

Union	Case
2003	04/01
2005	03/31
NO. OF EMPLOYEES	1,600
ISSUED	JF



**COLLECTIVE AGREEMENT**

**BETWEEN**

**ALBERTA TREASURY BRANCHES**

**AND THE**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES  
LOCAL 020**

**APRIL 1, 2003 - MARCH 31, 2005**

USWA



11726(09)

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Preamble

This Agreement made the \_\_\_\_\_ day of \_\_\_\_\_, 2003

BETWEEN

Alberta Treasury Branches  
(hereinafter referred to as the "Employer")

of the first part

and

The Alberta Union of Provincial Employees  
(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 Employer pursuant to the Public Service Employee Relations Act;

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 rates of pay, hours of work and conditions of employment.

WHEREAS, the Parties recognize that the success of Alberta Treasury Branches in a rapidly changing financial services industry requires flexibility and high standards of performance. The best income and security for Employees and the Employer will be achieved through employment conditions in this Agreement that are responsive to these market realities.

NOW THEREFORE, the Parties mutually agree as follows:

ARTICLE 1

Definitions

1.01 In this Agreement, unless the context otherwise requires:

- (a) A word used in the singular may also apply in the plural;
- (b) "Biweekly balancing period" means a two week period, as established by ATB for the purposes of payroll administration.
- (c) "Compensating Time Off" means time off which has been earned as overtime compensation and which is accrued at time and one-half in accordance with Clause 12.03.
- (d) "Continuous service" means:
  - (i) For Permanent or Term Employees employed as of October 8, 1997, their continuous service with the Crown in the Right of Alberta will be recognized by the Employer.
  - (ii) For employment of Permanent and Term Employees subsequent to October 8, 1997, continuous service shall accrue based on employment with the Employer.
  - (iii) Where a Casual Employee attains permanent status without a break in service, the Employee may request that the casual service be included in the calculation of continuous service on a pro-rated basis. The total hours of casual service in a period of unbroken employment will be totaled and divided by 157.67 to determine the number of months' service to be recognized.
  - (iv) If a terminated Permanent or Term Employee is re-employed within a period of less than six (6) months of the Employee's termination date, his/her service shall be deemed to be continuous service.
- (e) "Employee" means a person employed by the Employer who is in the bargaining unit covered by this Agreement and who is employed in one of the following categories:
  - (i) "Permanent Employees" means Employees who have completed the probationary period and who are employed in permanent positions.

- (ii) "Term Employees" means Employees who are employed in term positions. A Term Employee's employment terminates at the conclusion of the Employee's current term position assignment.
  - (iii) "Casual Employees" means Employees employed on an on-call or irregularly scheduled basis; or who are hired to replace Permanent or Term Employees who are absent from work for any reason; or who are employed in a position with scheduled hours that are less than forty percent (40%) of a comparable Full-time Employee; or who are employed in a position for a maximum of ninety (90) days that the Employer wishes to hold available for Permanent Employees whose positions may be abolished.
- (f) "Employer" means the Alberta Treasury Branches.
  - (g) "Immediate family" means an Employee's spouse (including common-law spouse), or any of the following relations of an Employee or spouse: child or ward, parent, guardian, grandparent, grandchild, sibling, or the spouse of any of them.
  - (h) "Day" means calendar day, unless otherwise defined.
  - (i) "Week" means a seven (7) day period beginning with Sunday.
  - (h) "Month" means a calendar month.
  - (i) "Permanent position" means a position designated by the Employer as continuing to meet ongoing operational requirements. Permanent positions may be Full-time or Part-time. A Part-time permanent position requires a regular work schedule for a Permanent Employee which is at least forty percent (40%) of the hours of a comparable Full-time permanent position.
  - (j) "Probationary Employee" means an Employee employed in a permanent position, who during his/her initial period of employment is serving a probationary period.
  - (k) "Term position" means a position designated by the Employer for a limited term with a set expiry date, and shall include:
    - (i) Leave replacement position in which the incumbent is employed to provide temporary relief during an approved leave of absence.
    - (ii) Project position in which the incumbent is employed for the duration of the project.

- (iii) Term Employees, other than those in leave replacement or project positions, who are employed for a continuous period of eighteen (18) months in the same position shall become Permanent Employees. The term may be extended beyond the eighteen (18) months by mutual agreement between the Employer and the Union, in which case the Employee will not become a Permanent Employee.

A term position shall be at least six (6) months in duration and may be Full-time or Part-time. A Part-time term position requires a regular work schedule for a Term Employee that is at least forty percent (40%) of the hours of a comparable Full-time position.

- (l) "Union" means the Alberta Union of Provincial Employees.
- (m) "Union Representative" means the President of the Union, or an Officer or Staff Member of the Union designated by the President in writing pursuant to the Union's Constitution to perform a specific function pertaining to this Collective Agreement.

## ARTICLE 2

### Management 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

### Employee Relations Committee

- 3.01 A Joint Employee Relations Committee shall operate during the term of this Agreement to discuss matters of mutual interest, including issues related to health, safety and security. The Committee shall be comprised of four (4) representatives selected by the Employer and four (4) Employees selected by the Union and shall be co-chaired. The Committee may call on additional resources for specialized expertise, particularly in the areas of health, safety and security.
- 3.02 The Committee shall not deal with grievances or interpretation of this Agreement. Minutes, notes, or discussions of the Committee shall not be admissible in an arbitration proceeding.
- 3.03 Any recommendations of the Committee shall be advanced, in writing, to the Employer for review and action as appropriate.

- 3.04 The Committee shall meet a minimum of two (2) times a year. The Employer shall pay the salaries of Committee members. Expenses pertaining to Committee members shall be borne by the respective Parties.
- 3.05 The Co-chairs shall have the ability to call additional meetings as required.

#### ARTICLE 4

##### Union Recognition

- 4.01 The Employer recognizes the Union as the certified bargaining agent for all Employees within the scope of Alberta Labour Relations Board Certificate Number 218-97, granted pursuant to the Public Service Employee Relations Act, namely, "All Employees when employed in administrative and support services" except those Employees excluded by written agreement between the parties. The Employer shall not enter into any separate written agreement(s) with an Employee, or group of Employees which compromises the terms or conditions of employment contained in this Agreement without prior approval of the Union.
- 4.02 The Agreement does not apply to the following:
- (a) Students on work experience programs.
  - (b) Students working in Employer designated student jobs.
- 4.03 The Parties agree that there shall be no discrimination or coercion exercised or practiced with respect to any Employee for reason of membership or legitimate activity in the Union.
- 4.04 The Employer will provide specific bulletin board space for use of the Union at locations on the Employer's premises which are accessible to Employees. Sites of the bulletin boards are to be determined by the Employer and the Union.
- Bulletin board space shall be used for the posting of Union information directed to its members. The text of such information shall be submitted to the Employer for approval prior to posting and a decision shall be provided within twenty-four (24) hours.
- 4.05 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 5

Legislation and the Collective Agreement

- 5.01 In the event that any law passed by the Government of Alberta or Canada renders null and void, or reduces any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement and the Parties hereto shall negotiate, in accordance with the bargaining procedures of the Public Service Employee Relations Act, a satisfactory provision to be substituted for the provision rendered null and void, or reduced.
- 5.02 Where a difference arises out of the provisions contained in an Article of the Collective Agreement, and the subject matter is also covered in Employer regulations, guidelines or directives, the Collective Agreement shall supersede the regulation, guideline or directive.

ARTICLE 6

Union Membership And Dues Check-off

- 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 Union shall advise the Employer, in writing, of any change in the amount of dues to be deducted from the Employees covered by this Agreement. Such notice shall be communicated to the Employer at least thirty (30) days prior to the effective date of the change.
- 6.03 The Employer shall remit Union dues deducted from the pay of all Employees to the Union by the first working day after the fifteenth calendar day in the following month. Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be effected in the succeeding month. The deductions remitted shall be accompanied

by particulars identifying each Employee on a diskette, or such alternate form as may be agreed to by the parties, showing Employee number, starting date, position title, work location code, amount of Union dues deducted, name and last known address. Further, the Employer shall provide to the Union, on a monthly basis, a list containing the name and last known address of current recipients of Long Term Disability Insurance.

- 6.04 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article.

#### ARTICLE 7

##### Employer - Union Relations

- 7.01 The Employer will grant Union Representatives access to its premises for a specific purpose provided prior approval has been obtained from the Vice President of Human Resources or their designate. The request from the Union Representative or Local 20 Executive or their designate will be submitted within a minimum of five (5) working days. When investigating a grievance for the purpose of meeting with a grievor or his/her immediate supervisor, an appointment with the grieving Employee or his/her immediate supervisor will be obtained through the Employer. The foregoing approval shall not be unreasonably denied.
- 7.02 All new and current Employees shall have access to the Collective Agreement.
- 7.03 The Employer will advise the Chair of the Local, in writing, on a monthly basis, of any new Employees within the bargaining unit, their job titles, work location and, wherever possible, their status as a permanent, term or casual employee.

#### ARTICLE 8

##### Time ~~off~~ For Union Business

- 8.01 Subject to Clause 8.02, time off, without pay, will be provided to members of the Union for the following:
- (a) Members of the Local Executive, to administer the Local; such meetings to be held normally on a Saturday;
  - (b) Members of the Negotiating Committee for time spent meeting with representatives of the Employer during the formal negotiating of a Collective Agreement and for Union preparatory meetings during these negotiations;

- (c) Attendance at Union conventions, seminars, Chapter meetings, Local Council meetings, Union Executive meetings, Committee meetings and similar events.

8.02 In all of the foregoing provisions time off shall be granted, operational requirements permitting. The Union shall provide the Employer with a copy of the request for time off. Employees shall provide a minimum of five (5) work days notice when requesting time off under Clause 8.01; however, consideration shall still be given in cases where the five (5) days notice is not provided. Where such time off is granted for an indeterminate period the Employee shall communicate with the Employer on a daily basis in respect to the date of return.

8.03 To facilitate the administration of Clause 8.01, the Employer will grant leave of absence with pay **and** invoice the Union for the Employee's salary which the Union shall pay within thirty (30) days from the date of the invoice.

#### ARTICLE 9

##### Pay

9.01 Conditions governing pay are contained in Appendix "A" of this Agreement.

#### ARTICLE 10

##### Acting Incumbency Pay

10.01 Acting incumbency pay in the amount of four to eight percent (4-8%), but not to exceed the Base Pay Guidepost for the position in which the Employee is acting, shall be paid when an Employee is assigned by the Employer to perform the principal competencies of a role with a higher base pay guidepost than the Employee's position. The Employee must be assigned for a minimum period of five (5) consecutive work days to qualify for acting incumbency pay.

#### ARTICLE 11

##### Hours of Work

11.01 Normal Hours of Work

- (a) The normal hours of work shall be based on an average thirty-six and one-quarter (36.25) hours per week and seven and one-quarter (7.25) hours per day for Full-time Employees.

- (b) With mutual agreement, the Employer may implement and assign Employees to schedules requiring more than an average of thirty-six and one-quarter (**36.25**) hours per week up to an average of forty (40) hours per week. When so assigned, an Employee's regular salary will be increased proportionately based on the ratio obtained by dividing the average weekly hours of the Employee's schedule by thirty-six and one-quarter (**36.25**). For example if an Employee's regular monthly salary on a **36.25** hour schedule is **\$2,000** per month, the Employee's monthly salary while working a 40 hour schedule would be **\$2,207** ( $\$2,000 \times 40 / 36.25$ ).

In order for the Employer to implement a schedule under this provision:

- (i) The Employer shall first consult with the Union respecting the reasons for the schedule and alternatives that may be applied.
  - (ii) The weekly hours shall be a normal requirement of the position for a period of at least six (**6**) months.
  - (iii) An Employee shall be entitled to a minimum of thirty (**30**) days advance notice before commencing working on the schedule unless the Employee agrees to a shorter period.
- (c) With mutual agreement, normal work schedules may be implemented by the Employer containing up to six (**6**) working days within a one (**1**) week period but shall not exceed ten (10) days in that two (**2**) week period. An Employee shall receive two (**2**) consecutive days of rest during each weekly work period. An Employee and the Employer may mutually agree to a days of rest schedule which differs from that described.

## 11.02

### Schedule Variations

- (a) Regular schedules established for Employees may contain variable hours of work per day, including compressed work week schedules, up to thirty-six and one-quarter (**36.25**) hours per week. With mutual agreement between the Employer and affected Employees, schedules may be implemented that exceed thirty-six and one-quarter (**36.25**) hours, provided that the schedule averages no more than thirty-six and one-quarter (**36.25**) hours per week over the rotation cycle of the schedule. The Employer shall first consult with the affected Employee(s) and, if requested by the Employee(s), a Union Representative respecting the reasons for the schedule and alternatives that may be applied.

- (b) A Permanent or Term Employee with regularly scheduled hours based on consistent days of work each week and/or consistent hours of work each day will receive a minimum of thirty (30) days advance notice of changes to that schedule unless the Employee agrees to a shorter period of time.

11.03 An Employee shall not be required to work a split shift involving a break between work periods longer than the specified meal period.

11.04 Rest Periods

Employees shall normally receive two (2) fifteen (15) minute paid rest periods in each work period in excess of six (6) hours, one (1) period to be granted before the meal break and one to be granted after. An Employee working a period of more than two (2) hours but not more than six (6) hours shall be granted one (1) rest period. Rest periods shall not be scheduled within one (1) hour of commencement or conclusion of the work day unless mutually agreed upon.

11.05 Meal Periods

A unpaid meal period of not less than one-half (1/2) hour and not more than one and one-half (1 1/2) hours shall be granted to all Employees at approximately the mid-point of each work period that exceeds four (4) hours.

11.06 Shift Differential

An Employee scheduled by the Employer to work shifts shall receive one dollar and twenty-five cents (\$1.25) per hour for normal shift hours worked between 8:00 p.m. and 6:00 a.m. Shift differential shall not be included with the Employee's regular rate of pay for purposes of computing overtime payments, other premium payments, or any Employee benefits. Shift differential shall not be paid on any hours for which an Employee receives overtime compensation.

11.07 Weekend Work Premium

- (a) A Permanent or Term Employee (except a Contact Centre Employee) who works Saturdays as part of his regularly scheduled work week shall receive a weekend premium of one dollar and twenty-five cents (\$1.25) per hour for each hour worked from midnight Friday to midnight Saturday.
- (b) An Employee who works Sunday as part of his regularly scheduled work week shall receive a weekend premium of one dollar and twenty-five cents (\$1.25) per hour for each hour worked from midnight Saturday to midnight Sunday.

- (c) 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.
- (d) At no time shall weekend work premium be included with the Employee's regular rate of pay for the purpose of computing overtime payments, other premium payments, or any Employee benefits.

11.08 Training; Courses or Seminars

- (a) An Employee who is required to attend a training course or seminar on his normal day of work shall be paid at straight time rates for the hours spent on training.
- (b) An Employee who is required to attend a training course or seminar on a regularly scheduled day of rest shall be granted a day off in lieu at some other time, or if impractical to grant time off, he shall be paid at straight time rates for the hours spent on training.
- (c) An Employee who is required to attend a training course or seminar which necessitates travel more than fifty (50) kilometers from the location where the Employee is employed shall be compensated at straight time rates for the actual hours spent in travel provided such travel time is in excess of his normal daily or weekly hours of work. Travel time shall not be accrued as hours worked within a balancing period. The Employer shall have the choice of the method of transportation.

ARTICLE 12

Overtime

12.01 If an Employee works in excess of the hours permitted for normal work schedules as defined in Clauses 11.01 and 11.02, the Employee shall be entitled to overtime compensation for the excess hours of work.

12.02 Biweekly Balancing; Period

If an Employee works in excess of the normal hours of his/her work schedule and the Employee is provided off-setting time off within the biweekly balancing period so that the total time worked within this period does not exceed seventy-two and one-half (72.5) hours, overtime compensation shall not apply to excess hours worked. Notwithstanding this, any excess hours worked beyond 39.875 hours in any one (1) week shall be paid at overtime rates.

12.03 Overtime Compensation

An Employee who has been authorized to work overtime shall be compensated for the hours worked at one and one-half times the Employee's regular salary rate of pay. The Employee shall have the option of payment for hours worked or to bank compensating time off on the basis of one and one-half (1 1/2) hours of compensating time off for each overtime hour worked.

12.04 Scheduling Compensating Time Off

Compensating time off shall be scheduled at a mutually agreeable time for overtime worked during the prior six (6) months. If mutual agreement cannot be reached for scheduled time off and as a result not all accumulated entitlement to compensating time off is debanked during this six (6) month period, the unused portion shall be paid out to the Employee.

12.05 Overtime for Part-time Employees

Part-time Employees working less than the normal hours of work stated in Clauses 11.01 and 11.02 who are required to work longer than their usual daily or weekly hours shall be paid at the rate of straight time for the hours so worked until they exceed the normal daily or weekly hours for Full-time Employees in the same position, after which the overtime provisions of this Article shall apply.

12.06 Time at the End of an Employee's Shift

An Employee may be required to work extra time, up to fifteen (15) minutes, immediately following the end of the Employee's shift without payment, provided the requirement to work extra hours occurs no more than four (4) times during a biweekly balancing period. However, if the extra time exceeds fifteen (15) minutes, or if extra time is required more than four (4) times within a biweekly balancing period, a minimum of one-half (1/2) hour overtime compensation will apply, with compensation in accordance with Clause 12.07.

12.07 Calculation of Overtime

Overtime payment or compensatory time off shall be calculated to the nearest quarter hour. Overtime pay shall be calculated from the annual salary rate in effect at the time overtime is worked regardless of any subsequent retroactive change in that rate.

## ARTICLE 13

### Call Back Pay

- 13.01 Subject to Clause 13.03, when an Employee is called back to work by the Employer for a period in excess of two (2) hours, including time spent travelling directly to and from work, s/he shall be compensated at the applicable overtime rate for hours worked.
- 13.02 Subject to Clause 13.03, an Employee who is called back 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 hours or less, shall be compensated at straight time for a minimum of three (3) hours.
- 13.03 There shall be no minimum guaranteed compensation nor compensation for time spent travelling if the call back is contiguous with a normal working period.

### 13.04 Telephone Calls

- (a) Employees who are designated by the Employer to receive urgent work related telephone calls at home outside of normal working hours shall be compensated at the rate of one and one-half (1 1/2) times their regular hourly salary or the equivalent time in lieu for all time engaged in such calls.

If the time worked receiving a call and making and receiving additional telephone calls related to the original telephone call totals twenty (20) minutes or less, an Employee shall be compensated a minimum of one-half (1/2) hour's pay at straight time rates or the equivalent time in lieu. Two (2) or more telephone calls received within a thirty (30) minute period will be considered to be a single telephone call.

- (b) Compensation for responding to telephone calls at home will not be paid in circumstances in which the telephone call results in the Employee having to leave home to return to work. In such cases, the provisions of Clauses 13.01, 13.02 and 13.03 shall apply.

## ARTICLE 14

### Defined Location Supplementary Allowance

- 14.01 An Employee who is employed in the following locations shall be paid in addition to his base salary, a Supplemental Allowance of two hundred dollars (\$200.00) for each month served:

- (i) North of the 57th parallel of north latitude



(ii) Banff National Park

(iii) Fort McMurray

14.02 For partial months of employment, an Employee eligible for Defined Location Supplementary Allowance shall receive payment in accordance with the following formula:

$$\frac{\$200 \times \text{number of hours worked at straight time rates}}{157.67}$$

14.03 An Employee not residing in a location specified in Clause 14.01, who is on travel status or is in receipt of any subsistence allowance will not be eligible for Defined Location Supplementary Allowance.

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

#### ARTICLE 15

##### Paid Holidays

15.01 Permanent and Term Employees are entitled to one day's paid leave for each of the following holidays.

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

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

15.02 Permanent and Term Employees who have completed twelve (12) months of continuous service shall be entitled to two (2) paid days off in each calendar year. The paid days off shall be taken on a mutually agreed date, any time during the calendar year, between the Employer and the Employee.

15.03 Full-time Permanent or Term Employees working compressed work week schedules as provided in Clause 11.01 (b) shall receive paid leave for their normally scheduled hours for each of the paid holidays that fall on their regularly scheduled working days. Holidays that fall on scheduled days off shall not be paid nor compensated through paid days off in lieu.

- 15.04** When a day designated as a holiday under Clause **15.01** falls during a Permanent or Term Employee's work week and a Permanent or Term Employee is not required to work, the Employee shall be granted holiday leave on that day based on scheduled hours for the day.
- 15.05** When a day designated as a holiday under Clause **15.01** falls on a Permanent or Term Employee's regularly scheduled day of rest, and the Employee is not required to work, the Employee shall be granted holiday leave on the day observed as the holiday based on the Employee's regular hours of work, and the day of rest shall be rescheduled.
- 15.06** When a Permanent or Term Employee works on one of the holidays listed in Clause **15.01**, the Employee shall receive the Employee's regular salary plus time and one-half for all hours worked.
- 15.07** In lieu of Paid Holidays, Casual Employees shall receive, in addition to their regular wage earnings, pay at **4.4%** of their regular wage earnings paid each pay period during their first year of employment and thereafter **5.2%** of their regular wage earnings. In addition, any hours worked by Casual Employees on a paid holiday shall be compensated at time and one-half the Employee's regular hourly rate.

## ARTICLE 16

### Annual Vacation Leave

- 16.01** (a) Effective January 1, 2004, vacation with pay will be granted to Permanent and Term Employees in advance on January 1 of each calendar year and upon commencement for new hires.
- (b) Full-time Permanent and Term Employees hired on or after May 1, 1998 will receive vacation based on the following schedule of annual entitlement:

Less than three years of completed service	<b>72.50</b> hours
Three to ten years of completed service	<b>108.75</b> hours
Eleven to twenty years of completed service	<b>145.00</b> hours
More than twenty years of completed service	<b>181.25</b> hours

Vacation will be earned at the rate of one-twelfth (**1/12**) of the above hours for each month of service within the calendar year in which the vacation is granted provided that the Employee is actively employed on the fifteenth (**15<sup>th</sup>**) day of the month.

(c) Commencing January 1, 2004, an Employee with less than three (3) years of service who schedules all vacation entitlement during non-peak periods will be eligible for an additional five days of paid vacation to be used during non-peak periods in the same calendar year. The additional days cannot be carried over to the next calendar year. Peak periods include February, June, July and August.

(d) Full-time Permanent and Term Employees hired prior to May 1, 1998 will receive vacation based on the following schedule of annual entitlement:

Less than eight years of completed service	108.75 hours
Eight to fifteen years of continuous service	145.00 hours
Sixteen to twenty-four years of completed service	181.25 hours
Twenty-five or more years of completed service	217.50 hours

Vacation will be earned at the rate of one-twelfth (1/12) of the above hours for each month of service within the calendar year in which the vacation is granted.

Effective January 1, 2010, the above vacation schedule will be deleted. Employees hired prior to May 1, 1998 will transition to the vacation schedule specified in Clause 16.01(b).

The level of vacation entitlement for affected Employees will be maintained until such time as they are eligible for additional annual vacation under the post-1998 vacation schedule identified in 16.01(b).

(e) Part-time Permanent and Term Employees shall receive pro-rated vacation entitlement based on their normal schedules. For example, a part-time Employee working 60% of full-time hours is eligible for 60% of the above hours.

Upon Employee request, vacation credits for Part-time Employees will be reviewed on an annual basis. If, over the course of the previous calendar year, the Employee worked in excess of ten percent (10%) over his/her normal schedule, vacation credits will be adjusted accordingly to reflect the additional hours.

16.02 An Employee shall earn vacation leave during the following absences:

- (a) the first forty-four (44) consecutive work days of sick leave or absence during Workers' Compensation Supplement; and
- (b) any other leave of absence with or without pay for the first twenty-two (22) work days.

- 16.03 If one or more paid holidays falls during an Employee's annual vacation period, another day or days may be added at the end of the vacation period or at a time authorized by the Employer.
- 16.04 Except as is otherwise provided herein, vacation leave shall be taken:
- (a) by December 31 of the calendar year in which it is granted; and
  - (b) at times approved by the Employer.
- Every Employee is expected to take one (1) continuous vacation period of at least two (2) weeks each year consistent with the Employer's security standards.
- 16.05 A maximum of five (5) days or one week (pro-rated for part-time Employees) of vacation is eligible for carry-over. Vacation that is carried over must be used by December 31 of the following calendar year. Additional vacation carry-over is subject to Employer approval.
- 16.06 An Employee on an unexpected leave of absence at the end of the calendar year who has more than one week of unused vacation will be permitted to carry unused vacation until the end of the calendar year following the year of their return.
- 16.07 Where an Employee is allowed to take any leave of absence, other than sick leave, in conjunction with a period of vacation leave, the vacation leave shall be deemed to precede the additional leave of absence, except in the case of maternity leave which may be authorized before or after vacation leave.
- 16.08 Where a scheduling conflict arises that cannot be resolved between the affected Employees, preference will be given to the Employee with the most continuous service.
- 16.09 Once vacations are authorized they shall not be changed except by mutual agreement other than in cases of emergency or termination of employment prior to scheduled vacation.
- 16.10 An Employee who fails to return to work following the last day of authorized vacation leave shall be considered to have absented himself from employment and the provisions of Clause 31.03 shall apply.
- 16.11 An Employee (other than a Casual Employee) shall not be paid cash in lieu of vacation earned, except upon termination in which case s/he shall receive vacation pay for such vacation earned but not taken, or on an exception basis, subject to Employer approval.
- 16.12 Upon termination of employment, a deduction will be taken from the Employee's final pay for any unearned vacation days that have been utilized.

16.13 The Employer shall, subject to operational requirements, make every reasonable effort to grant Employee requests for at least two (2) weeks of annual vacation entitlement during the summer months.

16.14 In lieu of annual vacation leave and vacation pay, Casual Employees hired prior to May 1, 1998 shall receive, in addition to their regular wage earnings, vacation pay at 6.0% of their regular wage earnings paid each pay period. If these Employees are subsequently employed in a permanent or term position without a break in employment, they shall receive vacation entitlement as set out in Article 16.01(d).

Casual Employees hired on or after May 1, 1998 shall receive, in addition to their regular wage earnings, vacation pay at 4.0% of their regular wage earnings paid each pay period. Upon completion of five (5) consecutive years of casual employment, vacation pay for these Employees will increase to 6.0% of their regular earnings paid each pay period.

## ARTICLE 17

### Special Leave

17.01 A Permanent Employee who requires time off from work, may be granted special leave without loss of pay upon approval by the Employer. The circumstances under which special leave may be approved are subject to Clause 17.02 and subject to the corresponding yearly maximum entitlement for Full-time Employees as follows.

Part-time Permanent Employees shall receive prorated entitlement based on their normal schedule (for example a Part-time Employee working 60% of the a Full-time Employee's schedule would be eligible for 60% of the following hours). Upon request, special leave entitlements for Part-time Employees will be reviewed on an annual basis. If, over the course of the previous calendar year, a permanent Part-time Employee has worked more than ten percent (10%) in excess of his/her normal schedule, special leave entitlement for that year will be adjusted accordingly.

- (a) illness within the immediate family - twenty-nine (29) working hours;
- (b) bereavement - twenty-nine (29) working hours around the date of the funeral;
- (c) travel time for illness within the immediate family or bereavement - twenty-one and three-quarters (21.75) working hours;
- (d) administration of estate - fourteen and one-half (14.5) working hours;
- (e) disaster conditions - fourteen and one-half (14.5) working hours;

- (f) write examination(s) for course(s) approved by the Employer - as required;
- (g) attend funerals as pall-bearer or mourner, for persons not listed in Sub- Clause 17.02 (b) - time off as required not to exceed seven and one-quarter (7.25) working hours;
- (h) be present at birth or adoption proceedings of an Employee's child - seven and one-quarter (7.25) working hours;
- (i) attend formal hearing to become Canadian Citizen - seven and one-quarter (7.25) working hours.

17.02 For purposes of determining eligibility for special leave under Clause 17.01, the following provisions shall apply:

- (a) an Employee who requires time off work, shall be granted leave without loss of pay for a period of up to twenty-nine (29) working hours, plus allowable travel time, if there is an illness in his/her immediate family. The leave of absence shall not include taking the person to a medical, dental, optical, or other such appointment, unless there is no other family member available to take the person to an appointment;
- (b) bereavement - leave of absence will be granted in the event of the death of the Employee's immediate family.
- (c) travel time for illness within the immediate family or for bereavement shall mean for travel where long distances or travel from isolated areas are involved;
- (d) administration of estate shall apply only when an Employee has been designated as an executor or administrator of the estate;
- (e) disaster conditions shall apply for a critical condition which requires an Employee's personal attention in a disaster (flood, fire, tornado) which cannot be served by others or attended to by the Employee at a time when he is normally off duty;
- (f) mourner - leave of absence will be granted where operational requirements permit subject to the approval of the Employer.

17.03 The maximum annual leave specified for each circumstance requiring use of special leave shall not be exceeded. However, family illness leave, bereavement leave, funeral leave and travel time for illness within the immediate family or bereavement may be granted more than once within a calendar year, provided the total special leave granted does not exceed ten (10) working days per calendar year. Additional bereavement leave may be approved by the Employer when ten (10) days special leave has already been utilized within a calendar year.

- 17.04 Two (2) weeks notice may be required for leave requested under Clause 17.01, Sub-clause(d), (f) and (i).

## ARTICLE 18

### Casual Illness

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

- 18.02 If a Permanent Employee is ill at work or requires time off for the purposes of attending a dental, physiotherapy, optical, medical or such other appointment, provided s/he has been given prior authorization by the Employer and s/he works one (1) hour in a half day that the Employee is absent for those purposes, such absence shall neither be charged against the Employee's casual illness entitlement, nor shall a deduction in pay be made for the time lost in the half day in which s/he became ill or attended the appointment.

- 18.03 Permanent Employees in their first and in each subsequent year of employment shall be eligible for a maximum of ten (10) working days of casual illness leave with pay. Each day or portion of a day, of casual illness used, within a year of service, shall be deducted from the remaining casual leave entitlement for that year of service.

The ten (10) working days of casual illness leave for Part-time Permanent Employees will be based on the Employee's scheduled working hours for working days absent on casual illness. For example, if a Part-time Permanent Employee is away on casual illness leave missing one (1) working day of four (4) scheduled hours and one (1) working day of 7.25 scheduled hours, this would result in use of two (2) of the Employee's ten (10) days of casual illness. The Employee would be paid casual illness leave on these days according to the Employee's scheduled hours on each of these days.

- 18.04 This Article is subject to Article 20.

## ARTICLE 19

### General Illness

- 19.01 "General Illness" means an illness which causes a Permanent Employee to be absent from duty for a period of more than three (3) consecutive work days. General Illness Leave shall not exceed five hundred eighty (580) consecutive working hours for a Full-time Permanent Employee.

Part-time Permanent Employees shall receive this benefit prorated to the maximum number of working hours of General Illness Leave set out in this Article based on their normal schedule. (For example a Part-time Employee working 60% of a full-time schedule would be eligible for a maximum of 348 consecutive working hours (60% of 580). A Permanent Part-time Employee who has worked more than ten percent (10%) in excess of his/her normal hours in the course of the previous twelve (12) month period may request a review of general illness entitlements for that year. General illness entitlement will be adjusted to reflect such additional hours.

General Illness Leave shall be in addition to any casual illness entitlements specified in Article 18.

19.02

Provided the Permanent Employee is not then absent from work due to illness, pursuant to Clause 19.01, the Full-time Permanent 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 with prorated entitlement for Part-time Permanent Employees. The application of such General Illness Leave shall be as set out in accordance with Clause 19.03:

- (a) Illness commencing in the first month within the first year of employment; no salary for each of the first 72.5 working hours of illness and thereafter 70% of normal salary for 507.5 working hours of illness.
- (b) Illness commencing in the first year of employment, but following the first month of employment; 100% of normal salary for each of the first 72.5 working hours of illness and 70% of normal salary for each of the next 507.5 working hours of illness.
- (c) Illness commencing in the second year of employment; 100% of normal salary for each of the first 108.75 working hours of illness and 70% of normal salary for each of the next 471.25 working hours of illness.
- (d) Illness commencing in the third year of employment; 100% of normal salary for each of the first 181.25 working hours of illness and 70% of normal salary for each of the next 398.75 working hours of illness.
- (e) Illness commencing in the fourth year of employment; 100% of normal salary for each of the first 253.75 working hours of illness and 70% of normal salary for each of the next 326.25 working hours of illness.



Article 19

- (f) Illness commencing in the fifth year of employment; 100% of normal salary for each of the first **326.25** working hours of illness and 70% of normal salary for each of the next **253.75** working hours of illness.
  - (g) Illness commencing in the sixth or any subsequent years of employment; 100% of normal salary for each of the first **435** working hours of illness and 70% of normal salary for each of the next **145** working hours of illness.
- 19.03** (a) Subject to Sub-clause **19.03** (b), a Permanent Employee upon return to active work after a period of general illness of less than five hundred and eighty (**580**) consecutive working hours will have:
- (i) illness leave entitlements reinstated pursuant to Clause **19.02** when the Employee returns to work in the next year of employment; or,
  - (ii) any illness leave days used for which normal salary was paid at the rate of 100% or 70% reinstated for future use at the rate of 70% of normal salary, within the same year of employment.
- (b) Such reinstatement shall only occur where a Permanent Employee has not taken any general illness leave for the same or related illness during the first seventy-two and one-half (**72.5**) working hours following the date of return to active work.
- 19.04** For purposes of this Article, the maximum period of continuous absence recognized shall be five hundred and eighty (**580**) consecutive working hours.
- 19.05** When a day designated as a Paid Holiday falls within a period of general illness it shall be counted as a day(s) of general illness and under no circumstances shall a Permanent Employee receive any additional entitlement in respect of that day.
- 19.06** At the end of the period of general illness benefits under this Article, a Permanent Employee shall be subject to Article **21** (LTDI).
- 19.07** In the event that an Employee receives benefits under the provisions of this Article as a result of a wrongful act or omission of a third-party, the Employer is subrogated to any rights of recovery of the Employee in the amount of any benefits paid.

## ARTICLE 20

### Proof Of Illness

- 20.01 To obtain illness leave benefits, the Employer may require a Permanent Employee to provide a proper medical certificate or other satisfactory proof of illness. The Employer may also require the Employee to provide satisfactory proof of attendance at a medical, dental, physiotherapy, optical, or such other appointment when time off from work is granted to attend such appointments. Where an Employee is required, pursuant to this Clause, to provide a medical certificate or proof of attendance at an appointment, s/he shall be advised prior to his/her return to work.
- 20.02 To obtain general illness leave benefits, a Permanent Employee is required to provide a proper medical certificate or other satisfactory proof of illness.
- 20.03 A Permanent Employee is not eligible to receive casual illness or general illness benefits if the absence is due to an injury from employment of any other employer.
- 20.04 An unsatisfactory attendance record may result in a non-disciplinary termination for cause. Employees may be required to provide medical evidence respecting their health status and ability to perform their duties or modified duties when returning from illness leave or when attendance levels are a concern.
- 20.05 Should an Employee incur expense as a result of an Employer request for additional medical information, such expenses will be reimbursed to a maximum of fiftydollars (\$50.00).

## ARTICLE 21

### Benefit Plan

- 21.01 Employees shall participate in the First Choice Benefit Plan. Benefit coverage, eligibility conditions and cost sharing of premiums will be according to conditions of the insurance policy and plan conditions. Part-time Employees must have a normal work schedule of at least forty percent (40%) of the equivalent full-time position to be eligible to participate. Core benefits only will be available for Term Employees. Casual Employees are not eligible to participate.
- 21.02 All benefit plan conditions specified in this Article shall be in accordance with the terms and conditions contained in the policy of insurance of which the Employer is the policy holder and other conditions of the plan. The Employer shall have the right to change the insurance carriers provided comparable benefits are maintained. The terms of the policies of insurance and plan conditions shall not be considered as incorporated in

this Agreement by reference or by necessary intendment. Differences respecting any matters related to the administration and application the benefit plan therefore are not subject to the grievance and arbitration provisions of this Agreement. The Union shall be provided with a copy of these conditions upon request.

## ARTICLE 22

### Workers' Compensation

- 22.01 In accordance with the Workers' Compensation Act, when an Employee sustains an injury in the course of his duties with the Employer, the Employee shall immediately, and in any event not more than twenty-four (24) hours, report the injury to the Employer. The Employer shall record the date, time and nature of the injury on a form to be signed by the injured Employee. If the injury causes the Employee to be absent from work, the Employee and the Employer shall complete the required forms for Workers' Compensation.
- 22.02 If the claim of a Full-time Permanent Employee is approved by the Workers' Compensation Board, the Employee shall be paid his regular full salary during the period he is required to remain off work up to five hundred and eighty (580) consecutive working hours.
- Part-time Permanent Employees shall receive a prorated maximum number of working hours based on their normal schedule (for example a Part-time Employee working 60% of the a Full-time Employee's schedule would be eligible for a maximum of 348 consecutive working hours (60% of 580).
- If the Permanent Employee has not returned to work due to injury before his/her maximum entitlement has expired, s/he shall then be paid according to the rate prescribed by the Workers' Compensation Act.
- 22.03 The eligibility period specified in Clause 22.02 shall not apply in the event of a recurrence of a disability due to a previously claimed injury, payable under this supplement, unless the Permanent Employee has not used the total eligibility period in which case the unexpended period of eligibility may be applied.
- 22.04 When a paid holiday falls within a period of time a Permanent 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.

- 22.05 An Employee who is injured on the job during working hours and who is required to leave the job site for treatment, or is sent home as a result of such accident or injury, shall not suffer loss of pay for that day's work, regardless of the time of injury. That day shall not be deducted from the eligibility period specified in Clause 22.02.
- 22.06 The Parties agree that the Workers' Compensation Supplement is intended only for the purpose of protecting a Permanent Employee from loss of income while he is unable to work because of injury.
- 22.07 An Employee who receives Workers' Compensation benefits and who at the commencement of absence from work is participating in the Benefit Plan according to Article 21 shall continue to be covered according plan and policy conditions throughout the period the Employee is receiving temporary Workers' Compensation benefits. Premium contributions shall continue to be paid by the Employer and the Employee.

### ARTICLE 23

#### Probation

- 23.01 A person appointed to a permanent position with the Employer shall serve a probationary period prior to becoming a Permanent Employee. The period of probation shall start on the date of commencement and shall be six (6) months. The period of probation may be extended by mutual agreement between the Employer and the Union for a period of up to six (6) months. An Employee's term or casual service with no change in duties shall be credited with all continuous service in the position for the purposes of completing the probationary period.

### ARTICLE 24

#### Disciplinary Action

- 24.01 No Employee shall be disciplined or dismissed without just cause.
- 24.02 When an Employee has been given a written reprimand, suspension, disciplinary demotion or is dismissed from employment, the Employee shall be informed in writing as to the reason(s) for such action.
- 24.03 When an Employee is to be presented with a written notice of discipline, the Employee shall be notified of the time and place of the interview and if desired by the Employee, s/he may arrange to be accompanied by a Union Representative. The Union Representative may participate via telephone call. Should a Union Representative be unavailable, the Employee may contact a Union Steward and if required the Union Steward may, at the request of the Employee, participate in the disciplinary interview via telephone conference call arranged at a time appropriate in the context of operating needs.

- 24.04 An Employee who has been subjected to disciplinary action may, after twenty-four (24) months of continuous service from the date the disciplinary action was invoked, request that his personal file be purged of any record of the disciplinary action. Such request will be granted providing:
- (a) the Employee's file does not contain any further record of disciplinary action during that twenty-four (24) month period; and
  - (b) the disciplinary action is not the subject of an unresolved grievance.

## ARTICLE 25

### Adoption/Parental Leave

- 25.01 An Employee who has completed fifty-two (52) weeks of continuous service before commencing leave and who adopts a child or who has the care and custody of a new born child shall be granted leave of absence without pay for up to thirty-seven (37) weeks. The Employee shall furnish proof of birth or adoption and shall give the Employer reasonable notice in writing of the date on which the leave is to commence.
- 25.02 Adoption/parental leave may begin at any time after the birth or adoption of the child but it must be completed within 52 weeks of the date a baby is born, or an adopted child is placed with the parent. A birth mother who takes both parental leave and maternity leave must take the leaves consecutively.
- 25.03 An Employee granted leave without pay pursuant to Clauses 25.01 shall, upon return to work, be returned to their former position or be placed in another comparable position with the Employer at not less than the same salary that had accrued to them prior to commencing leave, and at the same level of benefits. Employees will be required to give the Employer two (2) weeks notice in writing of their intention to return to work.
- 25.04 An Employee who at the commencement of Adoption/ Parental Leave is participating in the Benefit Plan according to Article 21 shall continue to be covered according to the plan and policy conditions throughout the period of Adoption/Parental Leave. Premium contributions shall continue to be paid by the Employer and the Employee.

## ARTICLE 26

### Maternity Leave

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

- 26.02 An Employee who has completed fifty-two (52) weeks of continuous service before commencing leave, shall be granted up to fifteen (15) weeks maternity leave without pay. A pregnant Employee should apply for maternity leave as soon as possible prior to her expected date of delivery, but in any case shall give the Employer at least two (2) weeks notice in writing of the date on which she intends to commence maternity leave.
- 26.03 An Employee who is eligible for maternity leave shall take at least six (6) weeks of such leave immediately following the actual date of delivery. The Employee, with the agreement of the Employer, may shorten this six (6) week period by providing the Employer with a medical certificate indicating the resumption of her full duties will not endanger her health.
- 26.04 An Employee granted leave without pay pursuant to Clause 26.02 shall, upon return to work, be returned to their former position or be placed in another comparable position with the Employer at not less than the same salary that had accrued to them prior to commencing leave, and at the same level of benefits. Employees will be required to give the Employer two (2) weeks notice in writing of their intention to return to work.
- 26.05 Notwithstanding any date initially selected for the start of maternity leave, if an Employee subsequently indicates in writing that she is no longer able to carry out her full normal duties, she may commence her maternity leave at an earlier date.
- 26.06 Notwithstanding any other provisions in this Article, if during the ten (10) week period immediately preceding the estimated date of delivery the pregnancy of an Employee interferes with the performance of her duties, the Employer may, by notice in writing to the Employee, require that she proceed on maternity leave.
- 26.07 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 to her unborn child, may request a transfer to a more suitable position if one is available.
- 26.08 Notwithstanding any other provisions of this Article, a pregnant Employee may qualify for a Supplemental Employment Insurance Benefit (S.E.B.) covering the period she has provided medical evidence from her physician which satisfies the Employer she is unable to do her job.
- An Employee must apply and when approved, submit to the Employer, proof of receipt of Employment Insurance maternity benefits, in order to be paid the S.E.B. payments. Leave then taken under this Supplemental Plan shall be considered to form part of the fifteen (15) weeks maternity leave without pay for the purposes of Clauses 26.02 and 26.03. An Employee who is eligible for S.E.B. plan shall not be eligible for casual illness leave or general illness benefits.

- 26.09 An Employee who at the commencement of Maternity Leave is participating in the Benefit Plan according to Article 21 shall continue to be covered according plan and policy conditions throughout the period of Maternity Leave. Premium contributions shall continue to be paid by the Employer and the Employee.

#### ARTICLE 27

##### Court Leave

- 27.01 When a Permanent or Term Employee is summoned or subpoenaed as a witness (except in legal proceedings initiated by the Employee) or is required to serve as a juror under the Jury Act, s/he shall be allowed leave with pay, but any monies receivable by the Employee for witness or juror fees shall be paid to the Employer.

#### ARTICLE 28

##### Leaves of Absence

- 28.01 A Permanent Employee may request a leave of absence without pay. To be considered, the request must normally be submitted at least two (2) weeks in advance of the anticipated date of commencement of the leave. Where operational requirements permit and upon approval of the Employer, the leave without pay shall be granted.
- 28.02 Requests for leave without pay on religious holidays will be considered, provided adequate notice of the request is given.
- 28.03 A Permanent Employee who, at the commencement of a Leave Without Pay, is participating in the Benefit Plan according to Article 21 shall continue to be covered according to the plan and policy conditions throughout the period of Leave without pay. Premium contributions shall continue to be paid by the Employer and the Employee for a leave of absence of up to one (1) month. Following this period, the Employee shall be responsible for the full payment of all premiums.

#### ARTICLE 29

##### Staff Reductions

- 29.01 It is the Employer's goal to maintain job security for Permanent Employees and to manage changes in its business in a manner which recognizes the need to assist the Employees when such changes affect their employment or security.

The Employer will make a reasonable effort to effect reduction in the Permanent Employees through attrition prior to and during the following staff reduction process which applies to Permanent Employees only.

29.02 The Employer shall give a Permanent Employee at least sixty (60) calendar days prior written notice of a staff reduction resulting from the elimination of the Employee's position. The Employer will provide a copy of the written notice to the Union.

29.03 When a staff reduction results in the elimination of a Permanent Employee's position, s/he shall endeavor to obtain an alternate position through consultation with the Employer and by applying for available vacancies.

29.04 Separation Allowance

- (a) A Separation Allowance will be provided for Permanent Employees with at least one (1) year of continuous service with the Employer. The Separation Allowance will apply to Permanent Employees who have not secured ongoing employment with the Employer or with a successor Employer. If alternate employment has not been offered to the Employee within a radius of forty (40) kilometers of the Employee's work location and in a bargaining unit position with the same or better base pay, an Employee may choose to either receive Separation Allowance or be posted to another available position. This will be the Employee's choice.

Eligible Permanent Employees will be entitled to receive a Separation Allowance at their regular rate of pay according to the following schedule.

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



In addition, an Employee will be eligible for reimbursement to a maximum of one thousand dollars (\$1,000.00) for expenses incurred for retraining, career counseling and/or job search assistance for up to six (6) months after termination under this Article.

29.05 Upon payment of the Separation Allowance, an Employee's employment shall be terminated and the Employee shall have no further rights under this Agreement.

29.06 During the period of notice of staff reduction pursuant to Clause 29.02, the Employer will allow the affected Permanent Employee a reasonable amount of time off with pay to be interviewed by prospective external employers.

### ARTICLE 30

#### Safety and Health

30.01 The Employer and the Union agree to cooperate on workplace health and safety issues. The parties acknowledge active participation of everyone is required to maintain appropriate health and safety standards.

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

30.03 Where the Employer requires an Employee to undergo compulsory medical examination(s), the cost of such examination(s) shall be paid by the Employer.

### ARTICLE 31

#### General

31.01 Upon an Employee's request, the Employer will make reasonable arrangements to have an Employee's personnel file made available for the Employee to examine under Employer supervision. The Employee may request a representative of the Union to be present at the time of the examination.

31.02 The personal file referred to in this Article is the personal file of an Employee maintained by the Employer. Except as provided hereinafter this file shall contain copies of all documentation pertaining to the Employee. No information pertaining to interview records, reference checks, or confidential information related to a diagnosis or prognosis concerning Employee's eligibility for Long Term Disability Insurance shall be contained in this file.

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

## ARTICLE 32

### Grievance Procedure

32.01 Definitions and Scope

- (a) A grievance is a difference arising out of the interpretation, application, operation or any contravention or alleged contravention of this Agreement or as to whether any such difference can be the subject of arbitration.
- (b) 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.
- (c) A grievance of a Probationary Employee concerning dismissal for cause or termination on any basis the Employer may determine, or a grievance concerning a written reprimand, may be subject to the Grievance Procedure except that it shall not be a subject of arbitration at Level 3.
- (d) A grievance of a Term or Casual Employee concerning dismissal for cause or termination on any basis the Employer may determine, or a grievance concerning a written reprimand, may be subject to the Grievance Procedure except that it shall not be a subject of arbitration at Level 3.
- (e) A Permanent Employee who also holds a casual position within the scope of the bargaining unit will be considered a Permanent Employee for the purposes of application of this Article, except that a grievance concerning termination of the casual employment shall not be subject to Arbitration at Level 3.

32.02 Meetings During Grievance Procedure

Employees involved in grievance proceedings including arbitration shall be provided time off with pay for grievance meetings with the Employer that occur at their work location during their normal working hours. The travel expenses for Employees attending grievance proceedings away from the Employee's work location shall be paid by the Union.

32.03 Grievance Process

An effort shall be made to settle issues arising from the application of this Agreement fairly and promptly through discussion between the parties to avoid the need for formal grievances. In the event this process does not resolve the issue, the following grievance procedure shall apply.

Level 1

If an Employee or a group of Employees has a grievance, the Employee or group of Employees shall submit to the Employer's designated Level 1 Officer a written statement of the grievance within fourteen (14) days of the date that the Grievor(s) became aware of, or reasonably should have become aware of, the alleged grievance.

The grievance when presented in writing must be signed by the Employee or group of Employees and the Union, and shall contain:

- (1) a summary of circumstances giving rise to the grievance.
- (2) the provision(s) of the Agreement considered violated.
- (3) the particulars of the remedy sought.

The Employer's Level 1 Officer or their designate shall meet with the Grievor(s) and the Union Representative within fourteen (14) days of receipt of the grievance and shall render a decision in writing within seven (7) days of this meeting.

Level 2

With the approval of the Union in writing, an Employee not satisfied with the reply at Level 1 shall, within fourteen (14) days of receipt of that decision submit his/her grievance in writing to the Employer's designated Level 2 Officer.

The Employer's Level 2 Officer or their designate shall meet with the Grievor(s) and the Union Representative within fourteen (14) days of receipt of the grievance and shall render a decision in writing within seven (7) days of this meeting.

32.04 Variance From Grievance Procedure

The level of commencement of a grievance may be varied up to and including Level 2 by written agreement between the Employer and the Union.

32.05 Grievances involving dismissal, suspension without pay and demotion shall be commenced at Level 2.

32.06 Policy Grievance

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

The policy grievance shall contain:

- (1) a summary of circumstances giving rise to the grievance.
- (2) the provision(s) of the Agreement considered violated.
- (3) the particulars of the remedy sought.

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

32.07 Level 3 - Arbitration

- (a) If a settlement is not reached through the above proceedings, an Employee with the approval of the Union (in the case of an Employee grievance), the Union (in the case of a Union grievance) and the Employer (in the case of an Employer grievance) may refer the grievance to arbitration by notice in writing that must be given within fourteen (14) days of receipt of the reply at the previous stage or level to which the grievance was advanced. Notice to the Employer shall be given to the President of the Employer.
- (b) The submission of a grievance to arbitration shall be to an Arbitration Board of three (3) members, one (1) to be appointed by the Union, one (1) to be appointed by the Employer and a third, who shall act as Chairman, to be mutually agreed upon by the other two (2), or to a single arbitrator, or to a mediator-arbitrator.
- (c)
  - (i) The notice referred to in Sub-clause 32.07 (a) above shall indicate which system of arbitration the party wishes to follow, and state the name of its appointee to an arbitration board or suggest one or more names of persons it is willing to accept as a single arbitrator, or mediator-arbitrator, as the case may be;
  - (ii) Upon receipt of the notice referred to in Sub-clause 32.07 (c) above, the other Party shall respond within seven (7) days, indicating which system of arbitration it finds acceptable in

## ARBITRATION

respect to the grievance. If the other Party does not respond within the said seven (7) days, the grievance will be dealt with by an Arbitration Board. If it is not agreed that a single arbitrator or mediator-arbitrator shall be used, the other Party shall state the name of its appointee to an Arbitration Board.

The Party initiating the submission of the grievance to arbitration under 30.07 (c) (i) above shall then, within seven (7) days, state the name of its appointee to an Arbitration Board. If the other Party fails to appoint its nominee to an Arbitration Board within seven (7) days, its nominee will be appointed by the Director of Mediation Services upon request of the Party submitting the grievance to arbitration. If the other Party agrees to a single arbitrator or mediator-arbitrator, it shall suggest one or more names of persons it is willing to accept as arbitrator or mediator-arbitrator.

- (d) Each Party to this Agreement shall bear its own costs of arbitration, including the costs of its appointees to the Board. The Parties shall bear equally the costs of arbitration board chairmen, single arbitrators and mediator-arbitrators.
- (e) The Employer shall grant an Employee leave of absence with pay for the purpose of attending the arbitration of his/her grievance.
- (f) The Employer shall grant leave of absence with pay to a witness appearing under notice to attend at arbitration proceedings.

32.08

### Power of Boards of Arbitration

- (a) Arbitration Boards, single arbitrators and mediator-arbitrators are empowered to decide grievances between the Parties or persons bound by the Collective Agreement.
- (b) Arbitration Boards, single arbitrators and mediator-arbitrators shall not add to, alter, modify or amend any part of the terms of the Collective Agreement by their decision, nor make any decision inconsistent with it nor to deal with any other matter that is not a proper matter for grievance under the Collective Agreement.
- (c) Arbitration Boards, single arbitrators and mediator-arbitrators shall confine their decisions solely to the precise issue submitted to them and shall have no authority to make a decision on any other issue not so submitted.
- (d) When disciplinary action against an Employee is involved, the Arbitration Board, single arbitrator or mediator-arbitrator may vary the penalty as is considered just and reasonable under the circumstances.

- (e) Where a grievance is heard by a three (3) member Board, the decision of a majority of the members is the decision of the Board, but if there is no majority, a decision of the Chairman governs and his/her decision is the decision of the Arbitration Board.

32.09 Arbitration Decisions

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

32.10 Procedures and Time Limits

- (a) Time limits and procedures contained in this grievance procedure are mandatory. Failure to pursue a grievance within the prescribed time limits and in accordance with the prescribed procedures shall result in abandonment of the grievance. Failure to reply to a grievance in a timely fashion shall advance the grievance to the next level. Grievances so advanced shall be subject to time limits as if a reply had been made on the last allowable day of the preceding level in the procedure.
- (b) Time limits in this Article may be extended by written agreement between the Employer and the Union.

ARTICLE 33

No Discrimination/Harassment

33.01 The Employer and the Union agree that there shall be no discrimination by reason of gender, age, race, ancestry, disability, marital or family status, religious beliefs, place of origin, sexual orientation or colour in compliance with the Human Rights Citizenship and Multiculturalism Act.

33.02 The parties agree to cooperate in ensuring that Employees are able to **work** in an environment free from discrimination or harassment.

33.03 A grievance of alleged harassment or discrimination shall not be a subject of arbitration at Level 3.

ARTICLE 34

Job Opportunities

34.01 All permanent vacant positions to be filled shall be posted internally for five (5) business days. Job postings will include the job title, location, primary responsibilities, compensation level and indication that it is a bargaining unit position. The requirement to post may be waived under certain circumstances, including situations where:

- (a) a suitable candidate has been displaced through position abolishment,



- (b) a suitable candidate has filled the position on a temporary basis for six months or more where the temporary position was initially filled through the internal bulletin process, or
- (c) the position was posted within the previous three month period and not filled.

34.02 If candidates are equally qualified, preference will be given to internal applicants over external applicants.

34.03 If a Permanent Employee fills a position on a temporary basis for a set term, their permanent status is retained and they will be returned to their former or comparable position within forty (40) kilometers and at their previous rate of pay.

#### ARTICLE 35

##### Term and Effective Date

35.01 This Agreement shall be effective from April 1, 2003 until March 31, 2005, and shall remain in effect thereafter ~~until a replacement Agreement is~~ established under the Public Service Employee Relations Act.

35.02 This Agreement may be amended during its term through mutual agreement in writing between the Employer and the Union.

APPENDIX "A"

Pay

1. The Employer retains the sole discretion to operate and amend compensation programs such as variable pay or other forms of incentive/performance pay as an addition to the Base Pay conditions contained in this Appendix.
2. Base Pay Conditions- April 1, 2003- March 31, 2005
  - (a) Employees shall be paid within the following base pay ranges. The Employer retains the sole discretion to place a newly hired Employee within the applicable base pay range based on the Employer's assessment of the Employee's competencies.

<b>Pay Range</b>	<b>Base Pay Minimum Annual Monthly Hourly</b>	<b>Base Pay Maximum Annual Monthly Hourly</b>
<b>A</b>	\$21,112 \$1,759 <u>\$11.16</u> BR	\$26,390 \$2,199 \$13.95
<b>B</b>	\$22,893 \$1,908 \$12.10	\$28,616 \$2,385 \$15.12
<b>C</b>	\$24,400 \$2,033 \$12.90	\$30,500 \$2,542 \$16.12
<b>D</b>	\$26,400 \$2,200 \$13.95	\$33,000 \$2,750 \$17.44



(c) Pay Ranges Effective April 1, 2004

Pay Range	Base Pay Minimum Annual Monthly Hourly	Base Pay Maximum Annual Monthly Hourly
A	\$21,957 \$1,830 \$11.60	\$27,446 \$2,287 \$14.51
B	\$23,809 \$1,984 \$12.58	\$29,761 \$2,480 \$15.73
C	\$25,376 \$2,115 \$13.41	\$31,720 \$2,643 \$16.76
D	\$27,456 \$2,288 \$14.51	\$34,320 \$2,860 \$18.14

(d) An Employee's progression within the salary range shall be based on performance.

An Employee whose salary falls below the base pay maximum rate for his/her position shall receive an additional salary adjustment of 1.0% or progression to the base pay maximum rate, whichever is less, effective April 1 of each year of the agreement. This increase may be withheld in instances where there are significant, documented concerns with respect to the Employee's performance.

Additional increases for movement through the range and lump-sum payments for Employees at or above the base pay maximum rates may be awarded at the discretion of management, budget permitting. Such additional adjustments will be considered to recognize exceptional performance and/or to address issues of equity within the branch or business unit.

Adjustments to base salary rates will not result in base pay rates in excess of the base pay maximum rate of the Employee's pay range.

- (e) If an Employee's salary or hourly rate is above the base pay maximum rate for his/her role, the Employee's salary shall remain unchanged until future increases in the base pay maximum rates result in a base pay maximum rate that exceeds the Employee's salary or annual rate. However, Employees whose salaries exceed the base pay maximum rates for their roles will receive a one-time lump-sum payment equal to 3.5% of their straight-time earnings for the period of April 1, 2002 through to March 31, 2003. Employees whose salaries exceed the base pay maximum rates for their roles as of April 1, 2004 will receive a one-time lump-sum payment equal to 3.5% of their straight-time earnings for the period of April 1, 2003 to March 31, 2004.
- (f) Where an hourly rate equivalent is required for pay purposes, the hourly rate shall be calculated by dividing the annual salary by 1892.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2003.

FOR THE UNION

FOR THE EMPLOYER

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APPENDIX "B"

Pay Range Allocations

<b>PAY RANGE</b>	<b>JOB TITLE</b>
A	File Clerk, File Service Clerk, Fulfillment Clerk, Mail Clerk, Secretary I & II, Stores Clerk, Utility Clerk
B	Accounting Clerk I, Customer Services Representative, Customer Referral Specialist, Data Entry Clerk, Discount Clerk, Fulfillment Specialist I, MasterCard Administration Clerk
C	Administration Service Clerk, Branch Support Representative, Customer Service Assistant, Customer Service Support, Loan Services Clerk, Secretary III, Senior Fulfillment Specialist
D	Accounting Clerk II, Administrative Assistant, Benefits Administrator, Business Sales Assistant, Chargeback Officer, Collections Officer, Credit Assistant, Forms and Records Officer, Investment Assistant, Mortgage Development Sales Assistant, Merchant Services Clerk, Mortgage Development Administrator, Payroll Administrator, Postage Clerk, Sales Assistant, Sales Support Assistant, Secretary IV and V, Settlement Clerk, Senior Customer Service Representative, Senior CSR Investments, Senior Loan Services Clerk.

The Employer may alter existing jobs and/or establish new jobs during the term of this Agreement and assign such jobs to a pay range. In such event, the Employer shall notify the President of the Union of such altered or new jobs and their pay range allocation as per Appendix A within thirty (30) **days**.

LETTER OF UNDERSTANDING

Customer Contact Centre

A joint committee will be formed to discuss and address issues impacting bargaining unit staff within the Customer Contact Centre, including any issues that may arise with respect to scheduling.

Each party will select three (3) members for the Committee.

The first meeting of this Committee will be held within sixty (60) days of ratification of this agreement.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2003.

FOR THE UNION

FOR THE EMPLOYER

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LETTER OF UNDERSTANDING

Time Off for Union Business

The Chair of the Union Local shall be relieved with pay up to twenty percent (20%) of her regularly assigned duties to attend to Local business. Time taken for such business should be planned in such a way as to minimize the effect on the Employee's work unit. Such time will be scheduled in advance and based on a regular schedule wherever feasible.

These provisions will apply for the duration of the Agreement.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2003.

FOR THE UNION

FOR THE EMPLOYER

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LETTER OF UNDERSTANDING

First Choice Benefit Plan Cost Sharing Arrangements

The premium cost-sharing percentage arrangements in place as of April 1, 2003 will not be amended during the period of April 1, 2003 to March 31, 2005.

This provision will remain in effect until March 31, 2005 and will not remain in effect thereafter.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2003.

FOR THE UNION

FOR THE EMPLOYER

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LETTER OF UNDERSTANDING

Workforce Reduction

In the event of a major workforce reduction, ATB will provide the Union with advance notice of not less than ninety (90) calendar days. The notice will outline the nature of the reduction, including the number and location of affected Employees. A major workforce reduction is one where fifty (50) or more permanent Employees are impacted by position abolishment at any one time.

A joint Union-Management Committee will be established to explore options to maintain job security for permanent Employees and to manage the required changes in a manner that recognizes the needs and interests of the affected Employees. The Committee may discuss the application of and potential amendments to Article 29, Staff Reductions. In the event that the parties do not reach agreement within thirty (30) days of the date that the Union receives notice of the workforce reduction, the provisions of Article 29 will apply.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2003.

FOR THE UNION

FOR THE EMPLOYER

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LETTER OF UNDERSTANDING

Outstanding: Vacation

Outstanding vacation includes all vacation that Employees have accrued (earned but not used) in 2003 and previous calendar years.

Employees must use or have paid out all outstanding vacation as of December 31, 2006.

Employees can choose from the following options or a combination of these options:

- Pay-out of vacation either by deposit to the Employee's payroll account or to an RRSP. Payments will be based on December 31, 2003 rates of pay.
- Use of outstanding vacation in a single block of time or smaller blocks, with the scheduling of vacation subject to approval based on operational requirements.
- Bank outstanding vacation until retirement. This is an option only for those Employees whose retirement dates are prior to December 31, 2006.

Any outstanding vacation remaining as of December 31, 2006 will automatically be paid out to the Employee's payroll account at the December 31, 2003 rate of pay.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2003.

FOR THE UNION

FOR THE EMPLOYER

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DATED at Edmonton, Alberta this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

FOR THE UNION

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FOR THE EMPLOYER

\_\_\_\_\_  
Kerry Dalton

\_\_\_\_\_  
Maureen Galway

\_\_\_\_\_  
Keith Hughes

\_\_\_\_\_  
John Swarbrick