
COLLECTIVE AGREEMENT

between

THE SPECIAL AREAS BOARD
HANNA

and

THE ALBERTA UNION
OF
PROVINCIAL EMPLOYEES
LOCAL 011-080

JANUARY 1, 1993

11367 (01)

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THIS AGREEMENT made the 14 day of December, 19 93

BETWEEN:

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

OF THE FIRST PART

• and •

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES LOCAL 011-080
(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;

SPECIAL AREAS BOARD. 1

- (d) "Chairman" means the Chairman, Special Areas Board, Hanna;
- (e) "Union" means the Certified Bargaining Agent, Alberta Union of Provincial Employees Local 011-080, Special Areas Board, 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 21 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 L.S.I. period for a class provided an Employee had at some time during his current term of employment earned the long service increment; or,
 - (iii) 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.

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: Co-ordinator, Computer and Financial Services; Personnel Supervisor; Secretary to the Director, Finance and Administration, and Secretary to the Chairman 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 Board 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 **23**, 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) Definitions;
 - (ii) Union Membership and **Dues** Deduction;
 - (iii) Article **15** Hours of Work;
 - (iv) Article **16** Overtime;
 - (v) **5.2%** in addition to his regular earnings in lieu of Paid Holidays;
 - (vi) **6%** in addition to his regular earnings in lieu of Annual Vacation;
 - (vii) Pay at a rate set out in Schedule "A".
- (b) Wage service employees in their second and subsequent consecutive season(s) and 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 23 - Grievance Procedure • for other than disciplinary grievances
- (vii) 6 days in lieu of Article 24, Casual Illness and Article 25, General Illness
- (viii) 1.0% in lieu of Article 27, covering Life Insurance, Long Term Disability, and Health Plan Benefits, (except that Accidental Death and Dismemberment for Occupational Accident Coverage shall apply as per Article 27)
- (ix) Clause 33.01 - Court Leave
- (x) Article 34 -Occupational Health and Safety
- (xi) Article 38 - Travel and Subsistence
- (xii) 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 Chairman to discuss the reason for his dismissal or termination. The decision of the Chairman 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-Management Committee

5.01 The parties agree to establish an ad-hoc joint Union-Management Committee consisting of three (3) Members of Local 011-080 and three (3) Employer Representatives. The purpose of this Committee is to hold discussions relating to concerns between the parties. Arrangements for such meetings will be made through the Director of Finance and Administration. The provision of this Article shall not relate to the settlement of grievances, the procedure for which is outlined in Article 23.

ARTICLE 6

Union Membership and Dues Deduction

- 6.01 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.
- 6.02 **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 AUPÉ 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.
- 6.03 (a) The Employer shall remit Union dues deducted from the pay of **all** Employees to the AWE by the first working day after the fifteenth calendar day in the following month. The deductions remitted shall be accompanied by particulars identifying each Employee showing starting date, Employee number, amount of Union Dues deducted, name and last known address.
- (b) Notwithstanding the provision of 6.03(a) above, the Employer shall provide the Union with the name and classification of each Employee on a monthly basis. This sub-clause does not apply to Wage Service Employees ~~as~~ defined in Article 1.01(f).
- 6.04 The Union agrees to indemnify and save the Board harmless against any claim or liability arising out of the application of this Article.

ARTICLE 7

Employer-Union Relations

- 7.01 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 8

Employer-Employee Relations

- 8.01 The Employer acknowledges the right of the Union to appoint Employees in the Bargaining Unit as Union Stewards.
- 8.02 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.

- 8.03** The Employer recognizes the right of the Union Steward to deal with complaints and grievances as permitted by this Collective Agreement.

ARTICLE 9

Time Off For Union Business

- 9.01** Time off with 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 23, Grievance Procedure.
 - (b) A Union Steward for a reasonable amount of time spent discussing grievance with the Employer at **Step 2** of the Grievance Procedure.
 - (c) Authorized Union Members, not to exceed three (3) in number, for time spent meeting with representatives of the Employer at Union-Management Committee meetings where matters of mutual concern are discussed.
- 9.02** Time off with regular pay 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 21, Probationary Employee and Period, and Article 22, 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 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.
- 10.03** 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.
- 10.04** 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.
- 10.05** 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 Division Head, 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 Chairman, this Article shall not apply where an Employee has been designated only limited additional duties or where he is replacing an Employee who is on annual vacation pursuant to this Agreement.
- 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 Division Head 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 three (3) months prior written notice.
 - (ii) If the Employee resigns in writing during the notice period specified in 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 two (2) months.
- 12.02 Seniority shall be defined as set out in 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 Employee(s) permanently laid off from the Employer under 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.
- 12.07 Pursuant to 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 Board pursuant to 12.01(b)(i) may be eligible for severance pay pursuant to 12.06 in the amount of one and one-half (1 1/2) week's pay for each full year of continuous full time employment to a maximum of twenty-five (25) 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 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 Article 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
1308	TECHNICAL AID
1309	TECHNOLOGIST I
1310	TECHNOLOGIST II
1311	TECHNOLOGIST III
1312	TECHNOLOGIST IV
4401	AGRICULTURE OFFICER I
4402	AGRICULTURE OFFICER II
4403	AGRICULTURE OFFICER III
4405	AGROLOGIST I
4406	AGROLOGIST II

Notwithstanding Article 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 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 **(7 114)** hours in one work period for Employees paid pursuant to a classification set out in Appendix "A" **(36 1/4)** hours per week) at time and one-half 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;
 - (b) For hours worked in excess of eight (8) hours in one 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 1/2)** 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 1/2)** times the regular rate of pay and double time for additional hours worked on that day thereafter;
 - (d) All hours worked on the second scheduled day of rest in that rest period, at double his regular hourly rate of pay.
- 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 **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 quarter 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 eating 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.

ARTICLE 17

Call Out Pay

- 17.01** When an Employee is called from home to work outside his normal working hours by his supervisor or senior official for a period in excess of two (2) hours, including time spent travelling 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 28, Paid Holidays.
- 17.02** Subject to 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 travelling 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 travelling 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 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 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 designated 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 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 major 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.

ARTICLE 20

Workers' Compensation Supplement

- 20.01** 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.
- 20.02** The eligibility period specified in 20.01 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.
- 20.03** When a day designated as a Paid Holiday under Article 28 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.
- 20.04** 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 21

Probationary Employee and Period

- 21.01** (a) Subject to 21.01 (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.

21.02 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 Chairman to discuss the reason for his dismissal. The decision of the Chairman 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 22

Disciplinary Action

22.01 (a) 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.

(b) Any subsequent reasons for the discipline, to those stated in the disciplinary letter, will be made known to the Union prior to an Arbitration Board Chairman being appointed.

22.02 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.

22.03 An Employee who has been subjected to disciplinary action may, after thirty (30) 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 thirty (30) month period, and

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

22.04 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.

22.05 Subject to the remainder of this Agreement no Employee shall be dismissed, suspended or demoted without just cause.

ARTICLE 23

Grievance Procedure

23.01 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" mean days that the main Hanna Office of the Employer is open for business;
- (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 23.01 (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.

23.02 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.

23.03 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) 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 23.03B.(i), in the case of suspension or dismissal the Employee shall submit his grievance to the Chairman. All other provisions in 23.03B.(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 A WE (except that approval is not mandatory where an Employee is grieving dismissal, or suspension) within ten (10) days of the receipt of the reply provided at Step Two.

23.04 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 chairman, appointed by the other two (2) members;
- (b) As an alternate procedure to a three (3) member Arbitration Board, as set out in Clause 23.04(a) above, the Employer and the A WE 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 Chairman, 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 Chairman, 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.

23.05 (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 Chairman 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.

23.06 (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 double 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 Chairman, Special Areas Board, **or**
 - (ii) **by** leaving it at or by sending it by double registered mail **to** the office of the Chairman, Special Areas Board.
- (3) Union/AUPE:
 - (i) personally **on the** President, **or** his designate, of the Alberta Union of Provincial Employees or by leaving it **at** an office occupied by them, or on the Chairman of Local 011-080 **or by** leaving it at his normal place of work; or
 - (ii) by sending it by double registered **mail** to the address of the President, of the Alberta Union of Provincial Employees or the Local 011-080 Chairman; or
 - (iii) personally **on** the President, **or** his designate, of the Alberta Union of Provincial Employees or the Local 011-080 Chairman 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 double registered **mail** shall be deemed to have been received on the date noted on the registration card.

ARTICLE 24

Casual Illness

- 24.01 "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.

- 24.02** 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.
- 24.03** 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.
- 24.04** An Employee may be required to provide proof of casual illness or absenteeism related to illness, satisfactory to the Employer upon request.
- 24.05** "Immediate Family" shall mean: Spouse (including common law spouse), mother, father or dependant son or daughter.

ARTICLE 25

General Illness

- 25.01** "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 eighty (80) consecutive work days. General Illness leave shall be in addition to any casual illness leave entitlements specified in Article 24.
- 25.02** 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 subclauses, and the application of such General Illness leave shall be set out in accordance with Clause 25.03:
- (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 25.02 "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.
- 25.03 (a) Subject to Clause 25.03(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.
- 25.04 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 Board's Long Term Disability Policy if applicable.
- 25.05 Notwithstanding Article 24 or Clause 25.02, an Employee is not eligible to receive sick leave benefits under this Article or Article 24 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 20, Workers' Compensation Supplement.

25.06 When a day designated as a Paid Holiday under Article 28 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.

25.07 This Article is subject to Article 26.

ARTICLE 26

Proof of Illness

26.01 To obtain illness leave benefits as described in Article 24, 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.

26.02 To obtain illness leave benefits as described in Article 25, General Illness, the Employee is required to provide a proper medical certificate or other satisfactory proof of illness.

26.03 (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 Subclause 26.03(a).

26.04 Pursuant to Clause 26.03, 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.

26.05 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 26.01 and 26.02 the examination or interview shall be at the Employer's expense and on the Employer's time.

- 26.06** 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.
- 26.07** 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 27

Health Plan Benefits

- 27.01** The Employer agrees to provide Employee benefit plans covering group life insurance/accidental death and dismemberment, dependent life insurance, long term disability insurance, hospital/major medical insurance and a dental plan.
- 27.02** 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	50%	50%
Hospital/Major Medical	1/2	1/2
Alberta Health Care	1/2	1/2
Dental	---	100%

- 27.03** The Employer and Employee agree to be bound by the Public Service Pension Plan and shall continue contributions pursuant to that plan and regulations.
- 27.04** The Employer will provide to each new Employee brochures outlining all benefits for which the Employee is eligible and to other Employees upon request.
- 27.05** The Employer will not alter or amend any Health Plan Benefit during the life of this Agreement without first consulting with the Union.
- 27.06** 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.

ARTICLE 28

Paid Holidays

28.01 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 | Boning 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 28.01(b) shall be observed on the day on which they fall unless an alternate day is designated by the Employer.

28.02 If a municipality does not proclaim a civic holiday as specified in 28.01, the first Monday in August shall be observed as such holiday.

28.03 When a day designated as a holiday under Clause 28.01 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.

28.04 When a paid holiday under 28.01 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.

28.05 When an Employee works on one (1) of the holidays listed in 28.01, the Employee shall receive either:

- (a) his regular salary plus time and one-half for his normal daily hours worked and double time for additional hours worked thereafter, or
- (b) in lieu of his regular salary, time and one-half for his normal daily hours worked and double time for additional hours worked thereafter, plus a day off in lieu with pay.

- 28.06 When a day off in lieu is granted under 28.05(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.
- 28.07 ~~Requests~~ for leave without pay on religious holidays will be considered provided adequate notice of the request is given.
- 28.08 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 Division Director,

ARTICLE 29

Annual Vacation

- 29.01 (a) An Employee shall not take vacation leave without prior authorization from the Employer.
- (b) Normally, an employee shall submit their vacation request in writing to the supervisor not less than 2 weeks prior to the commencement of the requested vacation date.
- 29.02 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 receive fifteen (15) work days vacation;
- (b) An Employee who has completed eight (8) years service as of December 31st, shall in subsequent year(s) receive twenty (20) work days vacation;
- (c) An Employee who has completed sixteen (16) years service as of December 31st, shall in subsequent year(s) receive twenty-five (25) work days vacation;
- (d) An Employee who has completed twenty-five (25) years service as of December 31st, shall in subsequent year(s) receive thirty (30) work days vacation;
- (e) An Employee who has completed less than twelve (12) 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 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 (16) day of any month, he shall earn vacation entitlements from the first day of the following month.
- 29.03 All calculations which result in one-quarter (1/4) or three-quarters (3/4) 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 29.09.
- 29.04 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.

- 29.05** An Employee shall earn vacation leave pursuant to **Clause 29.02** 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.
- 29.06** 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.
- 29.07** (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 subclause (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 subsection (b) in two **(2)** successive years.
- (d) Notwithstanding the other provisions of this section, subject to the approval of the Divisional Director, 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.
- 29.08** 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.
- 29.09** An Employee shall not be paid cash in lieu of vacation earned, except upon termination in which case he shall receive vacation pay for such vacation earned but not taken.

- 29.10** The Employer shall upon request consider granting an Employee at least two (2) weeks of his annual vacation entitlement during the summer months.

ARTICLE 30

Special Leave

- 30.01** An Employee who requires time off from work, may be granted Special Leave without loss of pay upon approval by a Senior Official at his work place. The circumstances under which special leave may be approved are subject to Clause 30.02 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 - 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.
- 30.02** For purposes of determining eligibility for Special Leave under Clause 30.01 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 an of them. This time shall include time for making all the necessary arrangements relating to the funeral or 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.

30.03 The maximum annual leave specified for each circumstances requiring use of special leave shall not be exceeded. However, bereavement leave 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.

30.04 Two (2) weeks notice may be required for leave requested under Clause 30.01 (c), (d), (e) and (g).

ARTICLE 31

Absence Without Leave

31.01 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.

ARTICLE 32

Maternity Leave

32.01 The parties agree that the provisions of the Employment Standards Code and Regulations concerning Maternity Benefits shall apply to pregnant Employees of the Employer except that the amount of Maternity Leave shall be up to six (6) months without pay or such longer period agreeable to the Employer.

32.02 Upon reasonable notice being given to the Employer, the Employee who is adopting a child shall be granted a leave of absence without pay for up to six (6) months immediately following the receiving of the child, or such longer period agreeable to the Employer.

32.03 An Employee who at the commencement of Maternity/Adoption Leave is participating in the Alberta Health Care Insurance Plan, Hospital/Major Medical 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/Adoption 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 Board records, he shall be allowed leave with pay, but any fees receivable by him shall be paid to the Board.

- 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 Board;
 - (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 Board.

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 34.02 the Employer shall provide, maintain, replace and clean protective clothing.
- 34.04** All equipment and protective clothing supplied by the Employer shall remain the property of the Board.
- 34.05** Where the Chairman 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 ninety (\$90.00) dollars per annum.
- 34.06** Where the Chairman determines that insulated coveralls should be provided, the Employer shall either provide the actual insulated coveralls or pay to each such eligible Employee the cost of such coveralls up to a maximum of fifty (\$50.00) dollars per annum.
- 34.07** 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.

ARTICLE 35

Tools

- 35.01** All Mechanics and Machinists shall supply their own hand tools and bench tools as are required to perform their work.

- 35.02** Tools shall **be** replaced by the Employer when damaged or broken in normal **use**,
- 35.03** Special or unusual tools shall be supplied **by** the Employer as required.
- 35.04** Each Tradesman who is required to supply their own tools pursuant to **35.01** shall receive an annual allowance of One Hundred (**\$100.00**) Dollars commencing **January 1, 1989**.

ARTICLE 36

Rates of Pay

- 36.01** Subject to the approval of the Chairman, 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 Manpower Development Act.
- 36.02** When an Employee is promoted, he shall be moved to the period in the new class that provides for an increase **in pa** of at least four (4%) percent, provided the maximum for the new classification is **not** exceeded.

ARTICLE 37

Long Service Increment

- 37.01** A Salary Employee shall be eligible for long service increment (L.S.I.) provided he:
- (a) has been paid during **an** immediately preceding period of two (2) years at the maximum salary of his classification, and
 - (b) has completed seven (7) years of **current** continuous employment, and
 - (c) is recommended for the increase by the Divisional Director, and
 - (d) occupies a position in a classification which has a L.S.I.
- 37.02** An Employee who meets the provision of Clause **37.01** shall **be** eligible for the L.S.I. effective the first (1st) day of the following month.
- 37.03** An Employee who qualified for L.S.I. pursuant to Clause **37.01** in a classification during his current period of employment shall not be required to requalify with respect to subclause **37.01(a)**, **when** placed in another classification. The L.S.I. period of the new classification shall in these circumstances be considered the maximum salary in his new pay range.

ARTICLE 38

Travel and Subsistence

- 38.01** Employees who incur travel, subsistence and moving expenses in the performance of authorized Board 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:

Chairman
 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
 10451 - 170 Street
 EDMONTON, Alberta T5P 4S7

and in the case of the Union to:

The Chairman
 The Alberta Union of Provincial Employees
 Local 011-080,
 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, and shall remain in effect up to and including December 31, 1993.
- 41.02 Either party may during the period between sixty (60) and one hundred and twenty (120) days prior to the expiration of the Agreement give notice in writing to the other party of its intention to amend or terminate the Agreement.

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.

THE SPECIAL AREAS BOARD



Witness

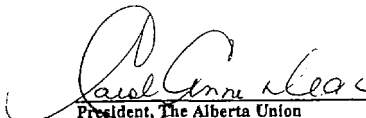


Chairman, Special Areas Board
Chairman, Special Areas Board

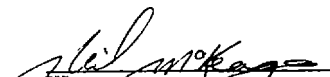
THE ALBERTA UNION OF PROVINCIAL EMPLOYEES



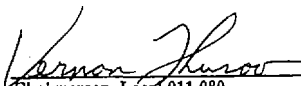
Witness



President, The Alberta Union
of Provincial Employees



Witness



Chairperson, Local 011-080

SPECIAL AREAS BOARD
SCHEDULE 'A' - PAY SCHEDULE
EFFECTIVE JANUARY 1, 1993

CLASSIFICATION		SALARY PERIODS									
CLASS NUMBER		1	2	3	4	5	6	7	8	9	L.S.I.
ACCOUNTANT 1 0304	ANNUAL	29,796	30,948	32,232	33,480	34,884	36,444				38,064
	MTHLY	2,483	2,579	2,686	2,790	2,907	3,037				3,172
	HRLY	15.8042	16.4153	17.0963	17.7583	18.5030	19.3304				
ACCOUNTANT 11 0305	ANNUAL	34,884	36,444	38,064	39,876	41,616	43,440				45,408
	MTHLY	2,907	3,037	3,172	3,323	3,468	3,620				3,784
	HRLY	18.5030	19.3304	20.1897	21.1508	22.0737	23.0412				
ADMIN. SUPPORT 1 0071	ANNUAL	18,900	19,416	19,944	20,460	21,120	21,780				22,512
	MTHLY	1,575	1,618	1,662	1,705	1,760	1,815				1,876
	HRLY	10.0248	10.2985	10.5786	10.8523	11.2023	11.5524				
ADMIN. SUPPORT 11 0072	ANNUAL	19,416	19,944	20,460	21,120	21,780	22,512	23,280	24,072		24,864
	MTHLY	1,618	1,662	1,705	1,760	1,815	1,876	1,940	2,006		2,072
	HRLY	10.2985	10.5786	10.8523	11.2023	11.5524	11.9407	12.3480	12.7681		
ADMIN. SUPPORT 111 0073	ANNUAL	20,208	20,724	21,240	21,888	22,584	23,316	24,084	24,852		25,656
	MTHLY	1,684	1,727	1,770	1,824	1,882	1,943	2,007	2,071		2,138
	HRLY	10.7186	10.9923	11.2660	11.6097	11.9789	12.3671	12.7745	13.1818		
ADMIN. SUPPORT 1V 0074	ANNUAL	24,072	24,864	25,704	26,568	27,528	29,028				29,988
	MTHLY	2,006	2,072	2,142	2,214	2,294	2,419				2,499
	HRLY	12.7681	13.1882	13.6338	14.0920	14.6012	15.3969				
ADMIN. SUPPORT V 0075	ANNUAL	26,244	27,144	28,104	29,040	30,084	31,644				32,748
	MTHLY	2,187	2,262	2,342	2,420	2,507	2,637				2,729
	HRLY	13.9202	14.3976	14.9068	15.4032	15.9570	16.7844				
ADMIN. SUPPORT V1 0076	ANNUAL	29,460	30,492	31,560	32,700	33,876	35,100				36,348
	MTHLY	2,455	2,541	2,630	2,725	2,823	2,925				3,029
	HRLY	15.6260	16.1734	16.7399	17.3445	17.9683	18.6175				
AGRICULTURE OFFICER 1 4401	ANNUAL	24,984	25,680	26,424	27,204	28,008					29,004
	MTHLY	2,082	2,140	2,202	2,267	2,334					2,417
	HRLY	13.2519	13.6210	14.0157	14.4294	14.8558					
AGRICULTURE OFFICER 11 4402	ANNUAL	27,204	28,008	29,004	29,964	31,032					32,196
	MTHLY	2,267	2,334	2,417	2,497	2,586					2,683
	HRLY	14.4294	14.8558	15.3841	15.8933	16.4598					

SPECIAL AREAS BOARD
SCHEDULE 'A' - PAY SCHEDULE
EFFECTIVE JANUARY 1, 1993

CLASSIFICATION		SALARY PERIODS									L.S.L.
CLASS NUMBER		1	2	3	4	5	6	7	8	9	
AGRICULTURE OFFICER 111 4403	ANNUAL	30,480	31,584	32,748	33,948	35,280					36,756
	MTHLY	2,540	2,632	2,729	2,829	2,940					3,063
	HRLY	16.1670	16.7526	17.3700	18.0065	18.7130					
AGROLOGIST 1 4405	ANNUAL	29,796	30,972	32,232	33,432	34,836	36,396	38,028	39,720	41,508	43,356
	MTHLY	2,483	2,581	2,686	2,786	2,903	3,033	3,169	3,310	3,459	3,613
	HRLY	15.8042	16.4280	17.0963	17.7328	18.4775	19.3049	20.1706	21.0680	22.0164	
AGROLOGIST 11 4406	ANNUAL	38,028	39,720	41,508	43,356	45,288	47,304				49,428
	MTHLY	3,169	3,310	3,459	3,613	3,774	3,942				4,119
	HRLY	20.1706	21.0680	22.0164	22.9966	24.0214	25.0907				
ASSESSOR 1 0200	ANNUAL	27,672	28,680	29,796	30,948	32,232	33,480				34,884
	MTHLY	2,306	2,390	2,483	2,579	2,686	2,790				2,907
	HRLY	14.6776	15.2123	15.8042	16.4153	17.0963	17.7583				
ASSESSOR 11 0201	ANNUAL	32,232	33,480	34,884	36,444	38,064	39,876				41,616
	MTHLY	2,686	2,790	2,907	3,037	3,172	3,323				3,468
	HRLY	17.0963	17.7583	18.5030	19.3304	20.1897	21.1508				
ASSESSOR 111 0202	ANNUAL	36,444	38,064	39,876	41,616	43,440	45,408				47,400
	MTHLY	3,037	3,172	3,323	3,468	3,620	3,784				3,950
	HRLY	19.3304	20.1897	21.1508	22.0737	23.0412	24.0850				
ASSESSOR 1V 0203	ANNUAL	38,904	40,668	42,504	44,376	46,344	48,420				50,616
	MTHLY	3,242	3,389	3,542	3,698	3,862	4,035				4,218
	HRLY	20.6352	21.5709	22.5447	23.5376	24.5815	25.6826				
LAND SURVEYOR 1 1053	ANNUAL	35,688	37,260	38,904	40,668	42,504	44,376				46,344
	MTHLY	2,974	3,105	3,242	3,389	3,542	3,698				3,862
	HRLY	18.9294	19.7632	20.6352	21.5709	22.5447	23.5376				
LAND SURVEYOR 11 1054	ANNUAL	41,616	43,440	45,408	47,400	49,560	51,756				54,204
	MTHLY	3,468	3,620	3,784	3,950	4,130	4,313				4,517
	HRLY	22.0737	23.0412	24.0850	25.1416	26.2873	27.4521				
TECHNICAL AIDE 1308	ANNUAL	21,276	22,056	22,932	23,784	24,648	25,548				26,544
	MTHLY	1,773	1,838	1,911	1,982	2,054	2,129				2,212
	HRLY	11.2851	11.6988	12.1635	12.6154	13.0736	13.5510				

SPECIAL AREAS BOARD
SCHEDULE 'A' -PAY SCHEDULE
EFFECTIVE JANUARY 1, 1993

CLASSIFICATION		SALARY PERIODS									L.S.1.
CLASS NUMBER		1	2	3	4	5	6	7	8	9	
TECHNOLOGIST 1 1309	ANNUAL	22,932	23,784	24,648	25,548	26,544	27,624				28,656
	MTHLY	1,911	1,982	2,054	2,129	2,212	2,302				2,388
	HRLY	12.1635	12.6154	13.0736	13.5510	14.0793	14.6522				
TECHNOLOGIST 11 1310	ANNUAL	28,656	29,796	30,972	32,244	33,504	34,980				36,492
	MTHLY	2,388	2,483	2,581	2,687	2,792	2,915				3,041
	HRLY	15.1995	15.8042	16.4280	17.1027	17.7710	18.5539				
TECHNOLOGIST 111 1311	ANNUAL	32,244	33,504	34,980	36,492	38,196	39,984				41,736
	MTHLY	2,687	2,792	2,915	3,041	3,183	3,332				3,478
	HRLY	17.1027	17.7710	18.5539	19.3559	20.2597	21.2081				
TECHNOLOGIST 1V 1312	ANNUAL	36,492	38,196	39,984	41,736	43,560	45,576				47,664
	MTHLY	3,041	3,183	3,332	3,478	3,630	3,798				3,972
	HRLY	19.3559	20.2597	21.2081	22.1374	23.1048	24.1741				
c a y 1 9423	ANNUAL	24,144	24,972	25,812	26,724	27,732					28,716
	MTHLY	2,012	2,081	2,151	2,227	2,311					2,393
	HRLY	11.6059	12.0039	12.4077	12.8461	13.3306					
c a y 11 9425	ANNUAL	25,812	26,724	27,732	28,716	29,748					30,900
	MTHLY	2,151	2,227	2,311	2,393	2,479					2,575
	HRLY	12.4077	12.8461	13.3306	13.8036	14.2997					
COOK 111 9427	ANNUAL	29,748	30,900	32,028	33,240	34,608					36,072
	MTHLY	2,479	2,575	2,669	2,770	2,884					3,006
	HRLY	14.2997	14.8535	15.3957	15.9783	16.6359					
COOK 1V 9429	ANNUAL	32,028	33,240	34,608	36,072	37,596					39,300
	MTHLY	2,669	2,770	2,884	3,006	3,133					3,275
	HRLY	15.3957	15.9783	16.6359	17.3396	18.0722					
EQUIPMENT OPERATOR 1 2560	ANNUAL					28,008					29,004
	MTHLY					2,334					2,417
	HRLY					13.4633					
EQUIPMENT OPERATOR 11 2561	ANNUAL					31,932					32,988
	MTHLY					2,661					2,749
	HRLY					15.3496					

SPECIAL AREAS BOARD
 SCHEDULE 'A' - FAY SCHEDULE
 EFFECTIVE JANUARY 1, 1993

CLASSIFICATION		SALARY PERIODS									
CLASS NUMBER		1	2	3	4	5	6	7	8	9	L.S.T.
EQUIPMENT OPERATOR 111 2562	ANNUAL										35,712
	MTHLY										2,976
	HRLY										16.4917
EQUIPMENT OPERATOR 1V 2563	ANNUAL										38,724
	MTHLY										3,227
	HRLY										17.8530
FARM WORKER 1 3111	ANNUAL	23,136	23,712	24,348	24,984	25,680					26,424
	MTHLY	1,928	1,976	2,029	2,082	2,140					2,202
	HRLY	11.1214	11.3982	11.7040	12.0097	12.3443					
FARM WORKER 11 3112	ANNUAL	24,348	24,984	25,680	26,424	27,204					28,008
	MTHLY	2,029	2,082	2,140	2,202	2,267					2,334
	HRLY	11.7040	12.0097	12.3443	12.7019	13.0768					
FOREMAN 1 2530	ANNUAL	29,448	30,480	31,584	32,748	33,948					35,280
	MTHLY	2,454	2,540	2,632	2,729	2,829					2,940
	HRLY	14.1555	14.6516	15.1823	15.7418	16.3186					
FOREMAN 11 2531	ANNUAL		32,748	33,948	35,280	36,756					38,304
	MTHLY		2,729	2,829	2,940	3,063					3,192
	HRLY		15.7418	16.3186	16.9589	17.6684					
FOREMAN 111 2532	ANNUAL		35,280	36,756	38,304	39,984					41,616
	MTHLY		2,940	3,063	3,192	3,332					3,468
	HRLY		16.9589	17.6684	18.4126	19.2201					
FOREMAN 1V 2533	ANNUAL		36,756	38,304	39,984	41,616					43,368
	MTHLY		3,063	3,192	3,332	3,468					3,614
	HRLY		17.6684	18.4126	19.2201	20.0046					
GRAZING RES. SUPERVISOR 4452	ANNUAL	27,204	28,008	29,004	29,964	31,032					32,196
	MTHLY	2,267	2,334	2,417	2,497	2,586					2,683
	HRLY	13.0768	13.4633	13.9421	14.4036	14.9169					
MAINT. SERV. WORKER 1 2612	ANNUAL	23,292	24,144	24,972	25,812	26,724					27,732
	MTHLY	1,941	2,012	2,081	2,151	2,227					2,311
	HRLY	11.1964	11.6059	12.0039	12.4077	12.8461					

SPECIAL AREAS BOARD
SCHEDULE 'A' - PAY SCHEDULE
EFFECTIVE JANUARY 1, 1993

CLASSIFICATION		SALARY PERIODS									
CLASS NUMBER		1	2	3	4	5	6	7	8	9	L.S.L.
MINT. SERV. WORKER 11 2613	ANNUAL	26,724	27,732	28,716	29,748	30,900					32,028
	MTHLY	2,227	2,311	2,393	2,479	* 2,575					2,669
	HRLY	12.8461	13.3306	13.8036	14.2997	14.8535					
MAINT. SERV. WORKER 111 2614	ANNUAL	28,260	29,220	30,240	31,476	32,556					33,948
	MTHLY	2,355	2,435	2,520	2,623	2,713					2,829
	HRLY	13.5844	14.0459	14.5362	15.1304	15.6495					
STOCKKEEPER 1 OS03	ANNUAL	25,416	26,280	27,180	28,140	29,088	30,144				31,176
	MTHLY	2,118	2,190	2,265	2,345	2,424	2,512				2,598
	HRLY	12.2174	12.6327	13.0653	13.5268	13.9825	14.4901				
STOCKKEEPER 11 OS04	ANNUAL	27,180	28,140	29,088	30,144	31,176	32,268				33,420
	MTHLY	2,265	2,345	2,424	2,512	2,598	2,689				2,785
	HRLY	13.0653	13.5268	13.9825	14.4901	14.9862	15.5111				
STOCKKEEPER 111 OS05	ANNUAL	29,088	30,144	31,176	32,268	33,420	34,608				35,832
	MTHLY	2,424	2,512	2,598	2,689	2,785	2,884				2,986
	HRLY	13.9825	14.4901	14.9862	15.5111	16.0648	16.6359				
STOCKKEEPER 1V OS06	ANNUAL	33,420	34,608	35,832	37,092	38,460	39,840				41,268
	MTHLY	2,785	2,884	2,986	3,091	3,205	3,320				3,439
	HRLY	16.0648	16.6359	17.2243	17.8299	18.4875	19.1509				
		JOB RATE									
CARPENTER 1 2704	ANNUAL	41,112									
	MTHLY	3,426									
	HRLY	19.7623									
CARPENTER 11 2804	ANNUAL	44,676									
	MTHLY	3,723									
	HRLY	21.4755									
AUTOMOTIVE MECHANIC 1 2684	ANNUAL	37,344									
	MTHLY	3,112									
	HRLY	17.9511									

SPECIAL AREAS BOARD
 SCHEDULE 'A' - PAY SCHEDULE
 EFFECTIVE JANUARY 1, 1993

CLASSIFICATION	SALARY PERIODS									
CLASS NUMBER	1	2	3	4	5	6	7	8	9	L.S.I.
HEAVY DUTY MECHANIC 1	ANNUAL	39,600								
2709	MTHLY	3,300								
	HRLY	19.0355								
HEAVY DUTY MECHANIC 11	ANNUAL	42,492								
2809	MTHLY	3,541								
	HRLY	20.4257								
MACHINIST 1	ANNUAL	39,600								
2711	MTHLY	3,300								
	HRLY	19.0355								
MACHINIST 11	ANNUAL	42,492								
2811	MTHLY	3,541								
	HRLY	20.4257								
PARTSMAN 1	ANNUAL	33,804								
2702	MTHLY	2,817								
	HRLY	16.2494								
PARTSMAN 11	ANNUAL	36,552								
2802	MTHLY	3,046								
	HRLY	17.5704								
WELDER 1	ANNUAL	40,896								
2722	MTHLY	3,408								
	HRLY	19.6585								
WELDER 11	ANNUAL	44,376								
2822	MTHLY	3,698								
	HRLY	21.3313								