



Collective Agreement

- between -

**Alberta Pensions Services Corporation
(hereafter referred to as the "Employer")**

- and -

**The Alberta Union of Provincial Employees
Local 118 Chapter 013
(hereafter referred to as the "Union")**

13340 (03)

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COLLECTIVE AGREEMENT made this _____ day of _____, 2009.

BETWEEN

ALBERTA PENSIONS SERVICES CORPORATION
(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

PREAMBLE

WHEREAS the Parties are mutually desirous of entering into a Collective Agreement setting forth rate of pay, hours of work and other terms and conditions of employment.

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSETH:

Article 1 - Definitions

1.1 In this Agreement, unless the context otherwise requires:

- (a) "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 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 one-half (1/2) of a comparable Full-time position; or who are hired for a position expected to last less than six (6) months.
- (b) "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.
- (c) "Term position" means a position designated by the Employer as a project or replacement position or term-certain for other specified reasons, having a set expiry date. A term position shall be at least six (6) months in duration and may be Full-time or Part-time. If a Permanent Employee is assigned to a term position, they retain their permanent status and right to return to their permanent position at the end of the term assignment.
- (d) "Employer" means the Alberta Pensions Services Corporation;
- (e) "Union" means the Alberta Union of Provincial Employees;
- (f) "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.
- (g) "Full-time" means the normal hours of work. i.e., seven and a quarter (7 1/4) hours per day, thirty six and a quarter (36 1/4) hours per week.
- (h) "Part-time" means hours less than the normal hours of work, but not less than one half (1/2) the normal hours of work.

Article 2 - Management Recognition

- 2.1 The Union recognizes that the Employer retains all functions, rights, powers and authority that the Employer has not specifically abridged, delegated or modified by this Agreement.

Article 3 - Union Recognition

- 3.1 The Employer recognizes the Union as the exclusive bargaining agent for all Employees within the scope of the certification order issued by the Alberta Labour Relations Board.
- 3.2 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.
- 3.3 The Employer will provide specific bulletin board space for use of the Union at locations on the Employer's premises that are accessible to Employees. Sites of the bulletin boards are to be determined by the Employer. Bulletin board space shall be used for the posting of Union information directed to its members. The text of such information shall be submitted to the Employer for approval prior to posting and a decision shall be provided within twenty-four (24) hours.
- 3.4 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 of the Agreement

- 4.1 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.
- 4.2 Where a difference arises out of the provisions contained in an Article of the Agreement, and the subject matter is also covered in Employer regulations, guidelines or directives, the Collective Agreement shall supersede the regulation, guideline or directive.
- 4.3 Entire Agreement

The parties agree that this Agreement, as written, constitutes the entire collective agreement between the Union and the Employer. Only appendices specifically included by reference in the Agreement shall be considered part of the Agreement. Any Letters of Understanding or other undertakings between the parties respecting maintenance of practices pre-dating this Agreement shall be null and void.

Article 5 - Union Membership and Dues Check-Off

- 5.1 All Employees covered by this Agreement shall become members of the Union as a condition of employment. An Employee who has a religious objection to becoming a member of the Union shall be permitted to opt out of membership by providing the Union with a signed statutory declaration outlining the objection within sixty (60) consecutive calendar days from the date of commencement of employment, but such Employee shall continue to pay Union dues.
- 5.2 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. The effective date of any such change must be the first day of a calendar month and notice shall be communicated to the Employer in writing at least thirty (30) days prior to the effective date of the change.
- 5.3 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, in either a printed or an electronic format, identifying each Employee showing Employee number, name, start date, classification, Union dues remitted, and last known address.
- 5.4 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article.
- 5.5 The Employer will advise the Union in writing, including Employee's name and address, when an Employee commences or returns from Long-term Disability leave.

Article 6 - Employer - Union Relations

- 6.1 The Employer will grant Union Representatives access to its premises for a specific purpose provided prior approval has been obtained. When investigating a grievance for the purpose of meeting with the Grievor or the immediate supervisor, an appointment with the grieving Employee or the immediate supervisor will be obtained through the Employer. The foregoing approval shall not be unreasonably denied.

Article 7 - Employer - Employee Relations

- 7.1 The Employer acknowledges the right of the Union to appoint Employees in the bargaining unit as Union Stewards.
- 7.2 The Union shall determine the number of Union Stewards, having regard to the size of the organization and the distribution of Employees at the workplace. When difficulties arise, the Union and the Employer shall consult in order to resolve the difference.

- 7.3 The Employer recognizes the Union Steward as an official representative of the Union.
- 7.4 A new Employee shall be advised of the name and location of the Union Steward(s). The Union Steward will provide the Employee with a copy of the Agreement.
- 7.5 A current list of Union Stewards shall be provided to the Human Resource Services management representative within 30 days of the ratification of this Collective Agreement. Revised Union Steward lists shall be provided to the Human Resource Services management representative within 30 days of any changes.

Article 8 - Time Off for Union Business

- 8.1 Time off, administered in accordance with Clause 8.2, will normally be granted to Employees for Union business approved by the Union. Time off will be granted, operational requirements permitting. The Union shall provide the Employer's Human Resources Office with a copy of the request for time off. Employees shall provide a minimum of five (5) work days notice when requesting time off, however consideration shall still be given in cases where the five (5) days notice is not provided.
- 8.2 To facilitate the administration of Clause 8.1, the Employer will grant a leave of absence with pay and invoice the Union for the Employee's salary plus applicable Employer costs of benefits, which the Union shall pay within sixty (60) days of the invoice date.

Article 9 - Classifications and Pay

- 9.1 Conditions governing classifications and pay are contained in Appendix "A" and form part of this Agreement.
- 9.2 An Employee may appeal the job classification of their position through the classification appeal procedure of the Employer's job evaluation system.

The Union may file a grievance at the conclusion of this appeal procedure to determine whether the Employer's job evaluation system has been reasonably applied in establishing an Employee's salary classification.

- 9.3 When the Employer establishes a new salary classification affecting compensation, written notice of such action shall be provided to the Union along with a copy of specifics of the proposed salary classification. When the Employer considers it necessary to adjust the pay range of a salary classification, the Employer shall submit a pay proposal to the Union. The following provisions shall apply to new or altered salary classifications:
 - (a) the Union may request a meeting with the Employer to discuss the salary rates applicable to the new or altered salary classification. The Union's request for a meeting must be submitted to the Employer within fourteen (14) days of the receipt of the Employer's salary classification and pay proposal;

- (b) where no agreement is reached on salary rates applicable to the new or altered salary classification, the Union may submit the issue to arbitration pursuant to the arbitration procedures of this Agreement. The Union's request for arbitration must be submitted to the Employer within fourteen (14) days of the date on which the meeting was held to discuss the issue;
- (c) where the Union has submitted the unresolved issue to arbitration, the Employer may implement a new or altered salary classification subject to final determination by the Arbitration Board. The decision of the Arbitration Board shall apply only to Employees who are still employed on the date the decision is issued.

Article 10 - Probationary Period

- 10.1 Upon appointment to a permanent or term position with the Employer, an Employee shall serve a probationary period.
- 10.2 The period of probation shall start on the date of commencement as a Permanent or Term Employee and shall be six (6) months. This period may be extended through mutual agreement between the Employer and the Union.
- 10.3 An Employee who has previously been employed by the Employer may, at the discretion of the Employer, have such previous employment considered as part of the probationary period.

Article 11 – Acting Incumbency Pay

- 11.1 Acting incumbency pay in the amount of:
 - (a) five percent (5%) of a Permanent or Term Employee's regular salary if acting in a salary classification one (1) level higher than the Employee's normal position, or
 - (b) eight percent (8%) of a Permanent or Term Employee's regular salary if acting in a salary classification more than one (1) level higher than the Employee's normal position,

shall be paid when an Employee is assigned by the Employer to perform the principal responsibilities of a position with a higher classification than that of 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 during which time the employee will also be required to perform some of the duties of their regular position. Acting incumbency pay shall apply from the first day the Employee is assigned these duties. An acting incumbency assignment shall normally not exceed one (1) year. Acting provisions shall not apply where an Employee is designated only limited additional duties.

- 11.2 Only one acting incumbent may be designated as a result of any one employee's absence.

Article 12 - Hours of Work

- 12.1 The normal hours of work for the purpose of determining pay, benefits and overtime shall be seven and one-quarter (7 1/4) hours per day, and thirty-six and one-quarter (36 1/4) hours per week.
- 12.2 An Employee's pay shall be based on the hours worked by an Employee.
- 12.3 An Employee shall not be required to work a split shift involving a break between work periods longer than the specified meal period.
- 12.4 Employees covered by this Agreement shall normally receive two (2) fifteen (15) minute paid rest periods in each work period in excess of six (6) hours, one (1) period to be granted before the meal break and one (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) fifteen (15) minute paid rest period.
- 12.5 An unpaid meal period of not less than one-half (1/2) hour shall be granted to all Employees at approximately the mid-point of each work period that exceeds four (4) hours.
- 12.6 Authorized travel on Employer business outside of an Employee's normal working hours or on a regularly scheduled day of rest shall be compensated at straight-time rates except that an Employee shall not be compensated for travel spent proceeding to and from the usual place of work and residence. Through mutual agreement between the Employee and the Employer, time accumulated by the Employee for travel may be compensated through time off with pay in lieu of salary payment. Compensating time off shall be scheduled by mutual agreement between the Employer and Employee within six (6) months of when the travel time is accumulated. If mutual agreement on scheduled time off will not result in the use of all accumulated time within this six (6) month period, the Employer shall have the discretion to schedule time off in the following six (6) months or to pay out the accumulated entitlement as salary. Payouts and time taken shall be at one (1) times the Employee's regular hourly salary for each hour of travel accumulated.
- 12.7 Where, because of operational requirements, an Employee is scheduled by the Employer to work shifts, that Employee shall receive one dollar and seventy-five (1.75) cents per hour for working a shift where at least one-half of the hours in such shift fall between 4:00 p.m. and 8:00 a.m. For the purposes of this Clause, a shift refers to the daily equivalent of the normal hours of work as set out in Clause 12.1. A Part-time or Casual Employee who works less than the daily equivalent of the normal hours of work shall be paid shift differential if the Employee works a minimum of four (4) hours within the period of 4:00 p.m. and 8:00 a.m.

At no time shall shift differential be included with the Employee's regular rate of pay for purposes of computing overtime payments, other premium payments, or any Employee benefits. Shift differential shall not be paid on any hours for which an Employee receives overtime compensation.

12.8 An Employee who works Saturdays or Sundays as part of his/her regularly scheduled work week, shall receive a weekend premium of one dollar and seventy-five (1.75) cents for each hour worked from midnight Friday to midnight Sunday. The weekend premium shall not be paid to an Employee who is not regularly scheduled to work weekends and receives overtime compensation for working Saturday or Sunday as a day of rest.

At no time shall weekend premium be included with the Employee's regular rate of pay for purposes of computing overtime payments, other premium payments, or any Employee benefits. Weekend premium shall not be paid on any hours for which an Employee receives overtime compensation.

Article 13 – Overtime

13.1 Overtime applies when an Employee has been authorized by the Employer to work more than the normal hours of work stated in Clause 12.1. Overtime shall be compensated at one and a half (1.5) times the Employee's regular hourly salary for the first two hours worked in excess of their regular daily hours and two (2) times the Employee's regular salary for hours worked in excess of two (2) hours.

13.2 An Employee may occasionally be required to work extra time, up to fifteen (15) minutes, at the end of a working day as part of normal working hours without additional compensation. However, if the extra time exceeds fifteen (15) minutes, a minimum of one-half (1/2) hour overtime compensation will apply, with compensation thereafter in accordance with the provisions Article 13.5.

13.3 Through mutual agreement between the Employee and the Employer, overtime worked by the Employee may be compensated through time off with pay in lieu of salary payment. Compensating time off shall be scheduled by mutual agreement between the Employer and Employee within six (6) months of when the overtime is worked. If mutual agreement on scheduled time off will not result in the use of all accumulated time within this six (6) month period, the Employer shall have the discretion to schedule time off in the following six (6) months or to pay out the accumulated entitlement as salary. Payouts and time taken shall be at the applicable overtime rate for each hour of overtime worked.

13.4 Part-time and Casual Employees working less than the normal hours of work stated in Clause 12.1 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 equal the normal daily or weekly hours for Full-time Employees, after which the overtime provisions of this Article shall apply.

13.5 Overtime payment or compensatory time off shall be calculated to the nearest quarter (1/4) hour.

Article 14 – Paid Holidays

14.1 A Full-time Permanent or Term Employee is entitled to a paid working day off on, or in lieu of, the following holidays. Part-time Permanent or Term Employees shall receive a paid working day off with a prorated payment based on their normal schedule (for example a Part-time Employee working 60% of the Full-time hours would be paid 60% of one days' pay as paid leave for each holiday).

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

14.2 A Full-time Permanent or Term Employee required to work on a Paid Holiday shall receive his/her regular salary plus one and one-half (1.5) times their regular hourly rate for all hours worked. Part-time Permanent or Term Employees required to work on a Paid Holiday shall receive an amount equal to the normal pro-rated regular salary plus one and one-half (1.5) times their regular hourly rate for all hours worked.

14.3 When a day designated as a Paid Holiday falls on a Full-time Permanent or Term Employee's regularly scheduled day of rest, the Employee shall be granted an additional day off with pay in lieu of the holiday. When a day designated as a Paid Holiday falls on a Part-time Permanent or Term Employee's regularly scheduled day of rest, the Employee shall be granted an additional day off with prorated pay (for example a Part-time Employee working 60% of the Full-time hours would be paid 60% of one days' pay for the additional day off in lieu of the holiday).

14.4 In lieu of Paid Holidays, Casual Employees shall receive, in addition to their regular wage earnings, pay at 5.2% of their regular wage earnings paid each pay period. In addition, any hours worked by Casual Employees on a Paid Holiday shall be compensated at one and one-half (1.5) times their regular hourly rate.

Article 15 – Annual Vacation Leave

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

15.2 (a) Vacation with pay will be granted on an up-front basis to Permanent and Term Employees on January 1 of each calendar year and upon commencement for new hires. The amount of annual entitlement is based on service as of December 31 for the following calendar year. Vacation entitlements, with pay, shall be based on the following schedule of annual entitlement:

| |
|--|
| Less than 8 years service = 15 days (108.75 hours) |
| 8 years or more of service = 20 days (145 hours) |

16 years or more of service = 25 days (181.25 hours)
25 years or more of service = 30 days (217.5 hours)

- (b) A Permanent or Term Employee who commences employment after January 1 of the calendar year will have their vacation entitlement prorated based on date of hire. The Employee shall be granted vacation entitlement at the rate of one-twelfth (1/12) of the above hours of entitlement for each month of service to the end of the calendar year in which vacation is granted, provided that when employment commences on or before the fifteenth (15th) day of any month, s/he shall be granted vacation entitlement from the first date of that month and when employment commences on or after the sixteenth (16th) day of any month, s/he shall be granted vacation entitlement from the first day of the following month.
 - (c) Part-time Permanent or Term Employees shall receive vacation on a prorated basis (for example a Part-time Employee working 60% of the Full-time hours will receive 60% of the vacation entitlement).
- 15.3 If one or more paid holidays fall during a Permanent or Term 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.
- 15.4 An Employee's vacation entitlement shall be adjusted for absences greater than:
- (a) the first forty-four (44) consecutive work days of sick leave, maternity leave or absence during Workers' Compensation Supplement; and
 - (b) the first twenty-two (22) work days for any other leave of absence with or without pay.
- 15.5 Except as is otherwise provided herein, vacation leave in respect of each year of service shall be taken:
- (i) by December 31 of the calendar year in which it is granted;
 - (ii) at such time or times as may be approved by the Employer; and
 - (iii) in one continuous period or in separate periods.

Employees' annual vacation requests should be submitted to managers by March 31. If a Permanent or Term Employee has not taken or scheduled vacation prior to October 31 of each calendar year, the Employer shall have the right to schedule the time when vacation must be taken or to pay out the vacation in cash. A minimum of two (2) weeks vacation (three (3) weeks if service is greater than five (5) years) is required to have been taken in order for a payout to be considered.

- 15.6 Where a Permanent or Term 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.

- 15.7 A maximum of five (5) days (prorated for part-time employees) of vacation entitlement is eligible to be carried forward to the following year. Vacation that is carried forward must be used by December 31, of the following calendar year. Additional vacation carry forward is subject to Employer approval and must be used within the next calendar year.
- An Employee on an unexpected leave of absence, other than sick leave, at the end of the calendar year, who has more than five (5) days of unused vacation to carry forward, will be permitted to carry unused vacation until the end of the following calendar year. If an employee is absent due to long term sick leave, carry forward will be permitted until the end of the calendar year following the year of their return.
- 15.8 Once vacations are authorized, they shall not be changed by the Employer, other than in cases of emergency or by mutual agreement between the Employer and the Employee.
- 15.9 A Permanent or Term Employee who fails to return to work following the last day of authorized vacation leave shall be considered to have absented himself/herself from employment and the provisions of Clause 30.2 shall apply.
- 15.10 The Employer shall, subject to the operational requirements of the Employer, and the Employee having available vacation entitlement, make every reasonable effort to grant a Permanent or Term Employee, upon request, at least two (2) weeks of annual vacation entitlement in the period from May 1st to September 30th.
- 15.11 In lieu of annual vacation leave and vacation entitlements, Casual Employees shall receive, in addition to their regular wage earnings, vacation pay at six percent (6.0%) of their regular wage earnings paid each pay period. If these Employees are subsequently employed in a permanent position without a break in employment, they shall receive vacation entitlement as set out in Clause 15.2, taking into consideration the Employee's employment in the casual position.
- 15.12 Unless otherwise permitted by this Agreement, an Employee shall not be paid in 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.
- 15.13 Upon termination of employment, the Employer is authorized to deduct an amount from the Employee's final pay equal to the amount of unearned vacation days that have been utilized.
- 15.14 The vacation provisions contained in this Article shall apply from January 1, 2005. Transition from the former vacation provisions shall be implemented consistent with the "Vacation Policy Transitional Information" provisions. For the 2004 calendar year the vacation provisions of Article 15 of the collective agreement dated September 1, 2001 – December 31, 2003 shall continue.

Article 16 – Personal Leave

- 16.1 Full-time Permanent or Term Employees shall be eligible for up to sixteen (16) paid personal leave days per calendar year. Personal leave days will be administered on the basis of hours used for personal leave (sixteen (16) days equalling one hundred and sixteen (116) hours for a Full-time Employee). Personal leave absences include but are not limited to absences such as Employee illness of up to three (3) consecutive work days, medically related absences including medical or dental appointments, bereavement, family health issues and emergencies or uncontrollable personal circumstances. Part-time Permanent or Term Employees shall be eligible for a prorated entitlement based on their normal hours of work compared to full-time hours of work.
- 16.2 Provided the Employee is not absent from work due to illness, the Employee at the commencement of the first working day of each calendar year shall be entitled to personal leave days as outlined in Clause 16.1.
- 16.3 The Employee shall notify the Employer as far in advance as possible providing the reason and expected duration for any absences covered by this Article.
- 16.4 Employees hired during the calendar year shall be entitled to prorated personal leave days based on their date of employment.

Article 17 - General Illness Leave

- 17.1 “General Illness” means an illness which causes a Permanent or Term Employee to be absent from work for a period of more than three (3) consecutive work days, but shall not exceed eighty (80) work days. Full-time Permanent or Term Employees shall be eligible for general illness leave at full salary for the first thirty (30) work days of illness, 90% of salary for the next twenty-five (25) work days, and then 80% salary for the next twenty-five (25) work days. Part-time Permanent or Term Employees shall be eligible for a prorated entitlement based on their normal hours of work compared to full-time hours of work.
- 17.2 Provided the Employee is not absent from work due to illness, the Employee at the commencement of each calendar year shall be entitled to General Illness Leave.
- 17.3 Subject to Clause 17.3 (b), an Employee upon return to active work after a period of general illness of less than eighty (80) consecutive work days, will have reinstatement of their general illness benefit as follows:
- (a)
- (i) general illness leave entitlement will be reinstated pursuant to Clause 17.1 at the commencement of the calendar year following the Employee’s return to work;
 - (ii) general illness days used for which regular salary was paid at the rate of 100%, 90% or 80% will be reinstated for future use at a rate of 70% of regular salary for the remainder of that calendar year.

- (b) Reinstatement for the above schedule of general illness leave shall occur only when the 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.

17.4 The Employee shall notify the Employer as far in advance as possible providing the reason and expected duration for any absences covered by this Article.

Article 18 - Proof of Illness

18.1 To obtain personal leave benefits as described in Article 16 the Employer may require that a Permanent or Term 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. When requested pursuant to this Article to provide a medical certificate or proof of attendance at an appointment, the Employee shall be advised prior to returning to work.

18.2 To obtain general illness benefits as described in Article 17, the Employee is required to provide a proper medical certificate or other satisfactory proof of illness.

Article 19 - Benefit Plan

19.1 Permanent and Term Employees shall participate in the Employer's Benefit Plan. Benefit coverage, eligibility conditions and the cost of premiums will be according to the insurance policy and plan conditions. Casual Employees are not eligible to participate.

The Benefit Plan will provide at least the following coverage:

- (a) Basic Life Insurance equal to 1.0 or 2.5 times basic annual salary rounded to the next highest \$1,000 up to a maximum amount of \$300,000;
- (b) Accidental Death & Dismemberment Insurance equal to the amount of Basic Life Insurance;
- (c) Long-term Disability Insurance equal to 70% of basic salary, payable after a eighty (80) consecutive working day elimination period, to a maximum monthly benefit of \$6,400;
- (d) Extended Health Care Plan providing 80% Drug coverage and 100% Hospital and Health coverage;
- (e) Dental Plan providing 80% for Basic coverage and 60% for Major coverage based on the current dental fee guide; and
- (f) Employee & Family Assistance Program.

Employees within the scope of this Agreement shall be covered by the same Employer's Benefit Plan as applies to the Employer's employees who are outside the scope of this Agreement including amendments that may occur from time-to-time.

- 19.2 The benefit plan premiums will be eighty-five percent (85%) paid by the Employer, fifteen percent (15%) paid by the Employee for Permanent and Term Employees in full – time positions.

The Employer's premium payment for Permanent or Term employees in Part-time positions shall be reduced on a prorata basis according to normal hours of work for the Extended Health Care, Dental, and Employee and Family Assistance. For example, the Employer's premium payment for an Employee working 60% of the Full-time hours would be fifty-one percent (51%) of the total premium cost (85% X .60). The Employee would pay the remaining forty-nine percent (49%). The benefit plan premiums for Basic Life Insurance, Accidental Death and Dismemberment Insurance, and Long-term Disability Insurance will be eighty-five percent (85%) paid by the Employer, fifteen percent (15%) paid by the Employee for Permanent and Term Employees in Part-time positions.

- 19.3 All benefits provided under the benefit plan specified in this Agreement are subject to and shall be governed by the terms and conditions contained in the policies of insurance of which the Employer is the policy holder. 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 of 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 the benefit plans, upon request.
- 19.4 Casual Employees who have worked fourteen hundred and fifty (1450) hours, exclusive of overtime, in a twelve (12) month period shall thereafter, in lieu of receiving benefits pursuant to this Article, be allowed, in addition to regular salary, pay at one percent (1%) of regular salary.

Article 20 - Employment Insurance Premium Reduction

- 20.1 The Employer shall retain the full amount of any premium reduction allowable under the Employment Insurance Premium Reduction Program which is granted as a result of the benefits covering Employees to which this Agreement applies.
- 20.2 The premium reduction referred to in Clause 20.1 shall be recognized as the Employee's contribution towards the benefits provided.

Article 21 - Maternity/Adoption/Parental Leave

- 21.1 A pregnant Employee who has completed one (1) year of continuous service before commencing leave shall be granted maternity leave without pay for a period of up to fifteen (15) weeks and parental leave according to Clause 21.3.
- 21.2 An Employee who has completed one (1) year of continuous service before commencing leave and who is adopting a child shall be granted adoption leave without pay for a period of up to thirty-seven (37) weeks. The Employee shall furnish proof of adoption.

- 21.3 An Employee who has completed one (1) year of continuous service before commencing leave and who has or will have the care or custody of the newborn child, shall be granted parental leave without pay for a period of up to thirty-seven (37) weeks. The Employee shall furnish proof of the birth of the child.
- 21.4 An Employee granted leave without pay pursuant to this Article 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.
- 21.5 An Employee whenever possible will give the Employer at least six (6) weeks written notice of their intended start date for the maternity, adoption or parental leave.
- 21.6 An Employee will be required to give the Employer four (4) weeks written notice of their intention to return to work. The Employer may accept a shorter period of notice in exceptional circumstances.
- 21.7 An Employee who, at the commencement of maternity, adoption or parental leave is participating in the Benefit Plan according to Article 19, shall continue to be covered according to plan and policy conditions throughout the period of maternity, adoption or parental leave. Premium contributions shall continue to be paid by the Employer and the Employee throughout the total period the Employee is on maternity, adoption or parental leave up to a maximum of one (1) year.
- 21.8 A pregnant Employee who presents medical evidence from her physician 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.
- 21.9 Notwithstanding any other provisions of this Article, a pregnant Employee may qualify for a Supplemental Employment 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 taken under S.E.B. shall be considered to form part of maternity leave without pay. An Employee who is eligible for the S.E.B. plan shall not be eligible for Personal Leave or General Illness benefits.

Article 22 - Court Leave

- 22.1 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 shall be paid to the Employer.

Article 23 - Military Leave

- 23.1 The Employer may grant military leave to an Employee:
- (a) where his/her services are required by the Department of National Defence to meet a civil emergency, for the duration of the emergency;
 - (b) where during a national emergency s/he volunteers for service or is conscripted into the Armed Forces for the duration of the emergency.
- 23.2 Where military leave is approved an Employee shall not be required to forfeit any of his/her vacation entitlements. However, where military leave is not approved, this Article does not preclude the Employee from using vacation leave for the purpose of attending military training.

Article 24 – Terminal Care Leave

- 24.1 An employee with a qualified relative in the end-stage of life shall be entitled to leave of absence without pay for a period of up to six (6) months. Qualified relative means a person in a relationship to the Employee for whom the Employee would be eligible for the compassionate care benefit under the Employment Insurance legislation.
- 24.2 An Employee who, at the commencement of the terminal care leave is participating in the Benefit Plan according to Article 19, shall continue to be covered according to the policy plan and provisions throughout the period of the terminal care leave. Premium contributions shall continue under the normal cost-sharing arrangements.
- 24.3 Employees may be required to submit to the Employer satisfactory proof demonstrating the need for terminal care leave.

Article 25 - Leaves of Absence

- 25.1 A Permanent or Term 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.
- 25.2 An Employee will be required to confirm in writing to the Employer their intention to return to work four (4) weeks prior to the scheduled expiry of the leave if the leave is for a period longer than eight (8) weeks. The Employer may accept a shorter period of notice in exceptional circumstances.
- 25.3 Requests for leave without pay on religious holidays will be considered, provided adequate notice of the request is given.

- 25.4 A Permanent or Term Employee who, at the commencement of a leave without pay, is participating in the Benefit Plan according to Article 19 shall continue to be covered according to the plan and policy conditions throughout the period of leave without pay for a period of up to one (1) year. 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.
- 25.5 An Employee who requests a leave without pay, and who has banked overtime or who has outstanding upfront vacation prorated to the commencement of the date of the leave, will be required to take the overtime and prorated upfront vacation prior to the commencement of the leave without pay.

Article 26 - Workers' Compensation

- 26.1 In accordance with the Workers' Compensation Act, when an Employee sustains an injury in the course of his/her duties with the Employer, the Employee shall immediately, and in any event not more than twenty-four (24) hours later, 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.
- 26.2 If the claim of a Full-time Permanent or Term Employee is approved by the Workers' Compensation Board, the Employee shall be paid his/her regular full salary during the period s/he is required to remain off work up to five hundred and eighty (580) consecutive working hours, or to the end of the term assignment, whichever occurs first. Part-time Permanent or Term Employees shall receive a prorated maximum number of working hours based on their normal hours of work, or to the end of the term assignment, whichever occurs first (for example a Part-time Employee working 60% of the Full-time hours 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.
- 26.3 The eligibility period specified in Clause 26.2 shall not apply in the event of a recurrence of a disability due to a previously claimed injury, payable under this supplement, unless the Employee has not used the total eligibility period in which case the unexpended period of eligibility may be applied.
- 26.4 When a paid holiday 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.

- 26.5 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 26.2.
- 26.6 The Parties agree that the Workers' Compensation Supplement is intended only for the purpose of protecting an Employee from loss of income while s/he is unable to work because of injury.
- 26.7 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 19 shall continue to be covered according to the plan and policy conditions throughout the period the Employee is receiving Workers' Compensation benefits, or to the end of the term assignment, whichever occurs first. Premium contributions shall continue to be paid by the Employer and the Employee.

Article 27 - Safety and Health

- 27.1 No provision of this Collective Agreement limits an Employee's rights under the Occupational Health and Safety Act and the regulations thereof.
- 27.2 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 the work site shall immediately notify the Employer.
- 27.3 The Employer shall notify the President of the Union or designate immediately on becoming aware of the occurrence of a serious injury or an accident that had the potential of causing serious injury to an Employee at the worksite.
- 27.4 Where the Employer requires an Employee to undergo compulsory medical examination(s), the cost of such examination(s) shall be paid by the Employer.
- 27.5 The Employer shall provide, maintain, replace and clean protective clothing where the Employer determines the foregoing is required.

Protective clothing and safety equipment shall be supplied by the Employer as required by the Alberta Occupational Health and Safety Act and any regulation or amendment thereto.

All clothing and equipment, supplied by the Employer shall remain the property of the Employer.

Article 28 - Disciplinary Action

- 28.1 No Employee shall be disciplined or dismissed without just cause.
- 28.2 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. An Employee shall be notified in advance of the time and place a written discipline notice will be presented and his/her right to be accompanied by a Union Representative or Union Steward if desired by the Employee. When a Union Steward requires time off from work to accompany an Employee to an interview pursuant to this Clause, the Union Steward must obtain prior approval from his/her supervisor to be absent from work, and, if approval is granted, leave without loss of pay will be allowed pursuant to Clause 8.2.
- 28.3 An Employee who has been subjected to disciplinary action may, after thirty-six (36) months of continuous service from the date the disciplinary action was invoked, request that his/her 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 thirty-six (36) months period; and
 - (b) the disciplinary action is not the subject of an unresolved grievance.
- 28.4 Records of disciplinary action shall be maintained on a single Employee file and there shall be only one (1) official Employee file maintained for this purpose.

Article 29 - Staff Reductions

- 29.1 The Employer will firstly give consideration to effecting reductions of permanent Employees through attrition.
- 29.2 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 concurrently provide a copy of the written notice to the Union.
- 29.3
- (a) When a staff reduction results in the elimination of a Permanent Employee's position, the Employee shall endeavour to obtain an alternate position through consultation with the Employer and by applying for available vacancies.
 - (b) If the Employee obtains a position in a lower Salary Classification, the Employee's salary will not be reduced. If the Employee's salary is higher than the top grid step of the new Salary Classification, the Employee's salary will be held over-range (red circled) until it falls within the salary range of the new Salary Classification.

29.4 Severance Pay

- (a) Severance pay will be provided to Permanent Employees with at least one (1) year of continuous service with the Employer. The Severance Pay will apply to Permanent Employees who have not secured ongoing employment with the Employer, or a "Department" as defined in the Public Service Act or a "Provincial Agency" as defined in the Financial Administration Act, by the end of the written notice period. Severance pay will not be paid to an Employee who was dismissed, resigned, retired, or who refused a reasonable alternate position.
- (b) At the end of the written notice period an Employee who was released by the Employer pursuant to this Article and who is no longer employed by the Employer in any capacity, shall be eligible for severance pay. If during the period covered by the severance the Employer, or a "Department" as defined in the Public Service Act or a "Provincial Agency" as defined in the Financial Administration Act, employs the Employee on a full or part-time basis, or retains the Employee, whether directly or indirectly, on a fee for service basis, the amount paid to the Employee directly or indirectly by the Employer, Department or Provincial Agency during such period, less any lawful deduction made at source, shall be paid by the Employee to the Employer forthwith following completion of the period. In no case shall the Employee be obliged to repay an amount greater than the amount, less lawful deductions, paid by the Employer to the Employee pursuant to Clause 29.4 (a).
- (c) Eligible Permanent Employees will be entitled to receive Severance Pay at their regular rate of pay. Payment is based on completed years of continuous employment as outlined in Clause 29.8. Permanent part-time Employees are entitled to the Severance Pay at a prorated rate of pay.

29.5 Separation Allowance

- (a) In lieu of the provisions of Clauses 29.2, 29.3 and 29.4, a Separation Allowance is available, if selected by an Employee, for Permanent Employees with at least one (1) year of continuous service with the Employer. A Separation Allowance will not be paid to an Employee who was dismissed, resigned, or who refused a reasonable alternate position.
- (b) Employees must make an election to receive a Separation Allowance within fourteen (14) calendar days of the receipt of their notice of a staff reduction. Where the Employee has made an election to accept the Separation Allowance in lieu of the Severance Pay, the election shall not be altered without the agreement of the Employee and the Employer. Separation shall occur at a time selected by the Employer and the Employee will be advised in writing. If during the period covered by the separation agreement the Employer, or a "Department" as defined in the Public Service Act or a "Provincial Agency" as defined in the Financial Administration Act, employs the Employee on a full or part-time basis, or retains the Employee, whether directly or indirectly, on a fee for service basis,

the amount paid to the Employee directly or indirectly by the Employer, Department or Provincial Agency during such period, less any lawful deduction made at source, shall be paid by the Employee to the Employer forthwith following completion of the period. In no case shall the Employee be obliged to repay an amount greater than the amount, less lawful deductions, paid by the Employer to the Employee pursuant to Clause 29.4 (a).

(c) Eligible Permanent Employees will be entitled to receive a Separation Allowance at their regular rate of pay. Payment is based on completed years of continuous employment as outlined in Clause 29.8. Permanent part-time Employees are entitled to the Separation Allowance at a prorated rate of pay.

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

29.7 During the period of notice of staff reduction pursuant to Clause 29.2, the Employer will allow the affected Employee a reasonable amount of time off with pay to be interviewed by prospective external employers.

29.8 Calculation of Severance Pay or Separation Allowance

| Full Years of Continuous Employment | SEVERANCE PAY Weeks of Pay at Regular Rate of Pay | SEPARATION ALLOWANCE Weeks of Pay at Regular Rate of Pay |
|-------------------------------------|--|---|
| 1 | 1.5 | 14 |
| 2 | 3 | 15 |
| 3 | 4.5 | 16 |
| 4 | 6 | 17 |
| 5 | 7.5 | 19 |
| 6 | 9 | 22 |
| 7 | 11 | 25 |
| 8 | 13 | 28 |
| 9 | 15 | 31 |
| 10 | 17 | 34 |
| 11 | 19 | 37 |
| 12 | 22 | 40 |
| 13+ | 25 | 43 |

Article 30 - General

30.1 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.

- 30.2 An Employee who absents himself/herself from his/her employment and who has not obtained the approval 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 reporting to work.
- 30.3 Employees who incur travel, moving, and subsistence expenses in the performance of authorized Employer business shall be reimbursed for those expenses in accordance with the Employer's Subsistence and Travel Policy, as amended from time-to-time.

Article 31 - Grievance Procedure

31.1 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 that seeks to enforce an obligation of the Employer to the Union or the Union or its members to the Employer. A policy grievance shall not be an obligation that may or could have been the subject of a grievance by an Employee.
- (c) A grievance of an Employee during their probationary period 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 Casual Employee concerning dismissal for cause or termination on any basis the Employer may determine, or a grievance concerning a written reprimand, may be processed to Level 2 of the Grievance Procedure only and it shall not be a subject of arbitration at Level 3.

31.2 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.

31.3 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 Level 1 Grievance Officer, a written statement of the grievance within fourteen (14) calendar days of the date upon which the subject of the grievance occurred or the time the Employee first became aware of the subject of the grievance.

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

- (i) a summary of circumstances giving rise to the grievance;
- (ii) the provision(s) of the Agreement considered violated; and
- (iii) the particulars of the remedy sought.

The Level 1 Grievance Officer or designate and a Human Resources Representative shall meet with the Grievor(s) and the Union Representative within fourteen (14) calendar days of receipt of the grievance and shall render a decision in writing within seven (7) calendar days of this meeting with a copy of the reply to the Union.

Level 2

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

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

31.4 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.

31.5 Policy grievances or individual grievances involving dismissal, suspension without pay and demotion shall be commenced at Level 2.

31.6 Policy Grievance

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

The policy grievance shall contain:

- (i) a summary of circumstances giving rise to the grievance;
- (ii) the provision(s) of the Agreement considered violated; and
- (iii) the particulars of the remedy sought.

Within fourteen (14) calendar 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) calendar days of filing shall entitle the aggrieved Party to advance the Policy Grievance to Level 3 within an additional fourteen (14) calendar days.

31.7 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) calendar days of receipt of the reply at the previous stage or level to which the grievance was advanced. Written notice to the Employer shall be given to the Employer's Human Resource Services management representative.
- (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 31.7 (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 31.7 (c) above, the other Party shall respond within fourteen (14) calendar days, indicating which system of arbitration it finds acceptable in respect to the grievance. If the other Party does not respond within the said fourteen (14) calendar 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 31.7(c) (i) above shall then, within fourteen (14) calendar 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 fourteen (14) calendar days, or in the event the nominees or the parties fail to agree upon a chair or single arbitrator or a mediator-arbitrator, such person will be appointed by the Director of Mediation Services upon request of any party. 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 an arbitration board chairman, 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 whose attendance is reasonably necessary at arbitration proceedings and who is required to attend pursuant to a Notice to Attend such proceedings.

31.8 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.

31.9 Arbitration Decisions

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

31.10 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 32 - No Discrimination/Harassment

- 32.1 There shall be no discrimination/harassment, restriction or coercion exercised or practiced in respect of any employee by either party by reason of age, race, colour, creed, national origin, political or religious belief, gender, sexual orientation, marital status, physical or mental disability nor by reason of membership or non – membership or activity in the Union nor in respect of an Employee or Employer exercising any right conferred under this Agreement or any law of Canada or Alberta. If there is a difference respecting the application of this clause, the resolution procedures of the Employer's Harassment Free Workplace Policy shall be exhausted prior to invoking the grievance or arbitration provisions of this Agreement.

This Article shall not apply with respect to refusal, limitation, specification or preference based on bona fide occupational requirement.

Article 33 - Term and Effective Date

- 33.1 This Agreement shall be effective from January 1, 2009 until December 31, 2011 and shall remain in effect thereafter until a replacement Agreement is established under the Public Service Employee Relations Act.
- 33.2 This Agreement may be amended during its term through mutual agreement in writing between the Employer and the Union.

Appendix "A" - Classifications and Pay

- Employees shall be paid according to the following Salary Classifications (Salary Class.). The minimum salaries for Employees, shown below as both annual and monthly equivalents, are based upon the salaries for full-time Employees.

January 1, 2009

Bargaining Unit Pay Scales for 2009 - 4.9% increase

| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|------------------|-------|-------|-------|-------|-------|-------|-------|-------|
| 7 Professional | 64404 | 66132 | 67932 | 69804 | 71688 | 73668 | 75672 | 77712 |
| | 5367 | 5511 | 5661 | 5817 | 5974 | 6139 | 6306 | 6476 |
| 6 Team Leader II | 55668 | 57180 | 58728 | 60336 | 61968 | 63660 | 65412 | 67176 |
| Tech Prof III | 4639 | 4765 | 4894 | 5028 | 5164 | 5305 | 5451 | 5598 |
| 5 Team Lead I | 49140 | 50460 | 51852 | 53244 | 54696 | 56184 | 57720 | 59280 |
| Tech Prof II | 4095 | 4205 | 4321 | 4437 | 4558 | 4682 | 4810 | 4940 |
| 4 Tech Prof I | 44760 | 46008 | 47268 | 48528 | 49860 | 51216 | 52596 | 54012 |
| | 3730 | 3834 | 3939 | 4044 | 4155 | 4268 | 4383 | 4501 |
| 3 T/AS III | 38748 | 39780 | 40872 | 42012 | 43152 | 44304 | 45540 | 46764 |
| | 3229 | 3315 | 3406 | 3501 | 3596 | 3692 | 3795 | 3897 |
| 2 T/ASII | 33888 | 34788 | 35748 | 36732 | 37728 | 38748 | 39780 | 40860 |
| | 2824 | 2899 | 2979 | 3061 | 3144 | 3229 | 3315 | 3405 |
| 1 T/ASI | 29508 | 30312 | 31152 | 32004 | 32868 | 33732 | 34632 | 35568 |
| | 2459 | 2526 | 2596 | 2667 | 2739 | 2811 | 2886 | 2964 |

January 1, 2010

Bargaining Unit Pay Scales for 2010 - 4.8% increase

| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|------------------|-------|-------|-------|-------|-------|-------|-------|-------|
| 7 Professional | 67500 | 69312 | 71196 | 73152 | 75132 | 77208 | 79308 | 81444 |
| | 5625 | 5776 | 5933 | 6096 | 6261 | 6434 | 6609 | 6787 |
| 6 Team Leader II | 58344 | 59928 | 61548 | 63228 | 64944 | 66720 | 68556 | 70404 |
| Tech Prof III | 4862 | 4994 | 5129 | 5269 | 5412 | 5560 | 5713 | 5867 |
| 5 Team Lead I | 51504 | 52884 | 54336 | 55800 | 57324 | 58884 | 60492 | 62124 |
| Tech Prof II | 4292 | 4407 | 4528 | 4650 | 4777 | 4907 | 5041 | 5177 |
| 4 Tech Prof I | 46908 | 48216 | 49536 | 50856 | 52248 | 53676 | 55116 | 56604 |
| | 3909 | 4018 | 4128 | 4238 | 4354 | 4473 | 4593 | 4717 |
| 3 T/AS III | 40608 | 41688 | 42828 | 44028 | 45228 | 46428 | 47724 | 49008 |
| | 3384 | 3474 | 3569 | 3669 | 3769 | 3869 | 3977 | 4084 |
| 2 T/ASII | 35520 | 36456 | 37464 | 38496 | 39540 | 40608 | 41688 | 42816 |
| | 2960 | 3038 | 3122 | 3208 | 3295 | 3384 | 3474 | 3568 |
| 1 T/ASI | 30924 | 31764 | 32652 | 33540 | 34440 | 35352 | 36300 | 37272 |
| | 2577 | 2647 | 2721 | 2795 | 2870 | 2946 | 3025 | 3106 |

January 1, 2011

Bargaining Unit Pay Scales for 2011 - 4.3% increase

| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|------------------|-------|-------|-------|-------|-------|-------|-------|-------|
| 7 Professional | 70404 | 72288 | 74256 | 76296 | 78360 | 80532 | 82716 | 84948 |
| | 5867 | 6024 | 6188 | 6358 | 6530 | 6711 | 6893 | 7079 |
| 6 Team Leader II | 60852 | 62508 | 64200 | 65952 | 67740 | 69588 | 71508 | 73428 |
| Tech Prof III | 5071 | 5209 | 5350 | 5496 | 5645 | 5799 | 5959 | 6119 |
| 5 Team Lead I | 53724 | 55164 | 56676 | 58200 | 59784 | 61416 | 63096 | 64800 |
| Tech Prof II | 4477 | 4597 | 4723 | 4850 | 4982 | 5118 | 5258 | 5400 |
| 4 Tech Prof I | 48924 | 50292 | 51672 | 53040 | 54492 | 55980 | 57480 | 59040 |
| | 4077 | 4191 | 4306 | 4420 | 4541 | 4665 | 4790 | 4920 |
| 3 T/AS III | 42360 | 43476 | 44664 | 45924 | 47172 | 48420 | 49776 | 51120 |
| | 3530 | 3623 | 3722 | 3827 | 3931 | 4035 | 4148 | 4260 |
| 2 T/ASII | 37044 | 38028 | 39072 | 40152 | 41244 | 42360 | 43476 | 44652 |
| | 3087 | 3169 | 3256 | 3346 | 3437 | 3530 | 3623 | 3721 |
| 1 T/ASI | 32256 | 33132 | 34056 | 34980 | 35916 | 36876 | 37860 | 38880 |
| | 2688 | 2761 | 2838 | 2915 | 2993 | 3073 | 3155 | 3240 |

2. An Employee's progression within the salary range for the Employee's Salary Classification shall be based on the following conditions:

- (a) Employees will be eligible for an in-range pay adjustment on January 1 of each year.

- (b) Permanent and Term Employees hired prior to July 1 in a calendar year will be eligible for an in-range pay adjustment during January of the following calendar year. Permanent and Term Employees hired from July 1 to the end of the calendar year will be eligible for an in-range pay adjustment during the January that follows their completing one (1) year of service. Casual Employees will be eligible for an in-range pay adjustment during the January that follows each accumulation of 1885 hours worked. An in-range pay adjustment resulting from this review will be effective on January 1.
- (c) Employees must have satisfactory performance to qualify for an in-range pay adjustment. If an Employee's performance is not satisfactory at the time of the January review, the date of the Employee's in-range pay adjustment will be delayed until satisfactory performance is achieved.
- (d) Work experience is one of the factors that qualifies an Employee for an in-range pay adjustment. Therefore, if a Permanent or Term Employee is absent for an accumulated period of time equalling one hundred and thirty (130) work days or more in any continuous twelve (12) month period due to leaves of absence, including maternity, parental or adoption leave, Personal Leave days, General Illness or WCB, the Employee's salary review following their return to work will be postponed.

If the one hundred and thirty (130) work days of absence in a continuous twelve (12) month period occurs within a single calendar year, the Employee's review will be delayed by one (1) year to the subsequent January review. If the one hundred and thirty (130) work days of absence in a continuous twelve (12) month period occurs over two (2) calendar years, the Employee's review will be delayed by one (1) year to the subsequent January review, based on the calendar year in which the majority of the absence occurs.

The one hundred and thirty (130) work days will be appropriately prorated for a part-time Employee.

- 3. Conversion of annual salary rates to hourly rates will be determined by dividing annual salaries by 1892 hours. Daily rates will be determined by dividing annual salaries by 261 days.

IN WITNESS WHEREOF the Parties hereto have executed the Collective Agreement, this _____ day of _____, 2009.

ON BEHALF OF
ALBERTA PENSIONS SERVICES
CORPORATION

DATE

ON BEHALF OF
THE ALBERTA UNION OF
PROVINCIAL EMPLOYEES,
LOCAL 118/013

DATE

Letter of Understanding #1

- between -

Alberta Pensions Services Corporation
(the Employer)

- and -

The Alberta Union of Provincial Employees
Local 118 Chapter 013
(the Union)

Employee Management Advisory Committee

The Parties agree:

1. A Committee will be established consisting of three (3) APS appointed members from APSC Management and three (3) AUPE appointed members from the Bargaining Unit. One representative from each party will act as co-chair.
2. The Committee will establish its own Terms of Reference at or before their first meeting.
3. The Committee will meet at least quarterly or more frequently as per the agreement of the Co-Chairs.
4. Co-Chairpersons

The Co-Chairpersons are responsible to:

1. Plan and chair all meetings
2. Work with Committee members to ensure appropriate communication is provided
3. Model a problem solving approach that supports APS's values of respect and collaboration
4. Ensure the Terms of Reference are reviewed by the Committee annually

Members

Members are responsible to:

1. Attend meetings and be prepared to discuss the items on the agenda
2. Represent the views of his/her stakeholders

3. Model a problem solving approach that supports APS's values of respect and collaboration
4. Participate in ad hoc groups or teams when specific tasks are required
5. APSC will reimburse related expenses for members in accordance with applicable policies

For the Employer

For the Union

Date:

Date:

Letter of Understanding #2

- between -

Alberta Pensions Services Corporation

(hereafter referred to as the "Employer")

- and -

The Alberta Union of Provincial Employees

Local 118 Chapter 013

(hereafter referred to as the "Union")

APS Employee Referral Ambassador Program

Finding and keeping great people is a significant challenge in today's workplace and Alberta Pensions Administration is no different. The Corporation enjoys a positive workplace culture and we can look to our own employees as ambassadors in the role of attracting new employees to our talent pool. To recognize and reward employees for taking an active hand in making jobseekers aware of the benefits and opportunities related to employment at APS we offer the following incentive:

- When an APS employee refers an individual to us for employment through an advertised posting and that individual is hired by the Corporation, the employee receives \$100 cash.
- When the new employee successfully passes their probationary period, the (referring) employee receives a further \$400.
- Total award: \$500

In addition to assisting with the attraction of new employees to our organization, this program will encourage the spirit of collaboration that we value and foster the retention of existing staff.

Administration

- The program will be administered by Human Resources.

- Employees will be given an information package to assist with the promotion of APS as an employer.
- Candidates will be asked if they have been referred to APS by anyone.
- There is no limit to the number of referrals an employee can make.
- The program is open to all employees with the following exceptions:
 - HR staff involved in the staffing process
 - Hiring managers
 - Executives
- The program will be reported on to the Executive Committee annually.

For the Employer

For the Union

Date:

Date:

Letter of Understanding #3

- between -

Alberta Pensions Services Corporation
(hereafter referred to as the "Employer")

- and -

The Alberta Union of Provincial Employees
Local 118 Chapter 013
(hereafter referred to as the "Union")

Compressed or Flexible Hours of Work

1. This letter of understanding is on a without prejudice basis. It sets forth terms and conditions of employment to be observed where the Employer utilizes any form of compressed or flexible system of normal hours of work.
2. The Parties agree that Employees and the Employer may examine the feasibility of entering into a compressed or flexible work week system. Provided that services are not adversely affected and there are no operational difficulties, the Employer may implement a flextime or compressed work week system of hours of work, but participation by an Employee in such systems shall be voluntary. The Employer reserves the right to give final approval regarding any Employee's participation in either flextime or a compressed system of hours of work.
3. The Employer has the sole right to determine the number of Employees who are required to be at work. However, upon entering into a flextime system, the Employees are entitled to have the first opportunity to plan their work schedule, within the flextime system, whereby they may arrange their starting times, lunch periods and finishing times on a daily basis, in keeping with the Employer's operational requirements.
4. An Employee participating in a flextime system of hours of work will be allowed a ten (10) hour carry over, either in the way of a bank or a deficit, and regular monthly salary shall be paid provided the Employee's time is within these limits and the variance is approved by the Employer. An Employee may not accumulate a bank in excess of ten (10) hours, and if at the end of any month his deficit is more than ten (10) hours, he shall be deducted for those hours that are in excess of ten (10) hours. Hours shall not be banked unless the Employee has actually worked more than normal hours of work.
5. The banked hours may be taken, as time off with pay. Employee preference in this regard shall be honoured where operational requirements permit.

6. Authorized overtime hours worked outside of flex or core times may not be used to cover off deficits pursuant to Section (4) above.
7. In the event the flextime or compressed work week system of hours of work does not result in the provision of a satisfactory service, or is deemed by the Employer to be impractical for other reasons, the Employer may require a return to normal hours of work in which case Employees shall be provided advance notice of two (2) weeks.
8. An Employee who is working according to a flexible or compressed work week system may opt for normal hours of work by providing the Employer advance notice of two (2) weeks.
9. Employees working according to a compressed work week system of hours of work will have benefits and entitlements which are expressed in terms of daily or weekly entitlements, converted to produce the equivalent hours of benefits and entitlements as they would have had if the work week had not been compressed. This will result in no loss or gain in Employee benefits and entitlements.
10. Casual employees are excluded from compressed and flexible work arrangements.
11. Where applicable these provisions shall have force and effect in lieu of Articles 12 and 13 of this Collective Agreement.
12. During the life of the Collective Agreement, the Union or the Employer can give notice to withdraw from the Letter of Understanding with three (3) months written notice.
13. This Letter of Understanding is subject to review when the Collective agreement is due for negotiation.

For the Employer

For the Union

Date:

Date:

Letter of Understanding #4

- between -

Alberta Pensions Services Corporation
(hereafter referred to as the "Employer")

- and -

The Alberta Union of Provincial Employees
Local 118 Chapter 013
(hereafter referred to as the "Union")

Health Care Spending Account

The parties agree to the following terms in respect of the implementation of a Health Care Spending Account:

1. The Employer shall implement a Health Care Spending Account for all Employees eligible for benefits in accordance with Article 19.
2. (a) The Employer shall allocate a sum of \$500 per year to the Health Care Spending Account for each Full-time Employee.

(b) Part-time Employees shall be prorated based on full-time equivalency.

(c) The Health Care Spending Account allocation is cost-neutral.
3. The Health Care Spending Account will be effective 60 calendar days following the notification by the Union to the Employer of the final ratification of the tentative agreement.
4. The Health Care Spending Account shall be implemented and administered in accordance with federal and/or provincial legislation and/or regulations.

For the Employer

For the Union

Date:

Date:

Letter of Understanding #5

- between -

Alberta Pensions Services Corporation
(hereafter referred to as the "Employer")

- and -

The Alberta Union of Provincial Employees
Local 118 Chapter 013
(hereafter referred to as the "Union")

Move Allowance

APS Corporation will be relocating to a new building during the summer of 2009. In recognition of Employees supporting and making the move to the new building and understanding that Employees will undergo adjustment to the new location, the parties agree to the following terms in respect of the implementation of a Move Allowance:

1. The Employer shall implement a Move Allowance for all eligible Employees.
2. Employees who are employed with the Corporation and actively at work for the duration of March 1, 2009 to October 31, 2009 shall receive a one-time lump-sum payment of \$3,000, less applicable statutory deductions. The payment will be prorated for part-time Employees based on full-time equivalency.
3. Employees on leaves of absence will be considered for this Move Allowance provided they were an Employee prior to March 1, 2009 and return to work prior to or around the time of the move. The parties will consult and determine eligibility for the Move Allowance for any such Employees.
4. The Relocation Bonus will be paid on the last pay in December 2009.

For the Employer

For the Union

Date:

Date:

Letter of Understanding #6

- between -

Alberta Pensions Services Corporation
(hereafter referred to as the "Employer")

- and -

The Alberta Union of Provincial Employees
Local 118 Chapter 013
(hereafter referred to as the "Union")

Participation in the Performance Bonus

The parties agree that Employees will have the right to decide if they wish to participate in the Employer's Performance Bonus. Conditions for this Employee choice shall be as follows:

1. The Performance Bonus will operate according to the Employer's Performance Bonus Policy as amended from time-to-time, and will continue in effect unless the majority of Bargaining Unit Employees vote to discontinue participation. The Performance Bonus Policy shall not form part of the collective agreement and will not be considered as incorporated by reference.
2. These conditions on implementation of the Performance Bonus shall be separate and apart from ratification of a new collective agreement. The ratification vote on terms of a new collective agreement and the Employee vote on the above Performance Bonus conditions shall be separate and not linked to one another in any manner.
3. Employees shall not vote on participation in the plan more than once in any calendar year. In the event Employees vote to discontinue participation in the plan, such discontinuance shall take effect in the next following calendar year.

For the Employer

For the Union

Date:

Date:

Letter of Understanding #7

- between -

Alberta Pensions Services Corporation
(hereafter referred to as the "Employer")

- and -

The Alberta Union of Provincial Employees
Local 118 Chapter 013
(hereafter referred to as the "Union")

Continued Operation of the Pension Services Progression Series

The Employer will continue operation of the Pension Services Progression Series. The position of Member Services Representative I will be the entry level posted position for the purposes of the Pension Services Progression Series. Advancement through the Member Services Representative II and Pension Specialist levels will then be based on progression criteria established for the Pension Services Progression Series. Member Services Representative II and Pension Specialist positions will not be posted but will be filled through this progression.

While the Pension Services Progression Series will be continued as set out above, the administrative conditions of the program and criteria for progression shall continue to operate by policy outside the scope of this Agreement. The policy may be amended from time-to-time and shall not form part of the collective agreement and will not be considered as incorporated by reference.

For the Employer

For the Union

Date:

Date:

Letter of Understanding #8

- between -

Alberta Pensions Services Corporation
(hereafter referred to as the "Employer")

- and -

The Alberta Union of Provincial Employees
Local 118 Chapter 013
(hereafter referred to as the "Union")

Employment of Retired Employees

1. Where a retired APS employee is re-employed by the Employer and the employee does not wish to participate in the Employer's benefit plan:
 - a) Retired employees may be hired back as casual employees.
 - b) Retired employees hired on a casual basis for project positions, will be hired for a pre-determined period of time not to exceed one (1) year.
 - c) This Letter of Understanding does not preclude current employees from expressing interest and being considered for project positions. The terms and conditions for current employees as outlined in the Collective Agreement, Article 1.1 (c) shall apply.
 - d) All other terms and conditions for casual employees as outlined in the Collective Agreement shall apply.

2. The Employer will review this Letter of Understanding with the Union upon the development of a corporate policy on Employment of Retired Employees..

For the Employer

For the Union

Date:

Date:

Letter of Understanding #9

- between -

Alberta Pensions Services Corporation
(hereafter referred to as the "Employer")

- and -

The Alberta Union of Provincial Employees
Local 118 Chapter 013
(hereafter referred to as the "Union")

Vehicle Allowance

Vehicle Allowance Policy:

Employees of the Corporation who are required to use their personal vehicle in the performance of regular duties will be provided a monthly vehicle allowance of \$350/month. Employees covered by policy use a corporate purchasing card for fuel. They may claim a reduced mileage rate as defined in the Travel Policy Addendum.

The vehicle allowance is a taxable benefit and the Corporation will provide appropriate documentation to the employee for tax purposes.

The requirement for vehicle use must be clearly indicated on the job description and the application of the allowance must be specified in a Letter of Understanding attached to the Collective Agreement.

When an APS employee performing the role of Information Specialist is required to use their personal vehicle in the performance of their regular duties, the Employer will pay a monthly vehicle allowance in the amount of \$350. The Employer acknowledges that the allowance is a taxable benefit and will provide documentation to employees for tax purposes.

For the Employer

For the Union

Date:

Date: