

COLLECTIVE AGREEMENT

BETWEEN THE

ALBERTA UNION OF PROVINCIAL EMPLOYEES
(the "Employer")

AND THE

COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA, LOCAL 880
(the "Union")

EXPIRY: January 31, 2014

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ARTICLE 1

Purpose of Agreement

- 1.01 The purpose of this Agreement between the Communications, Energy and Paperworkers Union of Canada Local 880 and the Alberta Union of Provincial Employees is to establish and maintain rates of pay, hours of work, other working conditions of employment, and to provide appropriate procedures for the resolution of grievances during the term of the Agreement.

ARTICLE 2

Effective Date and Term

- 2.01 The provisions of this Agreement shall be effective from the date of ratification unless otherwise stated and shall continue in effect until January 31, 2014.
- 2.02 Either the Employer or the Union shall, not less than sixty (60) calendar days or more than one hundred and twenty (120) calendar days prior to the expiry date of the Agreement, give notice in writing of its desire to amend this Collective Agreement.
- 2.03 This Collective Agreement shall continue in force and effect until a new Collective Agreement has been ratified or a strike or lockout has occurred.
- 2.04 Any notice required to be given in this Collective Agreement shall be deemed to have been sufficiently served if personally delivered or mailed in a prepaid registered envelope addressed:

In the case of the Employer to:

The President
Alberta Union of Provincial Employees
10451 – 170 Street,
Edmonton, Alberta, T5P 4S7

and in the case of the Union to:

The President
Communications, Energy and Paperworkers Union of Canada,
Local 880
c/o 10451 - 170 Street,
Edmonton, Alberta, T5P 4S7

2.05 During the term of this Agreement, Articles of this Collective Agreement may be altered or amended by mutual Agreement between the Union and the Employer. Union Agreement is subject to ratification of Union membership.

ARTICLE 3

Definitions

3.01 In this Agreement, unless the context otherwise requires:

- (a) A word used in the feminine gender applies also in the masculine, and vice versa.
- (b) Singular - A word used in the singular applies also in the plural if the context so requires.
- (c) "Union" means the Communications, Energy and Paperworkers Union of Canada, Local 880.
- (d) "Act" means The Alberta Labour Relations Code as amended from time to time.
- (e) "Employer" means the Alberta Union of Provincial Employees.
- (f) "Employee" shall mean a person covered by this Collective Agreement and includes:
 - (i) "Permanent Employee" refers to an Employee who is appointed to a Permanent Full-Time or Permanent Part-Time position in a classification contained in this Agreement, and who has successfully completed her probationary period.
 - (ii) "Temporary Employee" is a person who is employed on a Full-Time or Part-Time basis for the following purposes:
 - 1) Replacement - to replace an Employee who is on approved leave of absence;
 - 2) Project – to perform duties related to a defined project for a period of time that normally would not exceed one (1) year, unless extended in writing by mutual agreement between the Employer and the Union;

- 3) Trial – to perform duties related to a trial project, allowing the Employer to assess the viability of creating a permanent position, for a period of time that normally would not exceed six (6) months, unless extended in writing by mutual agreement between the Employer and the Union;
- 4) AUPE Member/Staff Development – to perform duties allowing for educational development and training for a period of time that normally would not exceed six (6) months, unless extended in writing by mutual agreement between the Employer and the Union.
- (iii) "Casual Employee" is a person who is employed for the purpose of cover off for short term illness or vacation or peak workloads and whose employment will not normally exceed four (4) continuous weeks, unless extended by mutual agreement between the Employer and the Union.
- (iv) "Probationary Employee" means a person who occupies a permanent position during a probationary period.
- (g) Shop Steward - means a person who is selected by the Employees of the Bargaining Unit to act on behalf of those Employees.
- (h) "Service or Seniority" shall mean length of continuous employment with the Employer.
- (i) "Promotion" means when an Employee applies and is successful on a job posting which results in a higher salary rate.
- (j) "Year or Years of Employment" - the first day of employment becomes the Employee's anniversary date for computing years of service.
- (k) "Work location" shall be defined as each Regional Office and Headquarters. Headquarters includes all offices in Edmonton.

ARTICLE 4

Management Recognition

4.01 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.

4.02 Where the term "Employer" appears in this Agreement, the Union and its members will be advised of the proper authority for purposes of authorization and of any delegation of that authority.

ARTICLE 5

Union Security

5.01 The Employer recognizes the Union as the exclusive bargaining agent for the Employees comprised of all classifications contained in Schedule "A" of this Agreement.

5.02 All Employees covered by this Agreement shall, as a condition of their employment, within thirty (30) days of the date hereof or within thirty (30) days of their employment, whichever event shall later occur, become and remain members in good standing in the Union.

5.03 There shall be no discrimination, restriction or coercion exercised or practiced by the Parties in respect of any Employee by reason of age, race, colour, creed, national origin, political or religious belief, gender, sexual orientation, marital status, membership or activity in the Union nor in respect of any Employee of the Employer exercising any right conferred under this Agreement or any law of Canada or Alberta.

5.04 (a) Where the operational needs are assessed by the Employer and require that persons or firms outside the Bargaining Unit take part in Employer activities, the Employer agrees that no member of the Bargaining Unit shall have her job security threatened, shall lose regular daily pay or regular hourly pay.

(b) There shall be no contracting out of work performed by the Employees of the Employer except that the Employer retains the right to hire individuals or firms on a fee-for-service basis for tasks requiring a particular profession or requiring a particular expertise not possessed by existing Employees.

(c) The Employer will consult the Union and shall advise the Union in writing of the name of the person and the nature of the activity that will be performed as per 5.04 (a) and (b) prior to invoking this Clause.

5.05 The Employer shall deduct from the wages of all Employees covered by this Agreement such Union dues and levies as may be decided from time to time by the Union. Such deductions with an accounting thereof, shall be forwarded to the Union at the end of each month. The Union shall notify

the Employer of a change in the amounts to be deducted at least thirty (30) days prior to the effective date of that change.

- 5.06 The Employer shall supply the Union with such information relating to positions within the Bargaining Unit, job classifications, wage rates, insurance, pension and other benefits as the Union may from time to time request.
- 5.07 The Employer agrees to meet from time to time with any designated Union representatives to discuss and attempt to resolve any matter of mutual concern.
- 5.08 Employees shall be allowed time off with pay for the conduct of official Union business on the following basis:
- (a) Shop Steward and complainant for time spent investigating a complaint, and a Shop Steward and a grievor for time spent in discussing written grievances as outlined in the Grievance Procedure. The Shop Steward and the complainant and/or grievor shall inform their respective supervisors before leaving and upon returning to their respective work places. The Union will make every effort to discuss complaints and written grievances by telephone conference call or other such means.
 - (b) Authorized Union representatives, not to exceed four (4) in number, for time spent in Union/Management meetings with representatives of the Employer. Authorized Union representatives participating in Union/Management meetings shall be reimbursed in accordance with Article 32 (Employee Expenses for Employer Business).
- 5.09 Where operational requirements permit, leave without pay shall be granted for authorized Union representatives to conduct Union business as requested by the President of the Union. The Union agrees to provide the Employer with a minimum of five (5) work days notice when requesting time off under this Clause.
- 5.10 To facilitate the administration of Clause 5.09 and 5.13 (a) and (b), the Employer will grant the leave of absence with pay and invoice the Union for the salary costs incurred.
- 5.11 (a) The Employer acknowledges the right of the Union to appoint Employees as Shop Stewards. The Union shall provide an updated list of Shop Stewards to the Employer.

- (b) The Employer recognizes the Shop Steward as an official representative of the Union.
- 5.12 The Employer agrees that prior to implementing any policies, procedures or rules that affect the size and/or scope of the Bargaining Unit, the matter will be discussed with the Union. Such policies, procedures and rules shall not be inconsistent with this Agreement.
- 5.13 (a) Providing work circumstances permit, the Employer shall grant leave without pay to a maximum of three (3) members of the Union for purposes of attending conventions and seminars as delegates of the Communications, Energy and Paperworkers Union of Canada, Local 880. The Union agrees to provide the Employer with a minimum of five (5) work days notice when requesting time off under this Clause.
- (b) For four (4) members of the Negotiating Committee, the Employer shall grant a leave of absence without pay, for time spent in preparation and meetings with the Employer, during formal negotiations or mediation.
- 5.14 In recognition of the fact that work is performed on behalf of the Employer by unionized labour, represented by the Communications, Energy and Paperworkers Union of Canada, the Union Label/Logo "CEP880" may appear on work performed by Communications, Energy and Paperworkers Union of Canada, Local 880 members.
- 5.15 The Union may be granted the use of a meeting room without charge for conducting Union business. The use of a meeting room shall only be permitted when the meeting room is not required for Employer activities.

ARTICLE 6

General

- 6.01 It is assumed by the Parties hereto that each provision of this Agreement is in conformity with all applicable laws of the Province of Alberta and the Government of Canada. Should it be later determined that it would be a violation of any legally effective Provincial or Federal statute to comply with any provision or provisions of this Agreement, the Parties shall renegotiate such provision or provisions of this Agreement for the purpose of making them conform to such Provincial or Federal statute, and the other provisions of this Agreement shall not be affected thereby.

- 6.02 Employees shall not be asked to make any written statement or verbal contract, which may conflict with this Agreement.
- 6.03 It shall not be a violation of this Agreement or cause for discharge of any Employee in the performance of their duties to recognize a picket line. The Union shall notify the Employer as soon as possible of the existence of such organized picket line.
- 6.04 The Employer shall provide a copy of the Collective Agreement and a brochure on Group Benefit Plans to each Employee and all new Employees as they are hired.
- 6.05 (a) Employees on all Leaves of Absences without pay, or Layoff, shall not be eligible for the entitlements of the Collective Agreement except:
- (i) Article 9 (Grievance Procedure);
 - (ii) Article 28 (Seniority);
 - (iii) Article 29 (Layoff, Recall and Transfers).
- (b) Employees on all Leaves of Absences without pay or Layoff, for the first sixty (60) calendar days shall continue to receive:
- (i) Article 16 (Health Benefits)
(except Long Term Disability);
 - (ii) Article 34 (Mileage and Vehicle Allowances).
- (c) Employees on paid maternity leave as per Clause 21.03 shall be eligible for the entitlements of the Collective Agreement but cease to accrue:
- (i) In lieu of Overtime, Clause 11.01(b) (Overtime);
 - (ii) Article 12 (Paid Holidays) or Article 13 (Annual Vacation);
 - (iii) Time towards Article 26 (Probationary Period);
 - (iv) Article 32 (Employee Expenses for Employer Business).
- (d) Employees on approved leave of absence with pay (not including sick leave, vacation and TOIL time) shall be eligible for the entitlements of the Collective Agreement but cease to accrue or receive:

- (i) In lieu of Overtime, Clause 11.01(b) (Overtime);
- (ii) Article 12 (Paid Holidays) or Article 13 (Annual Vacation);
- (iii) Time towards Article 26 (Probationary Period);
- (iv) Article 32 (Employee Expenses for Employer Business);
- (v) Article 34 (Mileage and Vehicle Allowances)

6.06 Employees on Long Term Disability subject to Clause 16.07 (Health Benefits) shall not be eligible for the entitlements of the Collective Agreement except:

- (i) Article 9 (Grievance Procedure);
- (ii) Article 16 (Health Benefits) (for the first thirty-six (36) months of LTDI only);
- (iii) Article 28 (Seniority);
- (iv) Article 29 (Layoff, Recall and Transfers).

Employees on Long Term Disability during the first ninety (90) calendar days shall be entitled to the provisions of Article 34 (Mileage and Vehicle Allowance).

6.07 Every reasonable attempt will be made to provide surface parking places complete with plug-ins at no cost to the Employee.

6.08 Where practical, the Employer shall provide a lunchroom for the Employees.

ARTICLE 7

Employee Files

7.01 The Employer agrees there shall be only one file kept or used by the Employer for each Employee, and such file to be located in the Head Office. Upon written request to the Employer, an Employee shall have the right to examine, and may be accompanied by a representative of the Union in the presence of an Employer representative, the personnel file kept by the Employer for that Employee.

7.02 No document shall be placed on any Employee's file without the Employee being given a copy for her own records.

7.03 If any disciplinary correspondence is placed on the Employee's file, it will be removed upon written request of the affected Employee after twelve (12) months discipline free service. All absences for illness or leaves as per Article 14 (Leave of Absence) longer than thirty (30) calendar days shall not count towards the fulfillment of the twelve (12) month period.

7.04 When a person or group of persons make written complaints to the Employer pertaining to any member of the Union, the Employer shall immediately forward to the Employee concerned, a copy of such statements and their source.

ARTICLE 8

Discharge, Suspension, Discipline

8.01 No Employee shall be discharged, suspended, demoted or otherwise disciplined without just cause.

8.02 When an Employee is disciplined, she will be provided the reason(s) in writing.

ARTICLE 9

Grievance Procedure

9.01 Where a difference concerning the interpretation, application, operation or any alleged violation of this Agreement or any question as to whether any difference is arbitrable, arises between the Employer and the Union bound by this Agreement, in the event the Employee is the grievor, the following steps shall be taken:

(a) The Employee should first discuss the subject of the proposed grievance with her immediate out-of-scope Supervisor in an attempt to resolve the matter within ten (10) work days of the alleged difference.

(b) If the grievor remains dissatisfied, the grievance shall, within ten (10) work days from the date of discussion with her immediate out-of-scope Supervisor, be forwarded in writing to the Executive Director or designate who shall endeavour to resolve the difference. The Executive Director or designate shall reply to the grievance in writing within ten (10) work days of the receipt of the grievance.

(c) If the grievor remains dissatisfied, the grievance shall, within ten (10) work days from the date of written response from the

Executive Director, be forwarded in writing to the President or designate who shall endeavour to resolve the difference. The President or designate shall reply to the grievance in writing within ten (10) work days of the receipt of the grievance.

- (d) If the difference remains unresolved the Union shall, within thirty (30) calendar days of receipt of the reply from the President or designate, submit the matter to a single arbitrator in accordance with the Act.
- (e) All correspondence within this procedure shall be transmitted by Registered Mail, Fax, E-mail, or delivered by hand.
- (f) At all steps of this procedure the grievor may request the assistance of a Shop Steward or an official representative of the Union. Grievance hearings may be conducted by telephone conference call or other such means.
- (g) In the event that the Employer or the Union is the grievor, the following steps shall be taken:
 - (i) The President or designate will meet with the Executive Committee of the Union in an endeavour to resolve the difference.
 - (ii) If the difference remains unresolved the dispute shall proceed to arbitration in accordance with Clause 9.01(d).
 - (iii) A Union grievance shall be defined as a grievance that cannot be the subject of an individual or group grievance.

9.02 If any of the time limits for the above steps are not adhered to by the party/grievor initiating the grievance, the grievance will be considered to have been abandoned. Should the party responding to the grievance fail to adhere to the time limits for any of the above steps, the grievance will automatically move to the next level.

9.03 A request by the Union or the Employer for an issue to be considered as a group grievance shall not be unreasonably denied.

9.04 The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the Union.

9.05 The Employer shall bear the costs of this procedure as per Clause 9.01(b) and 9.01(c). The Parties agree to split the costs of the arbitrator and each bear their own costs at arbitration.

- 9.06 The Union shall be provided with copies of Employer responses to Employee/Union Grievances.

ARTICLE 10

Hours of Work and Callback

- 10.01 The normal hours of work for all Employees except those in the Maintenance Service Worker and Caretaker classifications shall be seven (7) hours per day. The regular working day shall normally be between 8:30 A.M. and 4:30 P.M., Monday to Friday inclusive, unless modified by mutual consent between the Employee and the Employer.
- 10.02 The normal hours of work for Employees in the Caretaker class shall be seven and one-half (7 1/2) hours per day. The regular hours of work shall be 4:00 p.m. to midnight, Monday to Friday inclusive, unless modified by mutual consent between the Employee and the Employer. Notwithstanding Clause 10.04, Employees in the Caretaker class shall be entitled to only one-half (1/2) hour for an unpaid meal period.
- 10.03 The normal hours of work for Employees in the Maintenance Service Worker class shall be eight (8) hours per day. The regular hours of work shall be 7:30 a.m. to 4:00 p.m., Monday to Friday inclusive, unless modified by mutual consent between the Employee and the Employer. Notwithstanding Clause 10.04, Employees in the Maintenance Service Worker class shall be entitled to only one-half (1/2) hour for an unpaid meal period.
- 10.04 An Employee is entitled to a one (1) hour unpaid meal period, unless modified by mutual agreement between the Employer and the Employee. Such meal period shall be provided at a regular time to be arranged between the Employee and the Employer.
- 10.05 An Employee is entitled to two (2) rest periods per day of fifteen (15) minutes each, one before the meal period and one after the meal period.
- 10.06 An Employee, other than a Union Representative, M.S.O., Research Officer, Senior Communications Officer, Multi-Media Technician/ New Media Producer and other new classifications, when designated by the Employer, who is required by the Employer to, and does, report for emergency callback work, shall be paid for at least three (3) hours' work for each callout at the applicable overtime rate for the workday on which the callback takes place. Such hours to be inclusive of travel time to and from work.

ARTICLE 11

Overtime

- 11.01 (a) For all Employees, except those employed in the Union Representative, M.S.O., Research Officer, Senior Communications Advisor, Multi-Media Technician/New Media Producer classifications and other new classifications when designated by the Employer, overtime worked on regular Monday to Friday work days shall be paid at one and one half (1 1/2X) times the basic hourly rate for the first two (2) hours and at double the basic hourly rate for any work in excess of two (2) hours on that workday.
- (b) (i) Employees in the Union Representative, M.S.O., Research Officer, Senior Communications Advisor, Multi-Media Technician/New Media Producer classifications and other new classifications when designated by the Employer shall not receive pay for overtime worked Monday to Friday, but shall receive five (5) work days leave with pay for each three (3) calendar months or major portion thereof so employed. The five (5) work days shall be credited to the Employee at the start of each three (3) month period, commencing with January 1 of each year.
- (ii) Leave with pay, in lieu of overtime credited to Employees shall be liquidated at the rate of five (5) work days every three (3) months at a mutually agreeable time.
- (iii) If as a result of operational difficulties an Employee is unable to take the leave with pay in lieu of overtime as outlined in 11.01(b)(ii) above, the leave with pay shall be carried over to the next quarter. Any overtime accumulated as outlined in 11.01(b)(ii) above, shall be paid out by December 31st.
- (iv) Upon an Employees' request and Employer approval for TOIL or vacation, if either the TOIL or vacation are in the negative, the Employer will convert the request to withdraw time from the appropriate bank(s) with a positive balance.
- (v) For the purposes of this Article, the recording of leave with pay in lieu of overtime under 11.01(b) above shall be maintained separately from the time off in lieu of payment for overtime under Article 11.01(c).

- (c)
 - (i) Employees in the Union Representative, M.S.O., Research Officer, Senior Communications Advisor, and Multi-Media Technician/New Media Producer classifications and other new classifications when designated by the Employer, who are required to work on a Saturday shall receive pay at one and one half (1 1/2X) times their basic hourly rate for hours worked.
 - (ii) Employees in the Union Representative, M.S.O., Research Officer, Senior Communications Advisor and Multi-Media Technician/New Media Producer classifications and other new classifications when designated by the Employer, who are required to work on a Sunday or Paid Holiday shall receive two times (2X) the basic hourly rate for hours worked.
 - (iii) Employees in the Union Representative, M.S.O., Research Officer, Senior Communications Advisor and Multi-Media Technician/New Media Producer classifications and other new classifications when designated by the Employer, who are scheduled and approved to work overtime on Saturday, Sunday or a Paid Holiday will be credited with a minimum of three (3) hours overtime at the applicable overtime premium.
- (d) For Employees other than specified in 11.01(c)(i) and 11.01(c)(ii) who are required to work on Saturday, Sunday or Paid Holiday shall receive two times (2X) their basic hourly rate for hours worked.
- (e) All overtime must be authorized by the Employee's immediate out-of-scope Supervisor in advance.

11.02 An Employee required to work in excess of two (2) hours shall be entitled to a thirty (30) minute unpaid meal period.

11.03 The Employee may choose, at her option, to take equivalent time off in lieu of payment for overtime worked. The Employee may choose the date of the time off with the Employer's consent, such consent not to be unreasonably denied.

All time in lieu of overtime outstanding at December 31st in any calendar year shall be paid out by the Employer.

11.04 For the purpose of this Article, time spent in travel on Employer business shall be considered as time worked.

- 11.05 Employees attending training seminars designed for their own self-improvement will not be credited for overtime provided that attendance at those seminars is voluntary.
- 11.06 Employees will be provided with reports of all overtime banked hours on a periodic basis.
- 11.07 Overtime for Union Representatives, M.S.O.s, Research Officers, Senior Communications Advisor, Maintenance Service Workers, Senior Network Administrators and Multi-Media Technicians/New Media Producers classifications and other new classifications, when designated by the Employer is mandatory. For all other Employees, overtime shall be voluntary, except in the event of unforeseeable circumstances or peak workloads.

ARTICLE 12

Paid Holidays

- 12.01 All Permanent Full-Time and Temporary Employees shall be entitled to one (1) days paid leave for each of the following holidays:
 - (a)

New Year's Day	Canada Day
Family Day	Labour Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Thanksgiving Day	One Civic Holiday
One Christmas Floater	
 - (b) Any duly proclaimed Federal, Provincial or Civic Holiday.
- 12.02 The Christmas Floater Holiday shall be scheduled to give five (5) consecutive days off including the weekend as follows:
 - (a) on December 24th when Christmas Day falls on a Tuesday, a Thursday, a Friday or a Saturday;
 - (b) on December 27th when Christmas Day falls on a Monday or a Wednesday;
 - (c) on December 28th when Christmas Day falls on a Sunday.
- 12.03 If one or more of the above holidays fall during an Employee's Annual Vacation Period, the Employee shall be credited for that holiday and it

may be added to the vacation period or be taken at a later date, at a time mutually agreeable between the Employer and the Employee.

- 12.04 When a day designated as a paid holiday under Clause 12.01 falls on a Saturday or Sunday, it shall be observed on either the previous Friday or subsequent Monday as directed by the Employer.

ARTICLE 13

Annual Vacation

- 13.01 All Permanent Full-Time Employees covered by this Agreement shall be entitled to Annual Vacation with pay.

- 13.02 Vacation entitlements with pay, shall be as follows:

- (a) An Employee who has completed less than twelve (12) full months service as of December 31, shall receive one and one-quarter (1-1/4) work days vacation for each calendar month worked from the commencement of her service, provided that when employment has commenced on or before the fifteenth (15) day of any month, she shall earn vacation entitlements from the first day of that month, and when employment has commenced on or after the sixteenth (16) day of any month, she shall earn vacation entitlements from the first day of the following month.
- (b) An Employee who has completed twelve (12) full calendar months of service as of December 31, shall receive fifteen (15) work days vacation.
- (c) An Employee who has completed three (3) years service as of December 31, shall receive twenty (20) work days vacation.
- (d) An Employee who has completed nine (9) years service as of December 31, shall receive twenty-five (25) work days vacation.
- (e) An Employee who has completed fourteen (14) years service as of December 31, shall receive thirty (30) work days vacation.
- (f) An Employee who has completed nineteen (19) years service as of December 31, shall receive thirty-five (35) work days vacation.
- (g) An Employee who has completed twenty-five (25) years service on the Employee's anniversary date, shall be entitled to five (5) additional work days on a one time basis only.

- 13.03 Vacation leave will be calculated monthly and may be taken in the year it is earned. However, at no time shall an Employee take vacation time before it is earned, unless modified by mutual consent between the Employee and the Employer.
- 13.04 An Employee who is not entitled to paid vacation may take vacation leave, without pay, by application to the Employer. Such application will not unreasonably be denied.
- 13.05 Insofar as the efficient operation of the Employer's services will permit, Employees by work units shall have the right to choose their period of vacation. In the event of conflict, seniority will be taken into consideration. A request for vacation leave shall be submitted in writing at least two (2) weeks in advance in order to be considered, when the period of leave requested is more than five (5) work days. The Employer may waive the two (2) weeks advance notice in the event of special circumstances.
- 13.06 Should an Employee be admitted to a hospital as an "in-patient" during the course of their vacation, they shall be considered to be on sick leave, subject to the provisions of Article 15 (Illness Leave). Vacation time not taken as a result of such stay in hospital and related period of convalescence shall be taken at a mutually agreeable time.
- 13.07 Where an Employee's service terminates prior to accrued vacation periods being taken, she shall be paid monies in lieu of that accrued vacation period in addition to any other monies due upon termination.
- 13.08 Where an Employee has not taken all the vacation leave to which she is entitled in any year, the unused portion of her vacation leave will be carried over into the following year, or will be paid out at the Employee's request. However, an Employee may not have more than ten (10) work days of vacation time carried over in any year unless mutually agreed by the Employee and Employer.
- 13.09 Vacation year will be the period of January 1 - December 31.
- 13.10 Subject to operational requirements, the Parties agree that an Employee shall be entitled to take Annual Vacation leave pursuant to Article 13, time off in lieu of overtime worked pursuant to Article 11 and time off in lieu of payment for overtime worked pursuant to Article 11, to a maximum of twelve (12) weeks, either consecutively or in any combination thereof, in any calendar year. Any additional leave shall be by mutual agreement between the Employee and the Employer.

ARTICLE 14

Leave of Absence

- 14.01 The Employer recognizes the right of an Employee to participate in public affairs. Therefore, upon written request the Employer shall grant leave of absence without pay subject to Clause 6.05 (General), so that the Employee may participate as a candidate in a Federal, Provincial or Municipal election. An Employee who is elected to public office shall be allowed leave of absence without pay or benefits, but without loss of seniority during her term of office.
- 14.02 Upon written request by the Employee and subject to operational requirements, an Employee shall be granted a leave of absence without pay for reasons other than contained in Clause 14.01. Leave granted under this Article shall not result in a loss of seniority nor constitute a break in continuous service.
- 14.03 An Employee who is appointed or elected to a Full-Time position with the Union, the Canadian Labour Congress or with one of its affiliated labour organizations, shall be granted leave of absence without pay or benefits and without loss of seniority for a period of two (2) years subject to renewal on application to the Employer for further successive periods of two (2) years each.

ARTICLE 15

Illness Leave

- 15.01 Illness leave is defined as a form of insurance against illness, quarantine by a Medical Officer of Health, or because of an accident for which compensation is not payable under the Workers' Compensation Act.
- 15.02 Every permanent Employee covered by this Agreement shall be entitled to illness leave in the amount of eighty-five (85) work days at full pay.
- 15.03 Except in the case of unrelated illness an Employee who returns to active work after a period of less than eighty-five (85) consecutive work days but more than twenty two (22) consecutive work days shall be at active work for a period of twenty two (22) work days in order for the full reinstatement of the eighty-five (85) work days illness leave provisions to apply.
- 15.04 An Employee who returns to active work in accordance with Clause 15.03, but who becomes ill with a related illness during the twenty two (22)

work day qualifying period, shall be entitled to the balance of the eighty-five (85) work days illness leave in which case such illness leave shall be considered to be continuous.

15.05 With prior notification, Employees shall be granted time off with pay to attend medical, dental, optical, physiotherapy, chiropractic or counseling appointments.

15.06 The Employer shall require a proper medical certificate for any absence exceeding three (3) work days.

15.07 For absences of less than three (3) work days, the Employer may require a Sworn Statutory Declaration. In cases of prolonged or frequent absence due to illness, the Employer may require a proper Medical Certificate for absences of less than three (3) work days. However, any Employee required to produce a Medical Certificate shall be notified of this requirement prior to her return to work.

15.08 The Employer may require that an Employee be examined by a Medical Board:

- (a) In the case of prolonged or frequent absence due to illness, or
- (b) when it is considered that an Employee is unable to satisfactorily perform her duties due to disability or illness.
- (c) An Employee shall be entitled to have her personal physician or other physician of her choice to be a member of the Board or to act as her counsel before the Medical Board.
- (d) Should an Employee be found unfit for normal duties by a Medical Board she shall immediately be placed on illness leave if available, and if eligible, an application for LTDI shall be submitted.
- (e) Expenses incurred under this Article shall be paid by the Employer.

15.09 Behavioral Health

- (a) The Employer is concerned with the problems of behavioral health and will continue to assist Employees in this regard.
- (b) For the purpose of this Article, a behavioral health problem is defined as a physical or mental condition (including alcoholism, drug dependency), which affects the performance of an Employee so as to make her work unacceptable. Further, the Parties recognize a behavioral health problem as a condition which can respond to

therapy and treatment; therefore, an absence from duty due to such therapy or treatment shall be subject to the illness provisions of this Agreement.

- (c) The Employer and the Employee agree to an exchange of information where applicable, pertinent to the treatment and progress of an Employee during such treatment, provided that such Employee consents to an exchange of information.

ARTICLE 16

Health Benefits

16.01 When the enrollment and other requirements of the insurer(s) have been met, the Employer shall provide the following group plans for their eligible Employees and their eligible dependents:

- (a) Health Benefits Plan, or equivalent, inclusive of:
 - (i) Group Life Insurance;
 - (ii) Dental Insurance;
 - (iii) Accidental Death and Dismemberment Insurance;
 - (iv) Medicare Supplement Insurance;
 - (v) Vision Care;
 - (vi) Travel Emergency Assistance Benefit;
 - (vii) Long Term Disability Insurance;
 - (viii) EI Sub-Plan to supplement an eligible Employee's Employment Insurance to meet the Employer's obligation to provide benefit payments to an Employee during the valid health-related period for being absent from work due to pregnancy for which she has provided satisfactory medical proof;
 - (ix) Direct Bill Card (prescription).

16.02 Plan Information

- (a) The Employer's responsibility under Clause 16.01 is to arrange and continue a health benefits plan through an insurance carrier, and to pay the full costs of the premiums. The Employer will not reduce

the overall level of benefits contracted for during the term of this agreement. Eligibility for benefits will be determined by the terms of the policies in place.

- 16.03 An eligible Employee who becomes ill or disabled and who, as a result of such illness or disability, is absent from work for a continuous period of eighty-five (85) work days may apply for long term disability benefits.
- 16.04 In the event that there is a dispute regarding an Employee's eligibility for long term disability, the Employer shall provide the Employee an opportunity to liquidate all banked overtime and vacation, as well as vacation earned as per Clause 13.03 of this Collective Agreement.
- 16.05 Should an Employee exhaust her overtime and vacation entitlements as per Clause 16.04, while awaiting her claim to be adjudicated, the Employer shall, upon written application from the Employee, provide a loan equal to two (2) months salary. The Employee shall sign the necessary loan repayment Agreement.
- 16.06 For Employees on long-term disability, the Employer shall maintain a position at her pre-disability classification and work location for twelve (12) months, and her classification (any location) for thirty-six (36) months, as long as the employment relationship continues.
- 16.07 The employment relationship shall be deemed to be terminated after an absence of thirty-six (36) months on long-term disability coverage, or earlier if there is medical evidence that the employee will be unable to return to her pre-disability classification or another suitable classification and work that can accommodate the employee's disability without undue hardship.

ARTICLE 17

Workers' Compensation Supplement

- 17.01 Employees who sustain an injury in the course of their duties and who are eligible for Workers' Compensation shall be paid that amount of money which represents the difference between what they receive from the Workers' Compensation Board and their regular salary for a period of compensation not to exceed eighty-five (85) working days. After the expiration of this period the provisions of the LTDI Plan may apply.

ARTICLE 18

Health and Safety

- 18.01 The Employer agrees to make reasonable and proper provisions for the maintenance of high standards of health and safety in the workplace

including a properly heated and lighted working environment that is free of pollution. The Employer shall comply with applicable federal, provincial and municipal health and safety legislation and regulations, including the Occupational Health and Safety Act and Regulations thereto.

18.02 A joint health and safety committee shall be constituted consisting of two (2) representatives of management and two (2) representatives of the Union which shall identify potential dangers, institute means of improving the health and safety of Employees, including health and safety programs, and obtain information from the Employer or other persons respecting the identification of hazards, health and safety experience, work practices and standards elsewhere. Time spent in such meetings is to be considered time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union. All decisions reached by the joint health and safety committee shall be reported in writing to the Executive Secretary-Treasurer of AUPE for appropriate action.

18.03 Two (2) representatives of the joint health and safety committee, one (1) from management and one (1) from the Union, shall make inspections every three (3) months of the workplace and equipment and shall report to the health and safety committee the results of their inspections. In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the Union and to the Employer on the nature and causes of the accident or injury.

ARTICLE 19

Safety Footwear Allowance and Working Equipment

19.01 An allowance of up to One Hundred and Thirty dollars (\$130.00) will be provided to Permanent Employees in the following classifications:

- (a) Caretaker
- (b) Maintenance Service Worker
- (c) Clerk I, II, III (Mailroom)

for safety footwear or special footwear upon production of a receipt. This footwear must be worn during work hours and shall be replaced as necessary as approved by the Employer. When a new Employee has successfully completed her probationary period, she will be reimbursed

up to One Hundred and Thirty dollars (\$130.00) towards the previous cost of purchase of her safety or special footwear with production of a receipt.

- 19.02 (a) The Employer will provide attaché cases and such other equipment the Employer considers necessary for the Employee to effectively and safely perform her duties. Such equipment provided under this Clause shall remain the property of the Employer.
- (b) An Employee may request personal protective equipment that they consider necessary for the safe performance of their duties and if approved by the Employer, such items shall be supplied at no cost to the Employee. Such equipment provided under this Clause shall remain the property of the Employer.

ARTICLE 20

Harassment

- 20.01 The Union and the Employer recognize the right of an Employee to work in an environment free from harassment. Harassment shall be defined as the abusive, unfair or demeaning treatment of a person or group of persons that has the effect or purpose of unreasonably interfering with a person's or group's status or performance or creating a hostile or intimidating working environment.
- 20.02 Harassment complaints shall be filed directly to the Executive Director, or designate, who shall initiate an investigation within five (5) working days of receipt of the complaint. A copy of the complaint shall be provided to the person or persons who are alleged to have harassed the complainant.
- 20.03 The Employer shall complete the investigation within twenty (20) work days and provide written notification of the results to the individuals involved.
- 20.04 Should the complainant believe that the investigation was not full and complete she may file a grievance in writing to the President.

ARTICLE 21

Maternity Leave

- 21.01 An Employee shall be granted leave for maternity reasons for a period not normally exceeding one (1) year from the date of leaving to the date of return. Application for such leave may be made only after one (1) year of employment. Such application must be made a minimum of three (3) months prior to scheduled date of confinement.

- 21.02 After completion of two (2) years continuous service, an Employee who provided the Employer with proof that she has applied for and is eligible to receive Employment Insurance Benefits shall be paid a maternity leave allowance in accordance with the Supplementary Employment Benefit Plan.
- 21.03 In respect of the period of maternity leave, payment made according to the Supplementary Employment Benefit Plan will consist of the following:
- (a) for the first two (2) weeks, payments equivalent to seventy-five percent (75%) of her regular weekly wage; and
 - (b) up to fifteen (15) additional weeks payments equivalent to the difference between the EI benefits the Employee is eligible to receive and seventy-five percent (75%) of her regular weekly wage;
 - (c) the weekly wage referred to in Clause 21.03(a) and (b) shall be the Employee's hourly wage times thirty-five (35) hours;
 - (d) where an Employee becomes eligible for a salary increase during the period of maternity leave, payments made under Clause 21.03(a) or (b) shall be adjusted accordingly.
- 21.04 An Employee shall be granted a minimum of seventeen (17) weeks leave for maternity reasons subject to Clause 21.01 except where a shorter period is requested by the Employee.
- 21.05 An Employee may be granted a leave of absence without pay upon written application to the Employer. Such a request shall not be unreasonably denied.
- 21.06 An Employee granted leave for maternity reasons shall be returned to her former position or be placed in another position at a comparable salary level upon her return to work.
- 21.07 The Employee, in consultation with the Employer, shall determine the date that maternity leave commences, except:
- (a) when the Employee presents a medical certificate indicating she is unable to perform the duties required, in this case, Clause 21.08 applies; or
 - (b) where the Employee indicates she requires leave to conform to the regulations applicable to Employment Insurance Benefits.

21.08 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. Where no suitable position is available, Article 15 (Illness Leave) shall apply for that period.

21.09 An Employee shall be granted adoption leave or paternity leave without pay for a period not normally exceeding one (1) year from the date of leave to the date of return. Such leave will be granted only after one (1) year employment.

ARTICLE 22

Special Leave

- 22.01 (a) An Employee on vacation or toil, shall be granted upon application, special leave at her basic rate of pay as follows:
- (i) bereavement leave - five (5) days,
 - (ii) travel time for bereavement within the immediate family - three (3) days,
 - (iii) disaster conditions - two (2) days,
- (b) An Employee who is at work shall be granted upon application, special leave at her basic rate of pay. The circumstances under which special leave is granted, subject to Clauses 22.02, and the corresponding maximum length of each are as follows:
- (i) illness within the immediate family – four (4) days,
 - (ii) bereavement – five (5) days,
 - (iii) travel time for illness or bereavement within the immediate family – three (3) days,
 - (iv) administration of estate – two (2) days,
 - (v) moving household effects – one (1) day,
 - (vi) disaster conditions – two (2) days,
 - (vii) write examination(s) for course(s) approved by the Employer as required,
 - (viii) attend funerals as pall-bearer or mourner – one (1) day,

- (ix) be present at birth or adoption proceedings of an Employee's child – one (1) day,
- (x) attend formal hearing to become Canadian Citizen – one (1) day.

22.02 For purposes of determining eligibility for special leave under Clause 22.01, the following provisions shall apply:

- (a) illness within the immediate family - leave of absence shall be granted for the care of the person that is ill. Immediate family shall mean: wife, husband, son, daughter, mother, father, or a person permanently residing in the Employee's household or with whom the Employee permanently resides,
- (b) bereavement - leave of absence will be granted in the event of the death of any of the following relations of an Employee or spouse: spouse, parents, guardian, parent-in-law, grandparent, grandchild, son, daughter, brother, sister or the husband or wife of any of them, or a person permanently residing in the Employee's household or with whom the Employee permanently resides,
- (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 of the estate for the deceased,
- (e) moving of household effects shall apply to an Employee who changes her place of residence which necessitates the moving of her household effects during her normal working hours. In the event an Employee's normal place of employment is moved outside the municipal area, the normal moving allowance shall apply,
- (f) disaster conditions shall apply for a critical condition which requires an Employee's personal attention in a disaster (flood, fire, etc.) which cannot be served by others or attended to by the Employee at a time when she is normally off duty.

22.03 The maximum length specified for each circumstance requiring use of special leave shall not be exceeded, however special leave may be granted more than once for the same circumstance within a calendar year. Requests for special leave more than once for the same circumstances within a calendar year shall not be unreasonably denied provided the

total special leave granted does not exceed ten (10) working days per calendar year, unless additional special leave is approved by the Employer.

- 22.04 When an Employee requests time off without pay, it shall not be unreasonably denied.
- 22.05 Two (2) weeks notice may be required for leave requested under Clause 22.01(b), Sub-Clauses (iv), (v), (vii) and (x).

ARTICLE 23

Court and Jury Duties

- 23.01 (a) An Employee summoned for jury or witness duty shall be paid wages in an amount equal to the amount they would have earned had they worked such days, less any monies paid to them for jury service or witness fees. Employees receiving jury service or witness fees shall furnish the Employer with such statement of earnings as the Court may provide. Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their shift remains to be worked. An Employee acting as a voluntary witness shall not be paid for such absence.
- (b) The Employer agrees to pay reasonable costs for court appearances on behalf of the Employee arising out of her employment.

ARTICLE 24

Job Opportunities, Transfers and Reclassification

- 24.01 The Employer agrees that Permanent vacancies or new Permanent positions, within the Bargaining Unit shall be posted (Staff Portal) internally and may be posted externally for a period of ten (10) working days. When a vacancy in the Bargaining Unit is posted, or a new position is created by the Employer, Employees shall be given preference over outside applicants in accordance with Clause 24.02. The notice of vacancy or new position shall contain the following information:
- (a) job description
 - (b) qualifications required for the position
 - (c) classification

- (d) rates of pay
- (e) work location

24.02 When applying for vacancies pursuant to this Article, the vacancy shall be awarded based on the most requisite job related skills, training, knowledge, experience and other relevant attributes and where these factors are relatively equal, seniority within the Bargaining Unit shall be the deciding factor.

24.03 In the event the successful applicant is a current Employee, who proves unsatisfactory in the position, or if the current Employee finds she is unable to perform the duties of the new position during the ninety (90) day trial period, she shall be returned to her former position, or an equivalent position, at the rate of pay she enjoyed before moving to the new position.

24.04 (a) The Employer will post (Staff Portal) all opportunities for appointment to Temporary Project and/or Trial positions to all Employees.

(b) The posting shall contain the qualifications required, the classification, the workplace and anticipated duration of the position.

(c) Employees shall have forty-eight (48) hours to apply for the Temporary position.

(d) The Employer will make the temporary appointment in accordance with the criteria in Clause 24.02.

24.05 New Classifications

Should the Employer find it necessary to create a new classification during the life of the Collective Agreement, the new classification will be included within the scope of this Collective Agreement provided that:

(a) The Parties to this Collective Agreement mutually agree that the classification is within the scope of this Collective Agreement, or, failing that;

(b) The Labour Relations Board rules that the new classification is within the scope of this Collective Agreement.

(c) When a new classification is created for which there is no pay scale in this Collective Agreement, the Employer may establish an

interim pay rate and agrees to give written notice to the Union of the new classification and the proposed basic rate of pay for such Classification within twenty (20) calendar days.

- (d) The Union may contest the proposed basic rate of pay by sending written notice to the Employer not later than twenty (20) calendar days from the date of the Employer's notice.
- (e) Should the parties not be able to agree to the basic rate of pay, the Union may within sixty (60) days of the date that the new classification was created or included in the Bargaining Unit, refer the salary scale to Arbitration. Should the Union not refer the matter to Arbitration within the stated time limit, the final position of the Employer, as stated in negotiations, shall be implemented.
- (f) If the interim rate of pay is amended as a result of negotiations or arbitration, the amended basic rate of pay shall be effective from the date the Union received notice from the Employer of the new classification.

24.06

Classification Review

- (a) An Employee who has reason to believe that she is improperly classified due to a substantial change in job duties, may apply to the Executive Director to have her classification reviewed. The Executive Director will give consideration to such application and notify the Employee accordingly.
- (b) Should the Employee feel that she has not received proper consideration in regard to a classification review, she may request that the matter be further reviewed by discussion between the Union and the Employer.
- (c) The Employer shall notify the Union of the decision within sixty (60) days of the matter being brought by the Union to the Employer.
- (d) It is understood by the Parties that the classification review is subject to the Grievance Procedure. Should an Employee not be satisfied with the decision of the Employer, the Union may advance the difference to a Single Arbitrator pursuant to Clause 9.01(d).

ARTICLE 25

Acting Incumbency/Temporary Promotion

- 25.01 (a) An Employee assigned to replace another Employee holding a higher rated position shall be paid at the higher rate of pay for the period so employed providing the Employee fulfills the principal duties of the higher rated job for three (3) consecutive days or more, in which case the Employee shall receive the higher rate of pay and other benefit entitlements of the classification for all hours worked.
- (b) To receive acting incumbency, prior written approval must be granted by the Employer.
- (c) An Employee temporarily promoted to a higher rated position shall receive the higher rate of pay and other benefit entitlements of the classification for all hours worked for the period so employed.

ARTICLE 26

Probationary Period

- 26.01 The probationary period for all Employees shall be nine (9) months from the date of hire. Probationary periods may be extended by mutual consent of the parties.
- 26.02 A meeting shall be convened between the Employer and the Employee prior to the end of the probation period if there are areas of concern. The Employee may have a Shop Steward in attendance during these discussions.
- 26.03 The probationary period shall be to assess an Employee's suitability and ability. Failure to meet standards of the Employer may result in the termination of that Employee.

ARTICLE 27

Staff Development

- 27.01 The Parties recognize the need for training opportunities to enable each Permanent Employee to improve knowledge and skills.
- 27.02 (a) The Parties agree the responsibility of providing training is not only vested with the Employer but with the Permanent Employee as well. All requests for training should have a relationship to the work being performed by the Employee requesting the training.

- (b) Where training is required by the Employer, attendance at such staff development activities shall be reimbursed in accordance with Article 34 (Mileage and Vehicle Allowance) and Article 32 (Employee Expenses for Employer Business). Required course material and registration fees shall be paid by the Employer. The Permanent Employee shall suffer no loss of salary and overtime shall not be paid for staff development.
- (c) Where training is requested by the Employee and approved by the Employer, attendance at such staff development activities shall be reimbursed in accordance with Article 34 (Mileage and Vehicle Allowance) and Article 32 (Employee Expenses for Employer Business). Payment for required course material and registration fees and other costs, shall be resolved through discussions with the Employer and the Permanent Employee. Overtime shall not be paid for staff development.

27.03

- (a) The Employer recognizes the desire of some permanent Employees to gain knowledge, skills and experience in classifications other than their own.
- (b) Employees wishing to receive training for other classifications shall communicate such interest in writing to the Executive Director.
- (c) The Employer shall discuss staff development opportunities with Employees who have stated an interest in accordance with Clause 27.03 (b).
- (d) Opportunities to be appointed to Temporary AUPE Member/Staff Development positions shall be emailed to all Employees.
- (e) Employees shall have forty-eight (48) hours to express their interest in being appointed to the Temporary AUPE Member/Staff Development position.
- (f) Temporary AUPE Member/Staff Development positions shall be filled in accordance with the criteria in Clause 24.02.

27.04

The provisions of this Article will be applied in an equitable manner and every reasonable effort will be made to accommodate the concerns and education requests of Permanent Employees.

ARTICLE 28

Seniority

- 28.01 Seniority shall mean length of continuous service as Permanent Employees, in the Bargaining Unit. There shall be one Bargaining Unit wide seniority list.
- 28.02 A "Temporary Employee" who is appointed to a permanent position within the same classification, shall have her previous length of employment recognized as continuous service providing she has less than an eight (8) week break in service.
- 28.03 An Employee shall lose all seniority rights for any one or more of the following reasons:
- (a) voluntary resignation,
 - (b) discharge for just cause,
 - (c) failure to return to work within ten (10) working days after being recalled by registered mail unless due to actual illness, vacation or accident. The Employer may require substantiating proof of illness or accident.
- 28.04 Seniority lists will be made available by the Employer to the Union and shall be amended quarterly in the event of any changes occurring during such period.

ARTICLE 29

Layoff, Recall and Transfers

- 29.01 Prior to the implementation of this Article, the Employer shall advise the Union of the Employer's intentions and provide a current Seniority List.
- 29.02 A layoff shall be defined as a reduction in the work force.
- 29.03 All permanent Employees shall be given thirty (30) working days prior written notice of layoff or in lieu thereof, be paid thirty (30) working days salary.
- 29.04 Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, Permanent Employees shall be laid off in the reverse order of their bargaining unit wide seniority, within their classification. A Permanent Employee about to be laid off may bump an Employee with the least seniority in the next lower hourly rated classification, providing the Permanent Employee exercising

the right has more seniority and is qualified to perform the work of the Employee with the least seniority. This process shall continue through each lower hourly rated classification.

- 29.05 (a) Permanent Employees on the recall list shall have first right in order of their seniority, to any vacancy in their former classification or to a lower hourly rated classification for which the Permanent Employee is qualified and the Employer will not hire new Employees to such a classification while an eligible former qualified Permanent Employee is on the recall list. Permanent Employees recalled shall receive the current rate for the step in the salary range for the position to which she is recalled.
- (b) Permanent Employees on the recall list shall have first right in order of their seniority to any casual or temporary work for which a laid-off Permanent Employee is qualified, and shall be paid at the start rate for that classification while retaining recall rights.
- 29.06 Notice of recall shall be Couriered or by Registered Mail to the last known address on file with the Employer. Failure to accept a recall within ten (10) days of the notice shall result in a termination of recall rights.
- 29.07 (a) Recall rights shall expire one (1) year after the date of layoff.
- (b) In lieu of recall rights, a Permanent Employee who has completed one (1) year of service and who is laid off may opt, within ninety (90) calendar days from date of layoff, for severance pay at the rate of one (1) month's salary for each year of service to a maximum of twelve (12) months.
- 29.08 In the event that an Employee who has received written notice of layoff is required to attend a job interview during normal working hours, such Employee shall receive time-off with pay to attend such interview.
- 29.09 (a) In the event that there is a requirement to reduce the number of Employees at a work location but does not constitute an overall reduction of Employees in the particular classification, the affected Employee shall be given an opportunity to transfer to a new work location in the same classification.
- (b) If two or more Employees are affected by the reduction of Employees within their classification at a work location, the senior Employee(s) will have preference to accept or decline the transfer. Where the senior Employee(s) declines the transfer, then the Employee with the least seniority at the work location in the affected classification will be transferred.

- 29.10 Grievances concerning layoffs, recalls and transfers shall be initiated as per Clause 9.01(c) of the Grievance Procedure.

ARTICLE 30

Technological Change

- 30.01 Technological change shall be defined as any change in equipment, which results in a material change in any job that reduces the number of hours any Employee is required to work or diminishes the number of Permanent Employees in the Bargaining Unit.
- 30.02 In the event of technological change, the Employer agrees to notify in writing and consult with the Union at least sixty (60) days prior to the introduction of a technological change, with a description of the project it intends to carry out, and foreseeable effects and repercussions on Permanent Employees.
- 30.03 In the event that the Employer should introduce new technologically advanced equipment which require new or greater skills than are possessed by Employees under the present operation, such Permanent Employees shall, at the expense of the Employer, be given a reasonable period of time during which they may perfect or acquire the skills necessitated by the new equipment. There shall be no change in wage rates during the training period of any such Employee.
- 30.04 The Employer further agrees to offer employment to the existing Permanent Employees who have the necessary job related skills, training, knowledge, experience and other relevant attributes before hiring from the outside market. The Employer further agrees to institute a training program for those Permanent Employees who wish to accept employment in these technologically advanced positions.
- 30.05 The Employer shall ensure that all equipment meets all pertinent Federal and Provincial standards.

ARTICLE 31

Resignation

- 31.01 An Employee desiring to terminate their employment shall give the Employer a minimum of two (2) weeks notice for the Employee to resign in good standing.

ARTICLE 32

Employee Expenses for Employer Business

- 32.01 (a) Where an Employee is required, with prior approval, to travel overnight on behalf of the Employer the Employee shall be reimbursed in accordance with the meal allowance, overnight accommodation with or without receipt and overnight per diem rates established by the AUPE Provincial Executive.
- (b) Where a Union Representative, MSO, Senior Communications Advisor or Research Officer is required to travel on behalf of the Employer and is away from their regular work location (unless assigned at an alternative work location, such location shall be deemed the regular work location) a radius of at least seventy five (75) kilometers they shall be entitled to reimbursement without the production of receipt for the cost incurred for meals as established by the AUPE Provincial Executive, or a greater reasonable amount by providing receipt.

32.02 As a result of functions performed by Union Representatives, MSOs, Senior Communications Advisors or Research Officers, in the manner prescribed by the Employer she shall be reimbursed for expenses incurred while engaged in the representative capacity of her duties, with prior approval of the Employer. These expenses shall include meals, with receipt, taken away from the office, meetings of members and officials.

32.03 Employees other than the Union Representatives, Research Officers, Senior Communications Advisor or M.S.O.s, when not on travel status may claim for meals as indicated in 32.01 under the following conditions:

- (a) when a meal is not provided and an Employee is directed to begin work one hour or more before her regular starting time,
- (b) when a meal is not provided and an Employee is directed to work through her lunch period,
- (c) when a meal is not provided and an Employee works through the dinner hour until 6:30 p.m. or later.

Claims made under this section must have prior approval of the Employee's immediate out-of-scope Supervisor.

32.04 Employee expense claims must be submitted five (5) working days from the previous month end. Expense claims submitted within this time frame

will be processed and paid no later than ten (10) working days from the initial submission time frame. Expenses not submitted within the time frame may experience a delay in payment.

ARTICLE 33

Convention Expenses

- 33.01 Employees assigned to a Convention Committee or assigned to work the full Convention of the Alberta Union of Provincial Employees shall receive an allowance equal to that set by the Provincial Executive for delegates plus a Convention allowance of fifty dollars (\$50.00). Additional expenses incurred by an Employee on behalf of the Employer shall be claimed for on an expense account.

ARTICLE 34

Mileage and Vehicle Allowances

34.01 Mileage

An Employee, other than Employees specified in Clause 34.03, who is authorized to use their own vehicle on behalf of the Employer, shall be entitled to reimbursement at the mileage rate established by the AUPE Provincial Executive.

- 34.02 A Permanent Employee, other than Employees specified in Clause 34.03, who is required by her insurance company or insurance agent to be insured for business use of her motor vehicle for travel on Employer business, shall be reimbursed for the full amount of applicable business premium per year, pro-rated if coverage applies to a lesser period of time.

34.03 Vehicle Allowance for Union Representatives and M.S.O.s

- (a) Except as provided elsewhere in this Agreement, the Employer agrees to pay a vehicle allowance of eight hundred dollars (\$800.00) per month.
- (b) Where the vehicle incurs a kilometerage overage of more than twenty-five thousand (25,000) AUPE business kilometers per year, the Employee will be paid twelve cents (.12) per kilometer solely for AUPE business kilometers over the allowed amount. This payment will be paid once annually or as agreed between the Employee and the Employer. For purposes of this Article, the year will be defined as January 1 – December 31. Any Employee claiming the kilometerage overage will be responsible to provide the Employer with a proper accounting for AUPE business

kilometerage readings at the outset of this provision and annually thereafter. Readings shall be subject to verification by the Employer.

- (c) The Employer will pay the full cost of vehicle plates and insurance as per internal Staff Policy 1.12 - Vehicle Insurance including spouse coverage to a maximum of two thousand two hundred dollars (\$2,200.00) per year provided:
 - (i) The Employee will pay the full cost of any insurance premium penalties due to any driver covered by the policy.
 - (ii) The Employees policy shall have a five hundred dollar (\$500.00) insurance/collision deductible and that deductible amount will be the responsibility of the Employee.
 - (iii) The Employer will pay beyond the two thousand two hundred dollar (\$2,200.00) limit only where the increased cost is due to an employee's disability.
- (d) The Employee shall be provided with a credit card for the purchase of gas and oil. The Employee agrees to reimburse the Employer for the cost of gas and oil for personal travel outside the province of Alberta.
- (e) An Employee whose car is out of commission for maintenance, collision repair, or servicing shall be allowed, to rent, at the Employer's expense, a similar replacement vehicle, if the Employer is unable to provide a replacement vehicle.
- (f) The Employer agrees to continue the current practice and policy for self-insuring on windshield replacement.
- (g) The Union and Employer encourage but do not require staff who are eligible to receive the vehicle allowance to lease or purchase a North American built, Big 3 vehicle at least once every three (3) years.
- (h) Failure by the Employee to maintain a valid Driver's License may be subject to discipline up to and including dismissal. Such discipline may also preclude the Employee from receiving the entitlements of Article 34 (Mileage and Vehicle Allowance).

34.04 All Employees who in the performance of their duties incur parking charges may claim for parking charges upon production of a receipt.

ARTICLE 35

Moving Allowances

35.01 Employees, who are required by the Employer to change their place of domicile, shall be entitled to claim reimbursement for the following expenses:

- (a) The cost of transportation of household effects from the former to the new domicile, including packing, crating, loading, shipping and storage costs. Production of receipts shall be required.
- (b) The cost of transporting a mobile home that is used as the Employee's residence at the time of transfer, including the cost of disconnecting utility services at the old site and connecting them at the new site. Production of receipts shall be required.
- (c) Incidental expenses associated with the change of residence of five hundred dollars (\$500.00). No receipts will be required. Receipted incidental expenses in addition to this non-receipted entitlement shall be allowed up to a maximum of an additional one thousand dollars (\$1000.00) upon production of receipts. The determination as to whether the receipted expenses are incidental to the change of residence shall be made by the Employer. In no event shall incidental expenses include any penalty or accelerated interest charge associated with the early payout of a mortgage.
- (d) Where an Employee owns and is required to sell the residence (also applies to a mobile home) in which she resides, real estate fees up to a maximum of seven percent (7%) of the selling price of her residence.
- (e) Where the Employee is required to sell the residence (also applies to a mobile home) in which she resides, and/or purchase of a new residence, legal fees upon production of receipt, shall be paid.
- (f) Prior to incurring allowable expenses as outlined in this Article the Employee will provide the Employer with a minimum of three (3) written cost estimates if required from moving companies, real estate agents and legal firms for the costs related to the Employee's move.

Where unionized companies are available they will be asked to bid and will be given preference in the final decision.

- 35.02 (a) Where temporary accommodation is required in a new location until permanent accommodation is obtained, the cost of this temporary accommodation shall be paid by the Employer for a maximum of three (3) months. This period may be extended under extenuating circumstances.
- (b) Temporary accommodation does not include rent or expenses for any location capable of being a permanent residence, i.e. Mobile home pad rental, house rental, apartment rental, etc.
- 35.03 An Employee required to move or transfer as per Clause 35.01 shall be allowed up to a maximum of five (5) days with pay to move her household effects.
- 35.04 Additional legitimate expenses at the sole discretion of the Employer may be reimbursed by the Employer upon production of receipts.
- 35.05 The provisions of Clause 35.01 shall apply to Employees who request a transfer only when the transfer is recognized by the Employer to be in the mutual interest of both the Employer and the Employee.

ARTICLE 36

Pension

- 36.01 In addition to Employer contributions to the C.P.P., the Employer shall pay monthly:
- (a) An amount equal to fourteen percent (14%) of the Employee's actual earnings up to the normal monthly salary into a Registered Retirement Savings Plan of the Employee's choice.
- (b) The Employer shall pay any amounts in excess of the allowable Registered Retirement Savings Plan maximum to the Employee.

ARTICLE 37

Salaries

- 37.01 All Employees shall be paid for work performed in accordance with Schedule "A" – Salaries attached to the Agreement.
- 37.02 Employees shall be paid bi-weekly or as mutually agreed to between the Employer and the Employee. If a pay day falls on a paid holiday or on a non-working day, pay day shall be advanced to the day before the holiday or the last banking day.

37.03 Employees may commence employment at the start rate as listed in Schedule "A" – Salaries and proceed to a higher rate on completion of their probationary period. Employees who commence employment at a higher Rate will still be required to complete their probationary period.

37.04 Should an Employee be promoted to a higher paid classification, the Employee shall be advanced to the higher start rate of the classification and then proceed to the job rate after ninety (90) calendar days of employment in the higher paid classification.

ARTICLE 38

Legal Costs

38.01 Upon prior approval, the Employer shall provide and pay costs for legal counsel in the event an Employee is required to retain counsel as a result of their employment activities on behalf of the Employer.

ARTICLE 39

Terms and Conditions of Employment Applicable to Permanent Part-Time, Temporary and Casual Employees

39.01 (a) Permanent Part-Time Employees shall be covered by the terms and conditions of this Collective Agreement and where appropriate, terms and conditions of employment shall be pro-rated.

(b) Overtime

Permanent Part-Time Employees will be eligible for overtime after completing the normal daily hours for Full-Time Employees in one day in the particular classification or after completing the normal weekly hours for Full-Time employees in the particular classification in one (1) week.

(c) Pay in Lieu of Paid Holidays and Annual Vacation

Permanent Part-Time Employees covered by this agreement shall be entitled to annual vacation and paid holidays equal to the pro-rated number of statutory holidays or vacation entitlement to which their hours of work entitle them with pay.

(d) Health Benefits

A Permanent Part-Time Employee's eligibility for Health Benefits entitlement will be in accordance with the particular Health Benefit

Policy entered into with the underwriters of the Plans. The Employer shall pay the full cost of the health benefits premiums pursuant to Article 16 (Health Benefits) for eligible Employees and their eligible Dependents.

39.02

Temporary Employee

- (a) Temporary Employees shall be covered by the terms and conditions of this Collective Agreement and where appropriate, terms and conditions of employment shall be prorated except that the following Articles do not apply:

Article 13	Annual Vacation
Article 14	Leave of Absence
Article 15	Illness Leave
Article 16	Health Benefits
Article 17	Workers Compensation Supplement
Article 21	Maternity Leave
Article 22	Special Leave
Article 26	Probationary Period
Article 27	Staff Development
Article 28	Seniority
Article 29	Layoff, Recall and Transfers
Article 30	Technological Change
Article 31	Resignation
Article 34.03(g)	Mileage and Vehicle Allowances
Article 35	Moving Allowance
Article 43	Compassionate Leave

- (b) Article 13 (Annual Vacation)
Temporary Employees shall in lieu of paid annual vacation, receive an amount equal to six percent (6%) of their earnings.
- (c) Article 15 (Illness Leave)
Temporary Employees shall accumulate illness leave entitlement on the basis of one (1) day per month of continuous employment.
- (d) Article 16 (Health Benefits)
The provisions contained in Article 16 shall apply to Temporary Employees upon the completion of one (1) year of continuous employment.

- (e) Article 22 (Special Leave)
The provisions contained in Article 22 shall apply to Temporary Employees. However, time off shall be granted without pay.

- (f) Article 24 (Job Opportunities and Reclassification)
Should the continuous employment of a Temporary Employee, except for a Temporary Employee replacing a permanent employee on an approved leave of absence, exceed one (1) year the Employer shall post and fill the position permanently in accordance with Article 24 of the Collective Agreement within thirty (30) days of the Temporary Employee exceeding the one (1) year limit.

39.03 Casual Employees

The following Articles do not apply to Casual Employees:

Article 10	Hours of Work
Article 11	Overtime
Article 12	Paid Holidays
Article 13	Annual Vacation
Article 14	Leave of Absence
Article 15	Illness Leave
Article 16	Health Benefits
Article 17	Workers Compensation Supplement
Article 19	Safety Footwear Allowance and Working Equipment
Article 21	Maternity Leave
Article 22	Special Leave
Article 23	Court and Jury Duties
Article 25	Acting Incumbency/Temporary Promotion
Article 26	Probationary Period
Article 27	Staff Development
Article 28	Seniority
Article 29	Layoff, Recall and Transfers
Article 30	Technological Change
Article 31	Resignation
Article 35	Moving Allowance
Article 36	Pension
Article 43	Compassionate Leave

39.04 Hours of Work

- (a) The hours of work, exclusive of meal periods, shall be:
 - (i) up to the Full-Time daily hours for the classification;

- (ii) up to Full-Time weekly hours for the classification;
- (b) Hours of work shall be deemed to exclude an unpaid meal period of not more than sixty (60) minutes provided the period worked exceeds four (4) hours.
- (c) All Employees covered by this Agreement shall receive one (1) fifteen (15) minute paid rest period in each three decimal five (3.5) hours of work.

39.05 Overtime

The Employer shall determine when overtime is necessary and for what period of time it is required:

- (a) all authorized overtime worked in excess of and in conjunction with Full-Time daily hours for the classification shall be paid at the rate of one and one-half (1 1/2 X) times the basic rate for the first two (2) hours and two (2 X) times the basic rate thereafter.

39.06 Paid Holidays

- (a) Casual Employees required to work on a Paid Holiday shall be paid at one and one-half times (1 1/2 X) their basic rate of pay for all hours worked on the Paid Holiday.
- (b) Casual Employees shall be paid five decimal two percent (5.2%) of their earnings at the hourly rate of pay in lieu of Paid Holidays.

39.07 Annual Vacation

A Casual Employee shall be paid six (6%) percent of their earnings at the hourly rate of pay in lieu of annual vacation.

39.08 Leave of Absence

A Casual Employee shall be entitled to time off without pay in lieu of bereavement leave pursuant to this Agreement.

ARTICLE 40

Seconded AUPE Members

40.01 Seconded AUPE Members shall be assigned to receive hands-on-training at the Alberta Union of Provincial Employees.

Such training will generally be provided by Bargaining Unit members.

40.02 Seconded AUPE Members shall be subject to the financial guidelines for Seconded AUPE Members as set out by the Alberta Union of Provincial Employees and are not covered by this Collective Agreement.

40.03 The Employer agrees that Seconded AUPE Members shall not be used to circumvent the filling of permanent vacancies within the Bargaining Unit.

ARTICLE 41

Modified Work Week

41.01 This Article is for the sole purpose of establishing a modified hour system for Employees of the Employer. Participation in the modified work week will be governed by the terms set out below.

41.02 The Employer maintains the right to operate efficiently and therefore, it is understood by both Parties that due to reasonable operational requirements, the Employee(s) may be required to revert to regular hours for the duration of a peak, acute and/or crisis situation.

41.03 This voluntary system applies only to those classifications listed in Clause 41.05.

- (a) Each Employee will work an additional one-half (1/2) hour per day until such time that seven (7) hours is accumulated within one (1) calendar month.

Each Employee, will, in consultation with her out of scope Supervisor, determine the shift she will work. All shifts must contain core hours of 8:30 a.m. to 12 Noon and 1:00 to 4:30 p.m. during which time the Employee(s) must be at work.

- (b) The above hours of work will entitle the Employee to one (1) day off per calendar month, such day to be mutually agreed upon between the Employee and her out of scope Supervisor.
- (c) If the Employee fails to take the day off within the thirty (30) days following the date that the flex day has been earned, such day shall be forfeited unless the day off is not taken due to the direction of the Employer. If this occurs, an alternate date shall be scheduled.
- (d) While an Employee is on annual vacation or an extended leave, no flex-time shall be credited until such time as the Employee returns back on to the schedule as if they had not been away.

41.04 It is understood that any abuse of the flex-time system will be treated on an individual basis, and persistent abuse may result in the withdrawal of flex-time from the particular Employee only.

41.05 The following classifications may participate in this Article:

Secretary I
Central Records Clerk
Data Administrator
Records Management Clerk
Accounting Clerk I and II
Financial Records Examiner
Clerk I, II and III
Buyer (Current Incumbent Only)

ARTICLE 42

Workload

42.01 An Employee shall have the right to file a written complaint regarding her workload.

Workload complaints shall be filed directly to the out of scope Supervisor, or designate, who shall meet with the Employee and a representative of the Union, if so desired by the Employee, to discuss and resolve the specifics of the complaint.

ARTICLE 43

Compassionate Leave

43.01 A leave of absence without pay of up to six (6) weeks shall be granted to a permanent Employee who has to be absent from work to provide care or support to a gravely ill family member at risk of dying within twenty-six (26) weeks.

43.02 For purposes of determining eligibility for compassionate leave, the following provisions shall apply:

(a) family member shall mean: wife, husband, common-law partner, son, daughter, or the son or daughter of your spouse or common-law partner, mother, father, common-law partner of your mother or your father, your mother's husband or your father's wife;

- (b) common-law partner shall mean: a person who has been living in a conjugal relationship with that person for at least one (1) year;
- (c) care or support shall mean:
 - (i) providing psychological or emotional support, or
 - (ii) arranging for care by a third party, or
 - (iii) directly providing or participating in the care.

43.03

When requesting compassionate leave, a permanent Employee shall provide a medical certificate, in accordance with the Employment Insurance provisions for Compassionate Care Benefits, as proof that the ill family member needs care or support and is at risk of dying within twenty-six (26) weeks.

IN WITNESS WHEREOF the Parties hereto have signed this Agreement this 28th day of May, A.D. 2012.

ALBERTA UNION OF
PROVINCIAL EMPLOYEES

COMMUNICATIONS, ENERGY AND
PAPERWORKERS UNION OF
CANADA, LOCAL 880

ORIGINAL signed by:



Guy Smith
President



Carol Anne Dean
President



Bill Dechant
Member
Negotiating Committee



Tom Fuller
Member
Negotiating Committee



Ron Hodgins
Member
Negotiating Committee



Kevin Davediuk
Member
Negotiating Committee



Val Luvaha
Member
Negotiating Committee

SCHEDULE A - SALARIES

	HOURLY	BI-WEEKLY	ANNUAL
Union Representative			
Start Rate			
January 31, 2012	\$48.13	\$3,369.10	\$87,596.60
4.0% - Feb. 01, 2012	\$50.06	\$3,503.86	\$91,100.46
4.0% - Feb. 01, 2013	\$52.06	\$3,644.02	\$94,744.48
Job Rate			
January 31, 2012	\$55.26	\$3,868.20	\$100,573.20
4.0% - Feb. 01, 2012	\$57.47	\$4,022.93	\$104,596.13
4.0% - Feb. 01, 2013	\$59.77	\$4,183.85	\$108,779.97
Exp Rate (3% increase over Job Rate)			
January 31, 2012	\$56.92	\$3,984.40	\$103,594.40
Feb. 01, 2012	\$59.20	\$4,143.62	\$107,734.01
Feb. 01, 2013	\$61.56	\$4,309.36	\$112,043.37
Long Service Rate (3% increase over Exp Rate)			
January 31, 2012	\$58.62	\$4,103.40	\$106,688.40
Feb. 01, 2012	\$60.97	\$4,267.92	\$110,966.03
Feb. 01, 2013	\$63.41	\$4,438.64	\$115,404.67
Membership Service Officer			
Start Rate			
January 31, 2012	\$38.13	\$2,669.10	\$69,396.60
4.0% - Feb. 01, 2012	\$39.66	\$2,775.86	\$72,172.46
4.0% - Feb. 01, 2013	\$41.24	\$2,886.90	\$75,059.36
Job Rate			
January 31, 2012	\$40.76	\$2,853.20	\$74,183.20
4.0% - Feb. 01, 2012	\$42.39	\$2,967.33	\$77,150.53
4.0% - Feb. 01, 2013	\$44.09	\$3,086.02	\$80,236.55

Multi-Media Technician

Start Rate

January 31, 2012	\$35.82	\$2,507.40	\$65,192.40
4.0% - Feb. 01, 2012	\$37.25	\$2,607.70	\$67,800.10
4.0% - Feb. 01, 2013	\$38.74	\$2,712.00	\$70,512.10

Job Rate

January 31, 2012	\$37.78	\$2,644.60	\$68,759.60
4.0% - Feb. 01, 2012	\$39.29	\$2,750.38	\$71,509.98
4.0% - Feb. 01, 2013	\$40.86	\$2,860.40	\$74,370.38

Communications Technician

Start Rate

January 31, 2012	\$35.82	\$2,507.40	\$65,192.40
4.0% - Feb. 01, 2012	\$37.25	\$2,607.70	\$67,800.10
4.0% - Feb. 01, 2013	\$38.74	\$2,712.00	\$70,512.10

Job Rate

January 31, 2012	\$37.78	\$2,644.60	\$68,759.60
4.0% - Feb. 01, 2012	\$39.29	\$2,750.38	\$71,509.98
4.0% - Feb. 01, 2013	\$40.86	\$2,860.40	\$74,370.38

Web Master

Start Rate

January 31, 2012	\$35.82	\$2,507.40	\$65,192.40
4.0% - Feb. 01, 2012	\$37.25	\$2,607.70	\$67,800.10
4.0% - Feb. 01, 2013	\$38.74	\$2,712.00	\$70,512.10

Job Rate

January 31, 2012	\$37.78	\$2,644.60	\$68,759.60
4.0% - Feb. 01, 2012	\$39.29	\$2,750.38	\$71,509.98
4.0% - Feb. 01, 2013	\$40.86	\$2,860.40	\$74,370.38

Senior Communications Advisor

Start Rate

January 31, 2012	\$45.93	\$3,215.10	\$83,592.60
4.0% - Feb. 01, 2012	\$47.77	\$3,343.70	\$86,936.30
4.0% - Feb. 01, 2013	\$49.68	\$3,477.45	\$90,413.76

Job Rate			
January 31, 2012	\$50.95	\$3,566.50	\$92,729.00
4.0% - Feb. 01, 2012	\$52.99	\$3,709.16	\$96,438.16
4.0% - Feb. 01, 2013	\$55.11	\$3,857.53	\$100,295.69

Research Officer

Start Rate			
January 31, 2012	\$46.98	\$3,288.60	\$85,503.60
4.0% - Feb. 01, 2012	\$48.86	\$3,420.14	\$88,923.74
4.0% - Feb. 01, 2013	\$50.81	\$3,556.95	\$92,480.69

Job Rate			
January 31, 2012	\$51.71	\$3,619.70	\$94,112.20
4.0% - Feb. 01, 2012	\$53.78	\$3,764.49	\$97,876.69
4.0% - Feb. 01, 2013	\$55.93	\$3,915.07	\$101,791.76

Research Technician

Start Rate			
January 31, 2012	\$36.01	\$2,520.71	\$65,538.50
4.0% - Feb. 01, 2012	\$37.45	\$2,621.54	\$68,160.04
4.0% - Feb. 01, 2013	\$38.95	\$2,726.40	\$70,886.44

Job Rate			
January 31, 2012	\$38.07	\$2,664.60	\$69,279.60
4.0% - Feb. 01, 2012	\$39.59	\$2,771.18	\$72,050.78
4.0% - Feb. 01, 2013	\$41.17	\$2,882.03	\$74,932.82

Secretary I

Start Rate			
January 31, 2012	\$28.00	\$1,960.00	\$50,960.00
4.0% - Feb. 01, 2012	\$29.12	\$2,038.40	\$52,998.40
4.0% - Feb. 01, 2013	\$30.28	\$2,119.94	\$55,118.34

Job Rate			
January 31, 2012	\$29.61	\$2,072.70	\$53,890.20
4.0% - Feb. 01, 2012	\$30.79	\$2,155.61	\$56,045.81
4.0% - Feb. 01, 2013	\$32.03	\$2,241.83	\$58,287.64

Central Records Clerk

Start Rate

January 31, 2012	\$30.34	\$2,123.80	\$55,218.80
4.0% - Feb. 01, 2012	\$31.55	\$2,208.75	\$57,427.55
4.0% - Feb. 01, 2013	\$32.82	\$2,297.10	\$59,724.65

Job Rate

January 31, 2012	\$32.17	\$2,251.90	\$58,549.40
4.0% - Feb. 01, 2012	\$33.46	\$2,341.98	\$60,891.38
4.0% - Feb. 01, 2013	\$34.80	\$2,435.66	\$63,327.03

Senior Network Administrator

Start Rate

January 31, 2012	\$35.82	\$2,507.40	\$65,192.40
4.0% - Feb. 01, 2012	\$37.25	\$2,607.70	\$67,800.10
4.0% - Feb. 01, 2013	\$38.74	\$2,712.00	\$70,512.10

Job Rate

January 31, 2012	\$39.67	\$2,776.83	\$72,197.58
4.0% - Feb. 01, 2012	\$41.26	\$2,887.90	\$75,085.48
4.0% - Feb. 01, 2013	\$42.91	\$3,003.42	\$78,088.90

PC Technician - Help Desk

Start Rate

January 31, 2012	\$26.62	\$1,863.40	\$48,448.40
4.0% - Feb. 01, 2012	\$27.68	\$1,937.94	\$50,386.34
4.0% - Feb. 01, 2013	\$28.79	\$2,015.45	\$52,401.79

Job Rate

January 31, 2012	\$28.15	\$1,970.50	\$51,233.00
4.0% - Feb. 01, 2012	\$29.28	\$2,049.32	\$53,282.32
4.0% - Feb. 01, 2013	\$30.45	\$2,131.29	\$55,413.61

Business Analyst

Start Rate

January 31, 2012	\$29.18	\$2,042.60	\$53,107.60
4.0% - Feb. 01, 2012	\$30.35	\$2,124.30	\$55,231.90
4.0% - Feb. 01, 2013	\$31.56	\$2,209.28	\$57,441.18

Job Rate			
January 31, 2012	\$30.86	\$2,160.20	\$56,165.20
4.0% - Feb. 01, 2012	\$32.09	\$2,246.61	\$58,411.81
4.0% - Feb. 01, 2013	\$33.38	\$2,336.47	\$60,748.28

Data Administrator

Start Rate			
January 31, 2012	\$31.93	\$2,235.10	\$58,112.60
4.0% - Feb. 01, 2012	\$33.21	\$2,324.50	\$60,437.10
4.0% - Feb. 01, 2013	\$34.54	\$2,417.48	\$62,854.59

Job Rate			
January 31, 2012	\$34.95	\$2,446.50	\$63,609.00
4.0% - Feb. 01, 2012	\$36.35	\$2,544.36	\$66,153.36
4.0% - Feb. 01, 2013	\$37.80	\$2,646.13	\$68,799.49

Records Management Clerk

Start Rate			
January 31, 2012	\$28.00	\$1,960.00	\$50,960.00
4.0% - Feb. 01, 2012	\$29.12	\$2,038.40	\$52,998.40
4.0% - Feb. 01, 2013	\$30.28	\$2,119.94	\$55,118.34

Job Rate			
January 31, 2012	\$29.61	\$2,072.70	\$53,890.20
4.0% - Feb. 01, 2012	\$30.79	\$2,155.61	\$56,045.81
4.0% - Feb. 01, 2013	\$32.03	\$2,241.83	\$58,287.64

Accounting Clerk I

Start Rate			
January 31, 2012	\$28.00	\$1,960.00	\$50,960.00
4.0% - Feb. 01, 2012	\$29.12	\$2,038.40	\$52,998.40
4.0% - Feb. 01, 2013	\$30.28	\$2,119.94	\$55,118.34

Job Rate			
January 31, 2012	\$29.61	\$2,072.70	\$53,890.20
4.0% - Feb. 01, 2012	\$30.79	\$2,155.61	\$56,045.81
4.0% - Feb. 01, 2013	\$32.03	\$2,241.83	\$58,287.64

Accounting Clerk II

Start Rate

January 31, 2012	\$30.34	\$2,123.80	\$55,218.80
4.0% - Feb. 01, 2012	\$31.55	\$2,208.75	\$57,427.55
4.0% - Feb. 01, 2013	\$32.82	\$2,297.10	\$59,724.65

Job Rate

January 31, 2012	\$32.17	\$2,251.90	\$58,549.40
4.0% - Feb. 01, 2012	\$33.46	\$2,341.98	\$60,891.38
4.0% - Feb. 01, 2013	\$34.80	\$2,435.66	\$63,327.03

Buyer (Current Incumbent Only)

Start Rate

January 31, 2012	\$34.22	\$2,395.40	\$62,280.40
4.0% - Feb. 01, 2012	\$35.59	\$2,491.22	\$64,771.62
4.0% - Feb. 01, 2013	\$37.01	\$2,590.86	\$67,362.48

Job Rate

January 31, 2012	\$37.04	\$2,592.80	\$67,412.80
4.0% - Feb. 01, 2012	\$38.52	\$2,696.51	\$70,109.31
4.0% - Feb. 01, 2013	\$40.06	\$2,804.37	\$72,913.68

Financial Records Examiner

Start Rate

January 31, 2012	\$30.34	\$2,123.80	\$55,218.80
4.0% - Feb. 01, 2012	\$31.55	\$2,208.75	\$57,427.55
4.0% - Feb. 01, 2013	\$32.82	\$2,297.10	\$59,724.65

Job Rate

January 31, 2012	\$32.17	\$2,251.90	\$58,549.40
4.0% - Feb. 01, 2012	\$33.46	\$2,341.98	\$60,891.38
4.0% - Feb. 01, 2013	\$34.80	\$2,435.66	\$63,327.03

Clerk I

Start Rate

January 31, 2012	\$24.96	\$1,747.20	\$45,427.20
4.0% - Feb. 01, 2012	\$25.96	\$1,817.09	\$47,244.29
4.0% - Feb. 01, 2013	\$27.00	\$1,889.77	\$49,134.06

Job Rate			
January 31, 2012	\$26.20	\$1,834.00	\$47,684.00
4.0% - Feb. 01, 2012	\$27.25	\$1,907.36	\$49,591.36
4.0% - Feb. 01, 2013	\$28.34	\$1,983.65	\$51,575.01

Clerk II

Start Rate			
January 31, 2012	\$26.82	\$1,877.40	\$48,812.40
4.0% - Feb. 01, 2012	\$27.89	\$1,952.50	\$50,764.90
4.0% - Feb. 01, 2013	\$29.01	\$2,030.60	\$52,795.49

Job Rate			
January 31, 2012	\$28.36	\$1,985.20	\$51,615.20
4.0% - Feb. 01, 2012	\$29.49	\$2,064.61	\$53,679.81
4.0% - Feb. 01, 2013	\$30.67	\$2,147.19	\$55,827.00

Clerk III

Start Rate			
January 31, 2012	\$28.00	\$1,960.00	\$50,960.00
4.0% - Feb. 01, 2012	\$29.12	\$2,038.40	\$52,998.40
4.0% - Feb. 01, 2013	\$30.28	\$2,119.94	\$55,118.34

Job Rate			
January 31, 2012	\$29.61	\$2,072.70	\$53,890.20
4.0% - Feb. 01, 2012	\$30.79	\$2,155.61	\$56,045.81
4.0% - Feb. 01, 2013	\$32.03	\$2,241.83	\$58,287.64

Maintenance Service Worker

Start Rate			
January 31, 2012	\$24.23	\$1,938.40	\$50,398.40
4.0% - Feb. 01, 2012	\$25.20	\$2,015.94	\$52,414.34
4.0% - Feb. 01, 2013	\$26.21	\$2,096.57	\$54,510.91

Job Rate			
January 31, 2012	\$28.60	\$2,288.00	\$59,488.00
4.0% - Feb. 01, 2012	\$29.74	\$2,379.52	\$61,867.52
4.0% - Feb. 01, 2013	\$30.93	\$2,474.70	\$64,342.22

Caretaker**Start Rate**

January 31, 2012	\$20.12	\$1,509.00	\$39,234.00
4.0% - Feb. 01, 2012	\$20.92	\$1,569.36	\$40,803.36
4.0% - Feb. 01, 2013	\$21.76	\$1,632.13	\$42,435.49

Job Rate

January 31, 2012	\$21.36	\$1,602.00	\$41,652.00
4.0% - Feb. 01, 2012	\$22.21	\$1,666.08	\$43,318.08
4.0% - Feb. 01, 2013	\$23.10	\$1,732.72	\$45,050.80

Casual

January 31, 2012	\$16.35
4.0% - Feb. 01, 2012	\$17.00
4.0% - Feb. 01, 2013	\$17.68

LETTER OF UNDERSTANDING

#1

RE: Union Representatives and MSOs – Full-Time Hours

Should the Employer close a Regional or Satellite Office, the Employees may choose to voluntarily sever employment, or accept the provisions of Article 29 (Layoff, Recall and Transfers).

ORIGINAL signed:

Signed this 28th day of May, 2012.



President
Alberta Union of Provincial Employees



President
CEP, Local 880

LETTER OF UNDERSTANDING

#2

RE: Potential Reduction in Hours of Work for Secretary I –
Regional and Satellite Offices

During the life of this agreement, if the Employer reduces the hours of work for Secretary I's in Regional or Satellite Offices below 20 hours of work per week, this shall be deemed a layoff for the purpose of this Letter of Understanding only. The effected Employee, as such, shall be entitled to exercise their rights under Article 29 – Layoff, Recall and Transfers.

ORIGINAL signed:

Signed this 28th day of May, 2012.



President
Alberta Union of Provincial Employees



President
CEP, Local 880

LETTER OF UNDERSTANDING

#3

RE: Transfer of Benefits

Members of a Bargaining Unit of the Alberta Union of Provincial Employees who entered into the employ of the AUPE, prior to November 26, 2000, shall have their period of membership service with that Bargaining Unit, continue to be recognized for the purpose of calculating vacation leave entitlements.

ORIGINAL signed:

Signed this 28th day of May, 2012.



President
Alberta Union of Provincial Employees



President
CEP, Local 880

LETTER OF UNDERSTANDING

#4

RE: Protocol for Employer Mergers

WHEREAS it is the desire of the parties to establish a protocol governing the notice to and possible impact on members of the Bargaining Unit in the event the Employer merges with another union or employee association.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. The Union recognizes the right of the Employer to merge with other unions or employee associations in accordance with the Constitution and Policies of the Alberta Union of Provincial Employees.
2. In the event of a merger between the Employer and another union or employee association where a condition of the merger requires the Employer to employ employees of the merging union or employee association that performs work similar to work performed by employees of the Bargaining Unit, the Employer will notify the Union before any final Agreement is reached on the merger.
3. The parties shall, upon request by either party, meet to discuss any impact the employing of any employees of a potential merger partner will have on the Bargaining Unit.
4. Any employees performing work similar to work performed by employees of the Bargaining Unit that are employed by the Employer as a result of any merger Agreement with another union or employee association shall be covered by the provisions of the Collective Agreement between the parties effective from the date specified in the merger agreement.
5. The seniority date and service, for the purpose of any service related entitlements under the collective agreement, of any employee employed as a result of a merger shall be agreed to between the Union and the Employer. In the absence of an Agreement, the Employer may establish the seniority date and/or service for an Employee subject to the right of the Union to challenge the Employer's decision to the Labour Relations Board.
6. The Employer may, with the Agreement of the Union, agree to terms and conditions of employment that may be different from the terms and conditions of the Collective Agreement for employees that may be employed as a result of a condition of a merger.

7. The provisions of the Collective Agreement are modified only to the extent to give effect to the provisions of this Memorandum.

ORIGINAL signed:

Signed this 28th day of May, 2012.



President
Alberta Union of Provincial Employees



President
CEP, Local 880

LETTER OF UNDERSTANDING

#5

RE: Severance Bank for Eligible Permanent Employees

The eligible Permanent Employees, as outlined in the attached Appendix "A" shall have a severance pay bank as stated and shall be payable to the affected Employee in the event that the Employee voluntarily leaves their employment with the Alberta Union of Provincial Employees. No payment shall be made for layoff, (already provided for in Article 29, Layoff, Recall and Transfers) or for dismissal for just cause or death.

ORIGINAL signed:

Signed this *28th* day of *May*, 2012.



President
Alberta Union of Provincial Employees

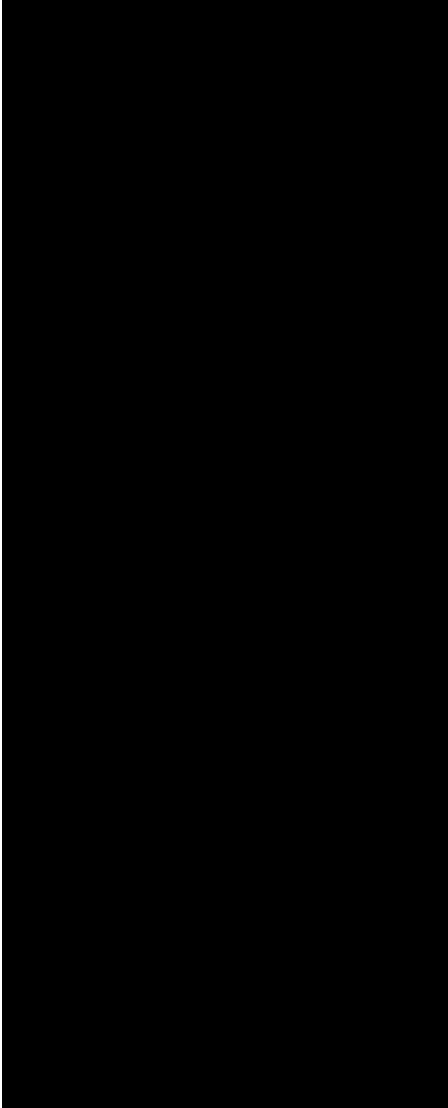


President
CEP, Local 880

Appendix "A"

Name

Severance Entitlement



LETTER OF UNDERSTANDING

#6

RE: Health Benefits, Pension and TOIL for Temporary Employees Hired from the Membership of AUPE

Whereas the CEP 880 and AUPE are desirous to having members of AUPE serve in temporary employee positions with AUPE, the parties agree to the following:

1. Notwithstanding Article 39.02 (d), AUPE members hired as temporary employees will have the option, after one year of employment as a temporary employee of AUPE, of either accepting the health benefits provided by AUPE in Article 16 (Health Benefits) or to remain on the health benefits provided by their current employer (for which AUPE is the bargaining agent) and billed to AUPE for payment. Under no circumstances will AUPE pay for more than one set of health benefits.
2. The parties agree that AUPE members hired as a temporary employee of AUPE, will be responsible for the payment of all pension assessments and/or payments with their current employer (for which AUPE is the bargaining agent). These members do however receive payments from AUPE pursuant to Article 36 (Pension).

Temporary Employee payments pursuant to Article 36 (Pensions) will be withheld from them during their employment with AUPE until their regular employer (where they are an AUPE member) bills AUPE for the pension requirement. AUPE will remit to the regular employer pension owing. Any excess withheld pension funds will be paid to the Temporary Employee after this point.

If the Temporary Employee earns a salary with their regular employer greater than \$45,000, and up to \$65,000 AUPE will withhold 10% from their salary earned with AUPE. If the Temporary Employee earns a salary with their regular employer greater than \$65,000, AUPE will withhold 15% from their salary earned with AUPE. This is to cover any shortfalls between AUPE's pension and the regular employer's pension requirements. If the Temporary Employee has not confirmed their regular employment income AUPE will automatically withhold the 15%. Any excess withheld pension funds will be paid to the Temporary Employee after their regular employer bills AUPE.

3. The parties agree that AUPE members hired as a temporary employee of AUPE for a period of three (3) months or less shall not be entitled to take Time Off In Lieu (TOIL) pursuant to Article 11 (Overtime) and shall be

paid for such entitlements at the end of their term. Only under exceptional circumstances and with the express authorization of the immediate out-of-scope Supervisor of AUPE may TOIL be granted.

4. This Letter of Understanding forms part of the Collective Agreement between the parties and will continue in full force and effect until a new Collective Agreement has been entered into.

ORIGINAL signed:

Signed this 25th day of April, ²⁰¹³~~2012~~

[Redacted Signature]

[Redacted Signature]

President
Alberta Union of Provincial Employees

President
CEP, Local 880

LETTER OF UNDERSTANDING


#7


RE: Benefit Plan Review

The Employer, if requested, agrees to meet with the Local Union executive and Benefit Underwriters/Carriers once per year to review the current benefits plans covering bargaining unit members.

ORIGINAL signed:

Signed this ^{7th} day of *May*, 2012.


President
Alberta Union of Provincial Employees


President
CEP, Local 880

LETTER OF UNDERSTANDING

#8


RE: Union Representative Labour Relations Experience and Long Service Rates

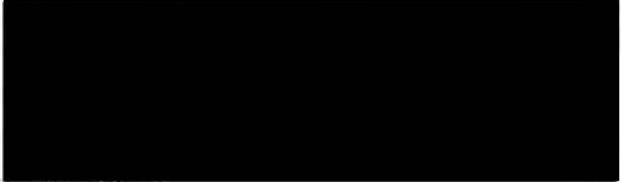
Whereas the CEP 880 and AUPE are desirous to recognizing ongoing experience of the Union Representative classification the parties agree to the following implementation plan to clarify the Salary Schedule of the Collective Agreement:

1. Effective February 01, 2008 all Union Representatives shall be recognized prospectively for experience employed as a Union Representative and the Salary Schedule shall include the following experience/long service rates:
 - Experience Rate – An experience increment shall be added to the Salary Schedule for the Union Representative classification. Union Representatives who were employed in this classification on February 01, 2008 will receive this increment after five (5) years of employment from February 01, 2008. Employees employed after January 31, 2008 in this Classification shall be given this increment after five (5) years of employment in this classification.
 - Long Service Rate – A long service rate shall be added to the Salary Schedule for the Union Representative classification. Union Representatives who were employed in this classification on January 31, 2008 will receive this increment after ten (10) years of employment from February 01, 2008. Employees employed after February 01, 2008 in this Classification shall be given this increment after ten (10) years of employment in this classification.

ORIGINAL signed:

Signed this *28th* day of *May*, 2012.


President
Alberta Union of Provincial Employees


President
CEP, Local 880

LETTER OF UNDERSTANDING

#9

Re: 55th to 57th Parallel Retention Program

The Parties agree:


1. Permanent employees who are employed and reside in locations between the 55th and 57th parallels are eligible to be paid a Retention payment in addition to their regular annual salary. The Retention payment is non-pensionable compensation and shall be prorated for permanent part-time employees.
2. An annual Retention payment of \$6,000.00 per year will be paid in two (2) installments of \$3,000.00 each to eligible employees, less all lawful deductions. The Retention payment will be pro-rated based on the employee's date of commencement. The payments will be made on the following dates:
 - August 1st and January 31st
3. Employees must continue to be employed and reside between the 55th and 57th parallels on the payment date. Payments will not be pro-rated if employees are no longer employed and residing within the established boundary prior to the payment date.
4. Permanent employees on a leave of absence without pay (including LTD) are not entitled to the Retention payment during the period of their leave of absence.
5. The program is effective February 01, 2011 and will expire January 31, 2014. The program will be reviewed and assessed prior to the end of the expiry date.

This Letter of Understanding will be effective from February 01, 2011 to January 31, 2014.

ORIGINAL signed:

Signed this 28th day of May, 2012.


President
Alberta Union of Provincial Employees


President
CEP, Local 880

LETTER OF UNDERSTANDING

#10

RE: Flexible Health Benefit Spending Account

1. (a) Employees who are eligible for benefits pursuant to Article 16 (Health Benefits) shall be eligible for a Flexible Health Benefit Spending Account.
 - (i) Effective January 01, 2008, a Five Hundred Dollar (\$500) amount shall be deposited in the eligible Employee's account. This Flexible Health Benefit Spending Account shall be provided to regular part-time Employees on a pro-rata basis, based on their annualized regularly scheduled hours of work as of January 01, 2008.
 - (ii) Effective January 01, 2012, a Seven Hundred and Fifty Dollar (\$750) (\$250 increase) amount shall be deposited in the eligible Employee's account. This Flexible Health Benefit Spending Account shall be provided to regular part-time Employees on a pro-rata basis, based on their annualized regularly scheduled hours of work as of January 01, 2012.
- (b) Employees who, in the course of a calendar year, are hired into a position which is eligible for the Flexible Health Benefit Spending Account shall be:
 - (i) entitled to a Flexible Health Benefit Spending Account on a pro-rated basis on the number of full months remaining in the calendar year from the date the benefit eligible position is attained; and
 - (ii) eligible to use her Flexible Health Benefit Spending Account for eligible expenditures incurred on or after the eligibility date for health and dental benefits under Article 16;
- (c) An Employee whose entitlement has terminated shall have one (1) month from the first of the month following her termination to submit a claim for eligible expenditures. For the purpose of this clause, eligible expenditures must have been incurred prior to termination.
- (d) The Flexible Health Benefit Spending Account shall be implemented and administered in accordance with the Income Tax Act and applicable regulations in effect at the time of implementation and during the course of operation of the Flexible Health Benefit Spending Account.
- (e) Any unused allocation in an Employee's Flexible Health Benefit Spending Account as of December 31st of each calendar year may be carried forward for a maximum of one (1) calendar year.

ORIGINAL signed:

Signed this 28th day of May, 2012.



President
Alberta Union of Provincial Employees



✓ President
CEP, Local 880

LETTER OF UNDERSTANDING

#11

RE: PRECEPTOR PREMIUM PAY

Employees who are assigned by the employer additional duties to provide training/preceptorship to other employees hired or appointed in a temporary position pursuant to the Collective Agreement as defined by Article 3.01(f) (ii) 4) – AUPE Member/ Staff Development - shall be paid a premium of \$2.00 per hour in addition to the employees regular salary (hourly rate) for the duration of the assignment. This Letter of Understanding shall remain in full force until the expiry of the term of the current Collective Agreement.

ORIGINAL signed:

Signed this 28th day of May, 2012.



President
Alberta Union of Provincial Employees



President
CEP, Local 880

LETTER OF UNDERSTANDING

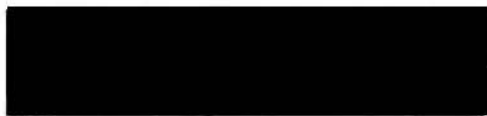
#12

RE: HEALTH EXPENSE CLAIM REIMBURSEMENT

1. (a) For permanent full-time Employees who are sixty-five (65) years of age or older and are no longer eligible to participate in the Health Benefits Plans are eligible for a Health Expense Claim Reimbursement effective February 1, 2012 to a maximum of seven hundred and fifty (\$750.00) per year.
- (b) For permanent Part-time Employees who meet the criteria of permanent full-time Employees, shall be eligible for the Health Expense Claim Reimbursement on a pro-rata basis, based on their annualized regular scheduled hours of work as of February 1, 2012.
- (c) Employees who, in the course of a claim year are hired into a position which is eligible for the Health Expense Claim Reimbursement, shall be entitled to this reimbursement pro-rated on the number of full months remaining in the claim year from the date the reimbursement eligible position is attained.
- (d) An Employee whose employment has terminated shall have one (1) month for the first of the month following her termination to submit a claim for eligible expenditures. For the purpose of this clause, eligible expenditures must have been incurred prior to the termination.
- (e) This Health Expense Claim Reimbursement is a taxable benefit.
- (f) Any unused allocation of the Health Expense Claim Reimbursement as of February 1st of each claim year may be carried forward for a maximum of one (1) calendar year.

ORIGINAL signed:

Signed this 28th day of May, 2012.



President
Alberta Union of Provincial Employees



President
CEP, Local 880

LETTER OF UNDERSTANDING

#13

RE: SCHEME of EMPLOYMENT - EMPLOYMENT STANDARDS CODE

WHEREAS CEP 880 and AUPE are desirous of maintaining the overtime provisions set out in Article 11.01 (b) and (c) of the collective agreement in a lawful manner;

NOW THEREFORE the Parties agree as follows:

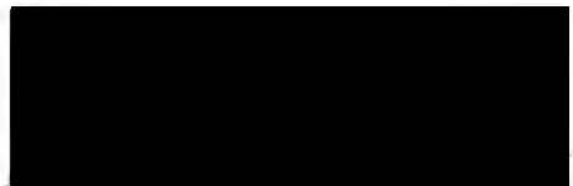
The CEP 880 and AUPE shall forthwith, and in any event no later than 30 days proceeding the exchange of notice of ratification of the collective agreement between the parties, jointly apply to the Director of Employment Standards to have Article 11.01 (b) and (c) of the collective agreement approved as a scheme of employment pursuant to Part 3, Division 1, Section 74(1) of the Alberta Employment Standards Code.

ORIGINAL signed:

Signed this 28th day of May, 2012.



President
Alberta Union of Provincial Employees



President
CEP, Local 880

LETTER OF UNDERSTANDING

#14

RE: SECRETARY I – REGIONAL OFFICE

Current employees classed as a Secretary I in a Regional Office will continue to receive an additional \$45.00 per month only until February 1, 2013.

ORIGINAL signed:

Signed this 28th day of May, 2012.



President
Alberta Union of Provincial Employees



President
CEP, Local 880

LETTER OF UNDERSTANDING

#15

RE: LUMP SUM PAYMENT CRITERIA

Lump Sum Payment of \$1,750.00 for eligible permanent full-time employees active on staff as of date of ratification. Lump sums are pro-rated for part-time/temporary employees.

- Eligible employees will be provided with a lump sum payment as outlined below, based on their status as date of ratification for the lump sum.
- To be eligible for consideration, employees must be active as of date of ratification for the lump sum.

Employment Category	Date of Ratification Payment Eligibility
Permanent Full-time *Temporary Full-time	\$1,750.00
Permanent Part-time *Temporary Part-time	Pro-rated by the percentage of time assigned (eg. 70% time = \$1,225.00)

*Temporary Full-Time and Part-time Employees who have been employed continuously for six (6) months or more as of date of ratification. Temporary Part-time employees will be pro-rated.

LEAVES

General Illness WCB Supplement LTD WCB Direct Benefits LWOP	Salaried employees eligible as per employment category above If the leave commenced prior to February 1, 2011 the employee is not eligible for a lump sum payment.
Maternity Leave Parental Leave	If the leave commenced on or after those dates, the employee is eligible to receive the lump sum payment as per their employment category.

ORIGINAL signed:

Signed this 28th day of May, 2012.



President
Alberta Union of Provincial Employees



President
CEP, Local 880

LETTER OF UNDERSTANDING

#17

RE: Member Resource Centre

The Employer is establishing a new workforce concept described as the "Member Resource Centre". As such, with the implementation of this new concept, this may require modifications as the new service transitions.

The Employer will create a new classification and the provisions of Article 24.05 of the Collective Agreement will apply.

The hours of operation of the centre may vary between 7:30 a.m. and 8:00 p.m. Monday to Friday. However, the hours of work for Employees shall be 7 hours per day.

The Employer will post the resultant new vacancies on the staff portal and will also accept expressions of interest from staff who are interested in "Back Up" opportunities for training and development purposes subject to the criteria in 24.02 of the Collective Agreement.

In order to reassure interested employees and to acknowledge this new concept variability's the Employer and the Union agree to increase the time frame in Article 24.03 from ninety (90) days to one hundred and eighty (180) days for Employees hired for the initial startup of the Member Recourse Centre.

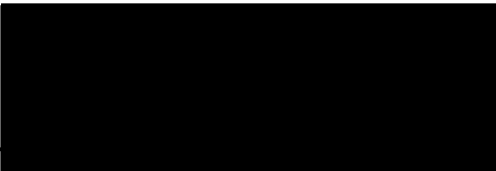
The Employer will meet with the Union to provide updates and a forum for the exchange of any concerns.

ORIGINAL signed:

Signed this 18 day of April 18, 2012.



President
Alberta Union of Provincial Employees



President
CEP, Local 880

Resource Center

Resource Center Agent

Start Rate

	Hourly	Bi-Weekly	Annual
01-Feb-12	\$32.02	\$2,241.40	\$58,276.40
01-Feb-13	\$33.30	\$2,331.06	\$60,607.46

Job Rate

	Hourly	Bi-Weekly	Annual
01-Feb-12	\$33.69	\$2,358.61	\$61,323.86
01-Feb-13	\$35.04	\$2,452.95	\$63,776.81

Resource Center Lead

Start Rate

	Hourly	Bi-Weekly	Annual
01-Feb-12	\$34.92	\$2,444.40	\$63,554.40
01-Feb-13	\$36.32	\$2,542.18	\$66,096.58

Job Rate

	Hourly	Bi-Weekly	Annual
01-Feb-12	\$36.59	\$2,561.61	\$66,601.86
01-Feb-13	\$38.06	\$2,664.07	\$69,265.93

LETTER OF UNDERSTANDING

#18

RE: Implementation of a Salary Grid for Information Technology Classifications

WHEREAS the CEP 880 and the AUPE are desirous to recognize the experience, and ongoing specialized skill development required of the Information Technology classifications, as well as fulfill the obligations as contained in the Mediator's Recommendation for Settlement; the parties agree to the implementation of a six-step grid for the following classifications contained within the Salary Schedule of the Collective Agreement:

The start rate for any of the following classifications will be 94% of the job rate.

Business Analyst

Job Rate - Feb 1, 2012

1	2	3	4	5	6
\$62,854.59	\$65,300.77	\$67,746.95	\$70,193.13	\$72,639.31	\$75,085.48

Job Rate - Feb 1, 2013

1	2	3	4	5	6
\$65,368.77	\$67,912.80	\$70,456.83	\$73,000.86	\$75,544.88	\$78,088.90

Senior Network Administrator

Job Rate - Feb 1, 2012

1	2	3	4	5	6
\$62,854.59	\$65,300.77	\$67,746.95	\$70,193.13	\$72,639.31	\$75,085.48

Job Rate - Feb 1, 2013

1	2	3	4	5	6
\$65,368.77	\$67,912.80	\$70,456.83	\$73,000.86	\$75,544.88	\$78,088.90

PC Technician - Help Desk

Job Rate - Feb 1, 2012

1	2	3	4	5	6
\$47,244.29	\$48,451.90	\$49,659.51	\$50,867.12	\$52,074.72	\$53,282.32

Job Rate - Feb 1, 2013

1	2	3	4	5	6
\$49,134.06	\$50,389.98	\$51,645.89	\$52,901.80	\$54,157.71	\$55,413.61

Signed this 5th day of July, 2012

President
Alberta Union of Provincial Employees

President
CEP, Local 880

LETTER OF UNDERSTANDING

#19

RE: Market Adjustment – Business (Systems) Analyst – ([REDACTED])

The parties agree:

[REDACTED] shall receive a market adjustment to the third step of the salary grid for the Business Analyst classification.

Furthermore, the incumbent will move to the next step on the salary grid for this classification on the contract anniversary date of February 1st of each year.

For the purpose of retroactivity, this market adjustment shall be effective August 12, 2011 and shall only apply to salary and not any other entitlements or benefits.

Signed this 5th day of July, 2012

[REDACTED]

President
Alberta Union of Provincial Employees

[REDACTED]

President
CEP, Local 880

LETTER OF UNDERSTANDING

#20

Re: Amended Job Description and Title of Maintenance Service Worker

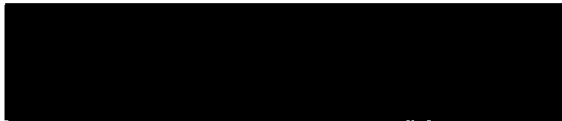
The Employer is establishing a revised job description and title for the Maintenance Service Worker classification (attached).

As a result the Employer acknowledges that the increased responsibilities are deserving of increased salary compensation.

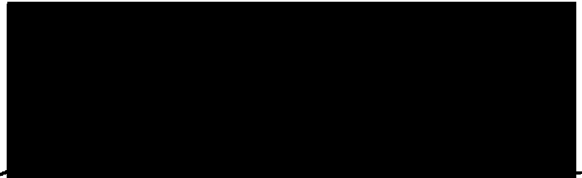
The Employer and the CEP Local 880 agree to the Employer proposal to increase the Start Rate and Job Rate by \$2.00 per hour effective the beginning of the first pay period in October, 2012.

ORIGINAL signed:

Signed this 1st day of October 2012.



President
Alberta Union of Provincial Employees



President
CEP, Local 880



Alberta Union of Provincial Employees Job Description

Title: Building Maintenance Coordinator

Date: 19 June 2007

Revised: September 4, 2012

Summary of Duties:

This position performs a variety of maintenance and occasional caretaking duties. Work is carried out with a large degree of independence.

Qualifications:

- Grade 12 Diploma, or combination of education and experience.
- Building Operator "B" Certificate.
- Valid Alberta drivers' license.
- Previous experience working in a building maintenance environment as a handyman or maintenance worker.

Experience:

- **Previous:** One (1) year previous experience in a maintenance environment.
- **On the Job:** Nine (9) months on the job to become familiar with the building, seasonal work, codes and regulations, and specific AUPE technology and AUPE policies and procedures.

Key Activities:

A. Maintenance and Operation

- a. Operates boilers and accessory equipment, ventilation units.
- b. Performs plumbing, carpentry, electrical, mechanical repairs as qualifications allow.
- c. Performs preventative maintenance.
- d. Coordinates and liaises with maintenance contractors.
- e. Repairs and installs equipment as required.
- f. Monitors functionality of building security systems and fire safety systems.

B. Grounds Keeping

- a. Mows, trims, prunes.
- b. Weeds and plants.
- c. Fertilizes and irrigates.

- d. Removes snow and ice.
- e. Repairs and maintains grounds equipment.

C. Project and Renovation Work

- a. Coordinates contract work.
- b. Coordinates and participates in in-house renovations as required.
- c. Obtains quotes from contractors and suppliers.

D. Supervisory and Administrative

- a. General supervision and directs the work of the caretaking staff employed by AUPE.
- b. Have the ability to provide leadership and work in a team environment.
- c. May assist and provide input on performance appraisals as required.

E. Miscellaneous

- a. Deliveries – mail, picks up supplies as required.
- b. Various tasks as assigned.

The above statements reflect the general details considered necessary to describe the principle functions of the job and shall not be construed as a detailed description of all the work assignments that may be inherent to the job.

Any revisions of the document must be approved by the *Executive Director*.

Validating Signature:

AUPE: _____

Dated this day _____ of _____, 2012

LETTER OF UNDERSTANDING

#23

Re: Trial/Project Position – Senior Research Advisor

The Employer is establishing on a Trial/Project basis a research initiative to coordinate the research function and develop reporting relationships to assist in this Trial/Project.


The Senior Research Advisor Job Description (attached) sets out the job requirements including coordination of and supervision of the research section.

The Parties agree that the position will be a temporary reassignment of Union Representative Tom Fuller during the Trial/Project period of one year. The incumbent will continue to be compensated as a union representative and may also be assigned various union representative duties during this period. This Trial/Project may be extended by mutual agreement of the parties. Should the Trial/Project be made permanent the parties will then discuss the rates of pay and other conditions of employment pursuant to the collective agreement.

ORIGINAL signed:

Signed this 1st day of October, 2012.


President
Alberta Union of Provincial Employees


President
CEP, Local 880



Alberta Union of Provincial Employees Job Description

**Classification: Senior Research Advisor
(Trial/Project Position)**

Date: 04 September 2012

Summary of Duties:

The Senior Research Advisor is responsible for planning, coordinating and implementing all research (policy, social, economic, legal etc.) strategies, programs, projects and initiatives.

Qualifications:

- Bachelors or Masters Degree in a related field is considered an asset.
- Significant ability to initiate, coordinate, develop, and implement broad research programs, goals and strategies.
- Must also possess computer skills necessary to analyze data and produce written materials. Familiarity with data base development and maintenance an asset.
- Excellent communication and organizational skills required.
- Ability to provide leadership and work in a team environment.

Experience:

- **Previous:** Minimum five (5) years in similar roles and responsibilities. Background in the trade union movement, familiarity with AUPE and AUPE activities would be an asset.
- **On the Job:** Nine (9) months on the job to become familiar with AUPE specific technology and AUPE policies and procedures.

Key Activities:

A. Develop Research Objectives

- a. Develop quarterly and annual objectives, programs and projects to improve the efficiency and effectiveness of the research function.
- b. Work with the President and Director of Labour Relations and other staff to further enhance the function of the Research section.

B. Develop Research Materials

- a. Develop and deliver research reports and materials.
- b. Develop a Research Section on the AUPE Website as required in consultation with Communications section.
- c. Interacts with other departments to develop and produce research projects and materials.
- d. Develop slide and video presentations, as needed.

C. Supervisory and Administrative

- a. Conducts periodic research audits in which all objectives, programs, and projects are reviewed and assessed.
- b. Supervises and coordinates the work of research staff employed by AUPE.
- c. Coordinates research initiatives and projects amongst various other sections of AUPE.
- d. Required to have excellent communication and organization skills.
- e. Have the ability to provide leadership and work in a team environment.
- f. May be required to work as a staff advisor to AUPE standing committee or committees.
- g. May assist and provide input on performance appraisals as required.

The above statements reflect the general details considered necessary to describe the principle functions of the job and shall not be construed as a detailed description of all the work assignments that may be inherent to the job.

Any revisions of the document must be approved by the *Executive Director*.

Validating Signature:

AUPE: _____

Dated this day _____ of _____, 2012

Re: Creation of New Classification of Organizer and Reassignment of



The Employer has reviewed the relationship of the MSO classification between the Labour Relations function and the organizing functions and has proposed the establishment of a new Classification of Organizer.

The rates of pay are:


Effective 1st full pay period in October 2012:

1	2	3	4	5	6
64,150.53	66,750.53	69,350.53	71,950.53	74,550.53	77,150.53

Effective February 01, 2013:

66,716.55	69,420.55	72,124.55	74,828.55	77,532.55	80,236.55
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Employees may move to the next Step of the pay grid on the contract anniversary date of February 1st of each year.

 are reassigned as Organizers and will be placed on Step 6 of the new Organizer pay grid.

The provision of TOIL (Article 11.01(b) and (c)), apply, as does the provisions of Article 34.03, Vehicle Allowance.

Re: Trial/Project Position – Senior Organizing Advisor

The Employer is establishing on a Trial/Project basis a revamped organizing initiative to consolidate internal and external organizing and develop reporting relationships to assist in this Trial/Project initiative.

The Senior Organizing Advisor Job Description (attached) sets out the job requirements including coordination of and supervision of the organizing section.

The proposed rates of pay are:

Effective 1st full pay period in October 2012:

Start Rate	86,936.30	Job Rate	96,438.16
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Effective February 01, 2013:

Start Rate	90,413.76	Job Rate	100,295.69
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The TOIL provisions (Article 11.01(b) and (c)) apply to this position and the vehicle allowance provisions (Article 34.03) do not apply.



FOR INFORMATION ONLY

File Number: PER-000857

**Approval of a Scheme of Employment
Issued under Section 74 of the
*Employment Standards Code***

This permit is issued to:
Alberta Union Of Provincial Employees
o/a AUPE
10451 - 170 Street
Edmonton, Alberta T5P 4S7

Date Issued: December 11, 2012
Expiry Date: January 31, 2014

This authorizes Alberta Union Of Provincial Employees o/a AUPE to vary Section 21 of the *Employment Standards Code (Code)* as per conditions 1, 2 and 3 below, and to extend the period in which overtime can be banked to a period of one year for its Union Representative, Membership Services Officer, Senior Communications Advisor, Multi-Media Technician / New Media Producer and other new classifications in accordance with Section 23(2)(c).

The following conditions apply:

1. Commencing January 1 each year, all overtime earned on regular Monday through Friday workdays shall be taken as time off with pay, instead of overtime pay, provided, taken and paid to the affected employees at a rate of 5 workdays for each 3 calendar months, or major portion thereof so employed.
2. Any leave with pay in lieu of overtime not used within a three month period may be carried forward, with the caveat that all unused pay in lieu of overtime be paid out by December 31 of each year.
3. All affected employees who are required to work on a Saturday will receive at least 1.5X the basic hourly rate for all hours worked, as per the collective agreement.
4. All affected employees who are required to work on a Sunday or Paid Holiday will receive at least 2x their basic hourly rate for all hours worked, as per the collective agreement.
5. All affected employees who are required to work overtime on a Saturday, Sunday or paid holiday will be credited with a minimum of 3 hours overtime at the applicable overtime premium, as per the collective agreement.
6. All other provisions of Section 23 of the *Code* continue to apply.

7. The Director of Employment Standards may revoke, amend, or vary this permit at any time.

This permit will void and nullify the previously issued permit dated November 2, 2012 concerning overtime.



Eric Reitsma
Director of Employment Standards