

COLLECTIVE AGREEMENT

BETWEEN

ALBERTA UNION OF PROVINCIAL EMPLOYEES

(the “Employer”)

AND

ALBERTA UNION OF LABOUR RELATIONS PROFESSIONALS

(the "Union")

EXPIRY: JANUARY 31, 2022

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## ARTICLE 1

### Purpose of Agreement

- 1.01 The purpose of this Agreement between the Alberta Union of Labour Relations Professionals 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, 2022.
- 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

Alberta Union of Labour Relations Professionals

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) Singular - A word used in the singular applies also in the plural if the context so requires.
- (b) "Union" means Alberta Union of Labour Relations Professionals.
- (c) "Act" means The Alberta Labour Relations Code as amended from time to time.
- (d) "Employer" means the Alberta Union of Provincial Employees.
- (e) "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 their 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 shall 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 shall not exceed one (1) year, unless extended in writing by mutual agreement between the Employer and the Union;
    - 4) Staff Training and Development – to perform duties allowing for educational development and training for a period of time that shall not exceed one (1) year, 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 peak workloads and whose employment will not exceed eight (8) continuous weeks, unless extended by mutual agreement between the Employer and the Union, or works on a call in basis and is not regularly scheduled.
  - (iv) "Probationary Employee" means a person who occupies a permanent position during a probationary period.
- (f) Shop Steward means a person authorized by the union who is selected by the Employees of the Bargaining Unit to act on behalf of those Employees members of the bargaining unit.

- (g) "Service or Seniority" shall mean length of continuous employment with the Employer.
- (h) "Promotion" means when an Employee applies and is successful on a job posting which results in a higher salary rate.
- (i) "Year or Years of Employment" - the first day of employment becomes the Employee's anniversary date for computing years of service.
- (j) "Work location" shall be defined as each Regional Office and Headquarters. Headquarters includes all offices in Edmonton.
- (k) "Staff Pension Plan" means Alberta Union of Provincial Employees Staff Pension Plan.

#### ARTICLE 4

##### Management Recognition

- 4.01 The Parties agree that it shall be the exclusive right of the Employer to operate and manage the business of the Employer in all respects unless otherwise provided by this Collective Agreement. The Employer shall exercise its rights in a manner that is fair, reasonable, non-arbitrary and consistent with the terms of the Collective Agreement.
- 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, become and remain members in good standing in the Union.
- 5.03 There shall be no discrimination against or intimidation of any employee for reasons of union membership or union activity, or for the exercise of rights provided for in this agreement, the Charter of Rights and Freedoms, 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 their 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 engage in meaningful consultation with 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 where reasonably possible a minimum of thirty (30) days prior to invoking this Clause.

5.05 The Employer shall deduct from the base salary 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 In addition to the Union dues deducted in 5.05 the Employer shall provide the Union Treasurer with a list identifying each Employee. The list will include: Employee name, Employee number, home mailing address, phone number and email addresses (if available), site (work location), classification, status (active, leave of absence etc.), Union dues deducted, the Employees basic monthly salary and any Employees on LTD. Such list shall include newly hired Employees.

5.07 Union Management Advisory Committees

- (a) The parties to this agreement recognize the benefits, which can be derived from an Union Management Advisory Committee (UMAC). Such Committee shall be comprised of up to five (5) members of the Union and up to five (5) representatives of the Employer.
- (b) The desired function of the UMAC is to examine and make recommendations regarding the concerns of employees and other matters related to employment not covered by the collective agreement.
- (c) The senior representative of the Employer and the senior representative of the Union shall alternate as Chairperson on UMAC.
- (d) Terms of reference will be established by the committee.
- (e) Minutes will be kept by alternating co-chairs and posted on the web portal within 7 calendar days.
- (f) Such Committee shall meet at least quarterly.
- (g) Should either party wish to convene a special meeting of the Committee, it shall do so by submitting a request and agenda to the other party at least two (2) days in advance of a requested meeting date. Upon receipt of an agenda, both parties agree to meet as soon as possible.
- (h) This meeting shall be convened during working hours of all Committee members, if operational requirements permit. Union Committee members will be compensated by the Employer at appropriate rate of pay for time spent attending the meetings and shall be reimbursed in accordance with Article 32 (Employee Expenses for Employer Business).

- 5.08 Employees shall be allowed time off with pay for the conduct of official Union business. Steward and complainant for time spent investigating a complaint, and a Steward and a grievor for time spent in discussing written grievances as outlined in the Grievance Procedure. The 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.
- 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 Stewards. The Union shall provide an updated list of Stewards to the Employer.
- (b) The Employer recognizes the 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 Alberta Union of Labour Relations Professionals. 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 Alberta Union of Labour Relations Professionals, the Union Label/Logo "Alberta Union of Labour Relations Professionals" may appear on work performed by Alberta Union of Labour Relations Professionals members.
- 5.15 The Union may be granted the use of a meeting room or electronic medium 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. The Employer shall allow the use of the internal email for communication with the membership. The Employer reserves the right to require material damaging to

the Employer be removed. The Employer reserves the right to revoke the use of internal email.

## 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 Every reasonable attempt will be made to provide surface parking places complete with plug-ins at no cost to the Employee.
- 6.06 Where practical, the Employer shall provide a lunchroom for Employees.
- 6.07 The Employer agrees that a union steward shall be given the opportunity to provide a Union orientation to new Employees for up to 30 minutes. The Employer will notify the President of AULReP when new Employee have been hired.

## 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 their 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 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, they will be provided the reason(s) in writing.
- 8.03 The Employer agrees to notify the Employee of any interview or meeting that is of a disciplinary nature or may lead to disciplinary action and to indicate the Employee's right to be accompanied by Union representation. The Employer shall disclose the nature of the allegation(s) to the Employee in advance of the interview or meeting. Advance notice of at least twenty-four (24) hours of the meeting will be provided to the Employee, unless otherwise mutually agreed.

## 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 their 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 their 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

- (a) Time Limits for responding Party

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.

- (b) Time Limits for Grieving Party

The time limits set out in grievance procedures may be extended by mutual agreement between the parties.

It is the desire of both parties to this Agreement to resolve grievances in a manner that is just and equitable, and it is not the intention of either the Employer or the Union to evade settlement of disputes on a procedural technicality. However, notwithstanding the forgoing, it is clearly understood that time limits established herein are for the sake of procedural orderliness and are to be adhered to.

Should either party fail to adhere to the time limits, the onus is on that party to show a justifiable reason for its failure to adhere to such limits.

9.03

#### Disclosure

The Party bearing the onus in the grievance procedure shall be required to furnish particulars, produce documents or things that may be relevant to the matter.

9.04

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

9.05

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

9.06

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.

9.07 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 Building Maintenance Coordinator, Building Maintenance Custodian, Custodian and other new classifications, when designated by the Employer shall be seven (7) hours per day. Due to the business of the Employer, regular hours of work may occur at variable times but shall be confined within the hours of 8:00 A.M. and 5:00 P.M. Scheduling hours outside of 8:00 A.M. to 5:00 P.M. shall be by mutual consent between the Employee and the Employer. However, the hours of work for Employees shall be seven (7) hours per day unless modified by Article 41.
- 10.02 The normal hours of work for Employees in the Custodian classification shall be seven and one-half (7 1/2) hours per day unless modified by Article 41. Due to the business of the Employer, regular hours of work may occur at variable times but shall be confined within the hours of 11:30 A.M. to 12:00 A.M. Scheduling hours outside of 11:30 A.M. to 12:00 A.M. shall be by mutual consent between the Employee and the Employer. Notwithstanding Clause 10.06, Employees in the Custodian classification 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 Building Maintenance Custodian classification shall be eight (8) hours per day unless modified by Article 41. The regular hours of work shall occur between 11:30 A.M. to 12:00 A.M., Monday to Friday. Scheduling hours outside of 11:30 A.M. to 12:00 A.M. shall be by mutual consent between the Employee and the Employer. Notwithstanding Clause 10.06, Employees in the Building Maintenance Custodian classifications shall be entitled to only one-half (1/2) hour for an unpaid meal period.
- 10.04 The normal hours of work for Employees in the Building Maintenance Coordinator classification shall be eight (8) hours per day unless modified by Article 41. The regular hours of work shall occur between 7:00 A.M. to 4:30 P.M. Monday to Friday. Scheduling hours outside of 7:00 A.M. to 4:30 P.M. shall be by mutual consent between the Employee and the Employer. Notwithstanding Clause 10.06, Employees in the Building Maintenance Coordinator classifications shall be entitled to only one-half (1/2) hour for an unpaid meal period.
- 10.05 The normal hours of work for Employees in the Resource Centre Agent and Resource Centre Lead classifications and other new classifications when designed by the Employer shall be thirty-five (35) hours per week. However, the hours of work for Employees shall be seven (7) hours per day unless modified by Article 41. Due to the business of the Employer, regular hours of work may occur at variable times but shall be confined within the hours of 7:30 A.M. and 9:00 P.M. Scheduling hours outside of 7:30 A.M. to 9:00 P.M. shall be by mutual consent between the Employee and the Employer.

- 10.06 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.
- 10.07 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.
- 10.08 An Employee, other than a Union Representative, M.S.O., Senior M.S.O. Advisor, Research Officer, Communications Department Coordinator, Senior Digital Strategies Advisor, Communication Officer, Senior Research Advisor, Senior Organizing Advisor, Organizer, Multi-Media Technician/ New Media Producer, Education Technician, 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.
- 10.09 Virtual Callback
- When an Employee other than a Union Representative, M.S.O., Senior M.S.O. Advisor, Research Officer, Communications Department Coordinator, Senior Digital Strategies Advisor, Communication Officer, Senior Communications Advisor, Senior Research Advisor, Senior Organizing Advisor, Organizer, Multi-Media Technician/ New Media Producer, Education Technician, is approved or directed to perform their work outside regular hours of work without returning to the workplace, such Employee shall be paid at the applicable overtime rate for the total accumulated time spent.
- 10.10 No Employee shall be requested or permitted to work more than a total of twelve (12) hours in a twenty-four (24) hour period beginning at the first hour an Employee reports to work.

## ARTICLE 11

### Overtime

- 11.01 (a) For all Employees, except those employed in the Union Representative, M.S.O., Senior M.S.O. Advisor, Research Officer, Communications Department Coordinator, Senior Digital Strategies Advisor, Communication Officer, Senior Research Advisor, Senior Organizing Advisor, Organizer, Multi-Media Technician/ New Media Producer, Education Technician, and other new classifications when designated by the Employer, overtime worked Monday to Friday in excess of the scheduled daily hours 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., Senior M.S.O. Advisor, Research Officer, Communications Department Coordinator, Senior Digital Strategies Advisor, Communication Officer, Senior Research Advisor, Senior Organizing Advisor,

- Organizer, Multi-Media Technician/ New Media Producer, Education Technician, 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., Senior M.S.O. Advisor, Research Officer, Communications Department Coordinator, Senior Digital Strategies Advisor, Communication Officer, Senior Research Advisor, Senior Organizing Advisor, Organizer, Multi-Media Technician/ New Media Producer, Education Technician, 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., Senior M.S.O. Advisor, Research Officer, Communications Department Coordinator, Senior Digital Strategies Advisor, Communication Officer, Senior Research Advisor, Senior Organizing Advisor, Organizer, Multi-Media Technician/ New Media Producer, Education Technician, and other new classifications when designated by the Employer, who are to work on a Sunday or a Paid Holiday shall receive two times (2X) the basic hourly rate for hours worked.



(iii) Employees in the Union Representative, M.S.O., Senior M.S.O. Advisor, Research Officer, Communications Department Coordinator, Senior Digital Strategies Advisor, Communication Officer, Senior Research Advisor, Senior Organizing Advisor, Organizer, Multi-Media Technician/ New Media Producer, Education Technician,

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 all 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 their 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 shall not 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 the Union Representative, M.S.O., Senior M.S.O. Advisor, Research Officer, Communications Department Coordinator, Senior Digital Strategies Advisor, Communication Officer, Senior Research Advisor, Senior Organizing Advisor, Organizer, Multi-Media Technician/ New Media Producer, Education Technician, Building Maintenance Coordinators, Building Maintenance Custodians and Network Administrators 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. Floater day

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 12A

##### Christmas Closure

12A.01 It is understood that Christmas Closure will result in closure of AUPE offices and non-essential operations as outlined below:

- When Christmas Day falls on a Sunday, the Christmas closure will occur on December 29, and 30;
- When Christmas Day falls on a Monday, the Christmas closure will occur on December 28, and 29;
- When Christmas Day falls on a Tuesday, the Christmas closure will occur on December 27, 28 and 31;
- When Christmas Day falls on a Wednesday, the Christmas closure will occur on December 24, 30, and 31;
- When Christmas Day falls on a Thursday, the Christmas closure will occur on December 29, 30, and 31;
- When Christmas Day falls on a Friday, the Christmas closure will occur on December 29, 30, and 31;
- When Christmas Day falls on a Saturday, the Christmas closure will occur on December 29, 30, and 31.

- 12A.02 Christmas Closure days are not to be treated as vacation or paid holiday days. Employees are required to take the number of days allotted to them as per Clause 12A.01.
- 12A.03 When an Employee is required to work on one of the paid days off as listed in Clause 12A.01, or is employed in a continuous operation, the paid days off or required period of time worked, shall be taken at the Employee's discretion by the end of the next calendar year, subject to operational requirements.
- 12A.04 This Article shall come into effect on date of ratification.

ARTICLE 12B

Floater Holiday

- 12B.01 Employees who are employed on or before July 1st, in any year shall be granted an additional paid holiday day as a "Floater" holiday in that year. Such holiday day shall be granted at a mutually agreeable time. Failing mutual agreement by December 31st of that year, the Employee shall receive payment for such day.
- 12B.02 This Article shall come into effect on date of ratification.

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 their service, provided that when employment has commenced on or before the fifteenth (15) day of any month, the Employee 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, the Employee 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 biweekly 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 (a) 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. Prior to March 1<sup>st</sup> of each year a vacation schedule planner shall be circulated amongst all Employees for the purpose of scheduling vacation for the twelve (12) month period following March 31<sup>st</sup>. At this time, the Employer shall provide guidance as to the reasonable number of Employees who can be granted vacation at the same time within each office or work unit. Where an Employee submits their vacation preference by March 1<sup>st</sup>, the Employer shall indicate approval or disapproval of the vacation request by April 15<sup>th</sup>.
- (b) Where conflict amongst Employees for scheduling vacations arises, and where vacations are scheduled on or before April 15<sup>th</sup>, seniority relative to other Employees in the Employees' office or work unit shall be considered in determining vacation date approval. Thereafter 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, the Employee 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 they are entitled in any year, the unused portion of their 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, 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 their 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.
- 14.04 (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).
- 14.05 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:
- (a) In lieu of Overtime, Clause 11.01(b) (Overtime);
  - (b) Article 12 (Paid Holidays) or Article 13 (Annual Vacation);
  - (c) Time towards Article 26 (Probationary Period);

(d) Article 32 (Employee Expenses for Employer Business);

(e) Article 34 (Mileage and Vehicle Allowances)

14.06

Reservist Leave

(a) The Employer may grant reservist leave to an Employee:

(i) where the Employee's services are required by the Department of National Defence to meet a civil emergency, for the duration of the emergency; or

(ii) where during a national emergency the Employee volunteers for service or is conscripted into the Armed Forces for the duration of the emergency; or

(iii) where the Employee volunteers for military training, special training or special duty, for a period not exceeding six (6) weeks.

(b) Where reservist leave is approved an Employee shall not be required to forfeit any of the Employee's vacation entitlements. However, where reservist leave is not approved, this Article does not preclude the Employee from using vacation leave for the purpose of attending military training.

(c) Reservist leave to attend annual training or summer camp shall not exceed twenty (20) working days.

(d) When an Employee has been granted reservist leave in accordance point 1(c) or point 3, and that Employee produces a letter from National Defence Headquarters to the Employer, stating the amount paid by the Department of National Defence to such Employee, the Employee shall receive the Employee's full rate of pay from the Employer, less the amount the Employee received from the Department of National Defence.

14.07

An Employee from the Bargaining Unit who is temporarily seconded to an out of scope position shall be granted a leave without pay in accordance with Article 14.02 for term of the secondment. Notwithstanding Article 14.02, seniority shall cease to accrue on the day the Employee begins the out-of-scope position, however the Employee's seniority shall be frozen until they return to the bargaining unit.

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 approval, Employees shall be granted time off with pay to attend medical, dental, optical, physiotherapy, chiropractic or counseling appointments. Such approval shall not be unreasonably denied.
- 15.06 The Employer may 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 their return to work. Where the Employee must pay a fee for a medical certificate or other such proof of illness, the Employer shall reimburse the full fee.
- 15.08 Balancing the need to ensure a safe workplace with an Employee's privacy rights and the principle of least intrusive measure, the Employer will only request an Independent Medical Examination (IME) after clarification has been sought from the Employee's own physician and/or there is a legitimate doubt about the medical information provided by the Employee.
- 15.09 The Employer may require that an Employee to undergo an Independent Medical Examination (IME):
- (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 their duties due to disability or illness.
  - (c) An Employee shall be entitled to have their personal physician or other physician of their choice to act as their counsel before during an IME.
  - (d) Should an Employee be found unfit for normal duties by an IME they shall immediately be placed on illness leave if available, and if eligible, an application for LTDI shall be submitted.
  - (e) Expenses incurred under Clause 15.09 shall be paid by the Employer.
- 15.10 For the purposes of administering medical accommodations through return to work programs, Illness Leave expressed in days in Clause 15.02 will be converted to hours for the duration of the medical accommodation in a return to work program. At the point an Employee has utilized forty (40) days of Illness Leave or the equivalent in hours the Employer will provide the Employee with the forms necessary to apply for LTDI.

## 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. Such coverage shall be provided to Permanent and Temporary Employees except for Temporary Employees who are hired to work for less than three (3) months.
- (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 they have provided satisfactory medical proof;
  - (ix) Direct Bill Card (prescription).
- 16.02 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 their overtime and vacation entitlements as per Clause 16.04, while awaiting their 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 their pre-disability classification and work location for twelve (12) months, and



their 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 their pre-disability classification or another suitable classification and work that can accommodate the employee's disability without undue hardship.

16.08 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.

16.09 (a) (i) For the 2019 Benefit year, One Thousand, three hundred dollar (\$1300) amount shall be deposited in the eligible Employee's account. This Flexible Health/Personal Spending Account shall be provided to regular part-time Employees on a pro-rata basis, based on their annualized regularly scheduled hours of work.

(ii) For the 2020 Benefit Year, One Thousand, five hundred dollar (\$1500) amount shall be deposited in the eligible Employee's account. This Flexible Health/Personal Spending Account shall be provided to regular part-time Employees on a pro-rata basis, based on their annualized regularly scheduled hours of work.

(iii) For the 2021 Benefit year, One Thousand, six hundred dollar and fifty (\$1650) amount shall be deposited in the eligible Employee's account. This Flexible Health/Personal Spending Account shall be provided to regular part-time Employees on a pro-rata basis, based on their annualized regularly scheduled hours of work.

(b) Permanent employees who, in the course of a calendar year, are hired into a position which is eligible for the Flexible Health/Personal Spending Account shall be:

(i) entitled to a Flexible Health/Personal 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 their Flexible Health/Personal 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 their 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/Personal 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/Personal Spending Account.

- (e) Any unused allocation in the Employee's Flexible Health Benefit Spending Account as of December 31<sup>st</sup> of each calendar year may be carried forward for a maximum of one (1) calendar year.

## 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 (S.A., 2017, Chapter 0-2.1) and its attached 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 two hundred dollars (\$200.00) will be provided to Permanent Employees in the following classifications:
  - (a) Custodian

- (b) Building Maintenance Custodian
- (c) Building Maintenance Coordinator
- (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 their probationary period, the Employee will be reimbursed up to two hundred dollars (\$200.00) towards the previous cost of purchase of their 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 their 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

### Discrimination, Harassment, Bullying and Violence

- 20.01 The Parties is expected to create an inclusive workplace that respects the dignity of every individual.
- 20.02 There shall be no discrimination, restriction, or coercion exercised or practiced by the Parties in respect of any Employee by reason of race, colour, ancestry, place of origin, political or religious beliefs, gender, gender identity, gender expression, age, physical disability, mental disability, marital status, family status, source of income, and sexual orientation.
- 20.03 The Union and the Employer recognize the right of an Employee to work in an environment free from harassment, bullying and violence.  
Workplace Harassment, Workplace Bullying and Workplace Violence, are defined as:
  - (a) Workplace Harassment is any unwelcome conduct by an individual or group of individuals that is directed at and offensive to another person or persons in the workplace, and that the individual knew or ought reasonably to have known would cause offence or harm.
  - (b) Workplace Bullying is a repeated pattern of negative behaviour aimed at a specific person or group.
  - (c) Workplace Violence is threatened, attempted, or actual conduct of a person that causes or is likely to cause physical or psychological injury.
- 20.04 Workplace Harassment, Bullying & Violence 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.

20.05 The Employer shall complete the investigation within twenty (20) work days unless mutually agreed by the parties and provide written notification of the results to the individuals involved.

20.06 Should the complainant believe that the investigation was not full and complete the complainant may file a grievance in writing to the President within ten (10) work days of written notification of the results.

## ARTICLE 21

### Maternity/Parental/Adoption Leave

21.01 An Employee shall be granted:

- (a) leave for maternity reasons for a period not normally exceeding 17 weeks from the date of birth.
- (b) leave for parental/adoption reasons for a period not normally exceeding 63 weeks.

Application for such leave may be made only after (90) days of employment.

21.02 During the maternity leave portion of the leave, an Employee who has provided medical documentation will be entitled to pay and benefits equivalent to illness leave under article 15 of this Agreement.

21.03 In respect of the period of parental/adoption leave, payment made according to the Supplementary Employment Benefit Plan will consist of the following:

- (a) two (2) pay periods equal to one month of pay equivalent to the difference between the EI benefits the Employee is eligible to receive and seventy-five percent (75%) of their regular weekly wage for every year of employment;
- (b) the weekly wage referred to in Clause 21.03(a) shall be the Employee's hourly wage times their regular hours of work as per article 10 of this agreement;
- (c) where an Employee becomes eligible for a salary increase during the period of maternity leave, payments made under Clause 21.03(a) shall be adjusted accordingly.

21.04 If a pregnancy ends in a miscarriage or stillbirth within 16 weeks of the estimated due date, the employee is still entitled to leave for maternity reasons and will be entitled to pay and benefits equivalent to illness leave under article 15 of this Agreement, but is not entitled to parental leave.

21.06 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.

- 21.07 An Employee granted leave under this article shall be returned to their former position or be placed in another position at a comparable salary level upon their return to work.
- 21.08 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 they are unable to perform the duties required, in this case, Clause 21.08 applies; or
  - (b) where the Employee indicates they require leave to conform to the regulations applicable to Employment Insurance Benefits.
- 21.09 A pregnant Employee, who presents medical evidence from their physician which satisfies the Employer that continued employment in their present position may be hazardous to themselves or to their 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.
- 21.10 Employees on paid maternity/parental/adoption leave as per this Article 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).

## ARTICLE 22

### Special Leave

- 22.01 (a) An Employee on vacation or toil, shall be granted upon application, special leave at their 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, 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 they are normally off duty.
- (b) An Employee who is at work shall be granted upon application, special leave at their 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) personal – up to four (4) days.

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 if there is an illness within the employees or spouse's immediate family. 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. The leave of absence shall not include taking the person to a medical, dental, optical, or other such appointment, unless there is no other family member available to take the person to an appoint;
- (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) personal day shall apply to conditions that require an employee to be away from work for personal reasons.

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.

## 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 their 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 they are unable to perform the duties of the new position during the ninety (90) day trial period, they shall be returned to their former position, or an equivalent position, at the rate of pay they 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.

- (i) The posting shall contain the qualifications required, the classification, the workplace and anticipated duration of the position.
- (ii) Employees shall have seven (7) calendar days to apply for the Temporary position.
- (iii) The Employer will make the temporary appointment in accordance with the criteria in Clause 24.02.

(b) The Employer will post (Staff Portal) all opportunities for appointment to Temporary Replacement positions where the anticipated term is greater than four (4) months.

- (i) The posting shall contain the qualifications required, the classification, the workplace and anticipated duration of the position.
- (ii) Employees shall have seven (7) calendar days to apply for the Temporary position.
- (iii) The Employer will make the temporary appointment in accordance with the criteria in Clause 24.02.
- (c) Where the circumstance require the Employer to fill temporary opportunities outlined in Clause 24.04 (a) and (b), the appointment shall be conditional subject to the recruitment process.
- (d) The Employer shall provide at least fourteen (14) calendar days written notice of termination of temporary positions.
- (e) Permanent Employees achieving a temporary position under this article shall maintain their status as a Permanent Employee.

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 they are improperly classified due to a substantial change in job duties, may apply to the Executive Director to have their classification reviewed. The Executive Director will give consideration to such application and notify the Employee accordingly.
- (b) Should the Employee feel that they have not received proper consideration in regard to a classification review, they 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

Acting Incumbency

- (a) An Employee assigned to replace another Employee holding a higher rated position shall be paid at the next higher step of pay for the period so employed providing the Employee fulfills the principal duties of the higher rated job for one (1) full calendar day 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.

25.02

Temporary Promotion

- (a) Temporary promotions shall be subject to the criteria in Clause 24.04 of the agreement.
- (b) An Employee temporarily promoted to a higher rated position shall receive the higher step of pay and other benefit entitlements of the classification for all hours worked for the period so employed.
- (c) To receive temporary promotion, prior written approval must be granted by the Employer.

ARTICLE 26

Probationary Period

26.01

- (a) The probationary period for all Employees shall be six (6) months from the date of hire except those in the Union Representative classification. Probationary periods may be extended by mutual consent of the parties.

- (b) The probationary period for Employees shall be nine (9) months from the date of hire for Union Representatives. 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 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 seven (7) calendar days to express their interest in being appointed to the Temporary AUPE Staff Training and Development

position.

- (f) Temporary AUPE Training and 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 their previous length of employment recognized as continuous service providing they have 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.

28.05 For Employees who are seconded in accordance with article 14.04, seniority shall cease to accrue on the day the Employee begins the out-of-scope position, however the Employee's seniority shall be frozen until they return to the bargaining unit.

## 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 Prior to any layoffs every effort should be made to offer early retirement packages to volunteers, who wish to have their employment end, provided those retained are qualified and able to perform the available work. When seeking volunteers for early retirement the Employer will send notice to the President of AULReP. In the event that there are a greater number of Employee's willing to accept a voluntary retirement than Employer offers for reduction through voluntary retirement, such offers will first be extended to those Employee's having more seniority. Employee taking voluntary retirement shall have up to one hundred and eighty (180) days to establish a termination date. The formula for retirement packages

will be based on a minimum of one (1) months pay for each year of service to a maximum of three (3) months.

- 29.03 A layoff shall be defined as a reduction in the work force.
- 29.04 All permanent Employees shall be given one hundred and eighty (180) working days prior written notice of layoff or in lieu thereof, be paid one hundred and eighty (180) working days salary.
- 29.05 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.
- 29.06 (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 they are 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.
- 29.07 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.
- 29.08 (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.
- 29.09 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.
- 29.10 (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.

29.11 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 the meal allowance, overnight accommodation and overnight per diem as follows:

Meals		Per Diem
Breakfast	\$12.00	Within Alberta: \$10.00
Lunch	\$14.00	Out of Province: \$15.00
Dinner	\$25.00	

On your own accommodations \$50.00

Meals will be reimbursed at a great reasonable amount upon production of a receipt.

- (b) Addition of family care expenses incurred over and above normally incurred expenses may be claimed up to one hundred dollars (\$100.00) per day with preapproval from the Employee's manager.
- (c) Where an Employee 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 in accordance with Article 32.01(a).

32.02 As a result of functions performed by Employees, in the manner prescribed by the Employer they shall be reimbursed for expenses incurred while engaged in the representative capacity of their 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 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 their regular starting time,
- (b) when a meal is not provided and an Employee is directed to work through their lunch period,
- (c) when a meal is not provided and an Employee works through the dinner hour two hours beyond their scheduled seven (7) hour work day.

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 of fifty-two cents (\$0.52) per kilometer.

- 34.02 A Permanent Employee, other than Employees specified in Clause 34.03, who is required by their insurance company or insurance agent to be insured for business use of their 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, M.S.O.s, Sr M.S.O. Advisor, Organizer, Sr. Organizer Advisor, Senior Research Advisor, Senior Digital Strategies Advisor and Communications Department Coordinator

- (a) Effective February 1, 2019, except as provided elsewhere in this Agreement, the Employer agrees to pay a vehicle allowance of nine hundred dollars (\$900.00) 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 4.12 -Vehicle Insurance including spouse coverage to a maximum of three thousand dollars (\$3,000.00) 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 three thousand dollars (\$3,000.00) 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 they reside, real estate fees up to a maximum of seven percent (7%) of the selling price of their residence.
- (e) Where the Employee is required to sell the residence (also applies to a mobile home) in which they reside, 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 their 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 the AUPE Staff Pension Plan, or in the case where the Employee is not a member of the AUPE Staff Pension Plan, a Registered Retirement Savings Plan of the Employee's choice.

(b) The Employer shall pay any amounts in excess of the allowable contribution limit to either the AUPE Staff Pension Plan, or Registered Retirement Savings Plan as the case may be, to the Employee.

36.02 In addition to the other applicable deductions and remittances (including C.P.P.), the Employer shall deduct from the Employee's earnings and pay monthly into the AUPE Staff Pension Plan such Employee contributions are required under the AUPE Staff Pension Plan.

### 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 determined by the Employer in accordance with Employment Standards. 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 Step 1 rate of the classification as listed in Schedule "A" – Salaries and proceed to the next higher Step on February 1<sup>st</sup> of each year. Employees who commence at Step 1 of the classification as well as those who commence employment at a higher Step of the classification 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 Step on the grid for their new classification, which provides for at least a three (3) percent increase in salary.

37.05 Temporary Employees shall proceed to the next higher step once they have completed 1820 hours of work.

### 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 Permanent Part-Time Employees

(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 prorated 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.

(e) Article 29 Layoff

The provisions contained in Article 29, Layoff, Recall and Transfers shall apply to Part-Time Employees with the following amendments.

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 of an equivalent or lesser (FTE) position, 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 of an equivalent or less (FTE) position for which the Permanent Employee is qualified. Permanent Employees recalled shall receive the current rate for the Step in the salary range for the position to which they are recalled.

(f) 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 which retaining recall rights.

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 16.01 (a)(vii) & (viii) 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 and one-half (1 1/2) 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 three (3) months 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 hours system 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 hours system applies to all classifications except those listed in Clause 11.01(b).
- (a) Each Employee will work an additional one (1) hour per day until such time as five (5) hours are accumulated within one (1) biweekly pay period.  
Each Employee, will, in consultation with their out of scope Supervisor, determine the shift they will work. All shifts must contain core hours as outlined in Clauses 10.01 to 10.05 during which time the Employee must be at work. No more than 30 minutes shall be scheduled during a meal period.
  - (b) Flextime earned shall be taken at a mutually agreed upon time. If the Employee fails to take the flextime off within the ninety (90) days following the date that the flex time was earned, the Employer may schedule the flextime. If the flextime is not taken due to the direction of the Employer, an alternate date shall be scheduled.
  - (c) 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 All employees, except those listed in 11.01 (b) shall schedule their regular hours of work for a week subject to the requirements of this Article and is subject to the approval of the Employer. Such approval shall not be unreasonably denied.

ARTICLE 42

Workload

- 42.01 An Employee shall have the right to file a written complaint regarding their 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-seven (27) 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) 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-seven (27) weeks.

## ARTICLE 44

### Protocol for Employer Mergers

- 44.01 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:
- (a) 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.
  - (b) 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.
  - (c) 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.



- (d) 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.
- (e) 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.
- (f) 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.

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

#### ARTICLE 45

#### Health Benefits, Pension TOIL and Vacation for Temporary Employees Hired from the Membership of AUPE

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

- (a) 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.
- (b) 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.

- (c) 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.
- (d) The Parties agree that AUPE members hired as Temporary Employees will not be subject to Article 39.02(b), where their regular Employer agrees to continue to accrue vacation entitlements and bills AUPE for the same.

#### ARTICLE 46

##### PRECEPTOR PREMIUM PAY

- 46.01 Employees who are assigned by the employer additional duties to provide training/preceptorship to other employees:
- (a) hired or appointed in a temporary position pursuant to the Collective Agreement as defined by Article 3.01(f) (ii) 4 – AUPE
  - (b) 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.

#### ARTICLE 47

##### ADMINISTRATIVE TEAM LEAD PREMIUM PAY

- 47.01 Employees who are assigned by the employer in writing additional duties as the Administrative team Lead for Administrative Professionals and Clerks shall be paid a premium of two dollars (\$2.00) per hour in addition to the employee's regular salary (hourly rate) for the duration of the assignment.

IN WITNESS WHEREOF, the Parties hereto have signed this agreement this 30<sup>th</sup>  
day of June, 2021.

ON BEHALF OF ALBERTA UNION OF  
PROVINCIAL EMPLOYEES

ON BEHALF OF ALBERTA UNION OF  
LABOUR RELATIONS PROFESSIONALS

  
PRESIDENT

  
PRESIDENT

  
WITNESS

  
WITNESS

Schedule A Salaries

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Union Representative		\$109,847.92	\$113,245.28	\$116,747.71	\$120,358.46	\$123,969.22	\$127,688.29
2019	1%	\$110,946.40	\$114,377.73	\$117,915.19	\$121,562.04	\$125,208.91	\$128,965.17
2020	Wage Reopener						
2021	Wage Reopener						
MSO		\$81,024.27	\$83,530.18	\$86,113.59	\$88,776.89	\$91,440.20	\$94,183.41
2019	1%	\$81,834.51	\$84,365.48	\$86,974.73	\$89,664.66	\$92,354.60	\$95,125.24
2020	Wage Reopener						
2021	Wage Reopener						
Multi Media Tech		\$75,100.51	\$77,423.21	\$79,817.74	\$82,286.33	\$84,754.92	\$87,297.57
2019	1%	\$75,851.52	\$78,197.44	\$80,615.92	\$83,109.19	\$85,602.47	\$88,170.55
2020	Wage Reopener						
2021	Wage Reopener						
Communication Tech		\$75,100.51	\$77,423.21	\$79,817.74	\$82,286.33	\$84,754.92	\$87,297.57
2019	1%	\$75,851.52	\$78,197.44	\$80,615.92	\$83,109.19	\$85,602.47	\$88,170.55
2020	Wage Reopener						
2021	Wage Reopener						
Webmaster		\$75,100.51	\$77,423.21	\$79,817.74	\$82,286.33	\$84,754.92	\$87,297.57
2019	1%	\$75,851.52	\$78,197.44	\$80,615.92	\$83,109.19	\$85,602.47	\$88,170.55
2020	Wage Reopener						
2021	Wage Reopener						
Senior Comm. Advisor		\$101,280.35	\$104,412.73	\$107,641.99	\$110,971.12	\$114,300.25	\$117,729.26
2019	1%	\$102,293.15	\$105,456.86	\$108,718.41	\$112,080.83	\$115,443.25	\$118,906.55
2020	Wage Reopener						
2021	Wage Reopener						

			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Senior Res. Advisor			\$109,847.92	\$113,245.28	\$116,747.71	\$120,358.46	\$123,969.22	\$127,688.29
	2019	1%	\$110,946.40	\$114,377.73	\$117,915.19	\$121,562.04	\$125,208.91	\$128,965.17
	2020	Wage Reopener						
	2021	Wage Reopener						
Research Officer			\$102,791.10	\$105,970.21	\$109,247.64	\$112,626.43	\$116,005.23	\$119,485.38
	2019	1%	\$103,819.01	\$107,029.91	\$110,340.12	\$113,752.69	\$117,165.28	\$120,680.23
	2020	Wage Reopener						
	2021	Wage Reopener						
Research Tech			\$75,668.48	\$78,008.74	\$80,421.38	\$82,908.64	\$85,395.90	\$87,957.77
	2019	1%	\$76,425.16	\$78,788.83	\$81,225.59	\$83,737.73	\$86,249.86	\$88,837.35
	2020	Wage Reopener						
	2021	Wage Reopener						
Administrative Professional			\$58,859.88	\$60,680.29	\$62,557.00	\$64,491.75	\$66,426.50	\$68,419.30
	2019	1%	\$59,448.48	\$61,287.09	\$63,182.57	\$65,136.67	\$67,090.77	\$69,103.49
	2020	Wage Reopener						
	2021	Wage Reopener						
Central Records Clerk			\$63,948.75	\$65,926.54	\$67,965.51	\$70,067.53	\$72,169.56	\$74,334.65
	2019	1%	\$64,588.24	\$66,585.81	\$68,645.17	\$70,768.21	\$72,891.26	\$75,078.00
	2020	Wage Reopener						
	2021	Wage Reopener						
Senior Network Adm			\$78,855.54	\$81,294.37	\$83,808.63	\$86,400.65	\$88,992.67	\$91,662.45
	2019	1%	\$79,644.10	\$82,107.31	\$84,646.72	\$87,264.66	\$89,882.60	\$92,579.07
	2020	Wage Reopener						
	2021	Wage Reopener						

			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
PC Tech Help Desk			\$58,859.88	\$60,680.29	\$62,557.00	\$64,491.75	\$66,426.50	\$68,419.30
	2019	1%	\$59,448.48	\$61,287.09	\$63,182.57	\$65,136.67	\$67,090.77	\$69,103.49
	2020	Wage Reopener						
	2021	Wage Reopener						
Business Analyst			\$78,855.54	\$81,294.37	\$83,808.63	\$86,400.65	\$88,992.67	\$91,662.45
	2019	1%	\$79,644.10	\$82,107.31	\$84,646.72	\$87,264.66	\$89,882.60	\$92,579.07
	2020	Wage Reopener						
	2021	Wage Reopener						
Data Administrator			\$69,474.93	\$71,623.64	\$73,838.80	\$76,122.48	\$78,406.15	\$80,758.34
	2019	1%	\$70,169.68	\$72,339.88	\$74,577.19	\$76,883.70	\$79,190.21	\$81,565.92
	2020	Wage Reopener						
	2021	Wage Reopener						
Records Mang Clerk			\$58,859.88	\$60,680.29	\$62,557.00	\$64,491.75	\$66,426.50	\$68,419.30
	2019	1%	\$59,448.48	\$61,287.09	\$63,182.57	\$65,136.67	\$67,090.77	\$69,103.49
	2020	Wage Reopener						
	2021	Wage Reopener						
Accounting Clerk 1			\$58,859.88	\$60,680.29	\$62,557.00	\$64,491.75	\$66,426.50	\$68,419.30
	2019	1%	\$59,448.48	\$61,287.09	\$63,182.57	\$65,136.67	\$67,090.77	\$69,103.49
	2020	Wage Reopener						
	2021	Wage Reopener						
Accounting Clerk 2			\$63,948.75	\$65,926.54	\$67,965.51	\$70,067.53	\$72,169.56	\$74,334.65
	2019	1%	\$64,588.24	\$66,585.81	\$68,645.17	\$70,768.21	\$72,891.26	\$75,078.00
	2020	Wage Reopener						
	2021	Wage Reopener						

			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Buyer (Current Incumbent Only)			\$73,629.51	\$75,906.71	\$78,254.34	\$80,674.58	\$83,094.82	\$85,587.66
	2019	1%	\$74,365.81	\$76,665.78	\$79,036.88	\$81,481.33	\$83,925.77	\$86,443.54
	2020	Wage Reopener						
	2021	Wage Reopener						
Financial Rec. Exam.			\$63,948.75	\$65,926.54	\$67,965.51	\$70,067.53	\$72,169.56	\$74,334.65
	2019	1%	\$64,588.24	\$66,585.81	\$68,645.17	\$70,768.21	\$72,891.26	\$75,078.00
	2020	Wage Reopener						
	2021	Wage Reopener						
Clerk 1			\$52,081.35	\$53,692.11	\$55,352.69	\$57,064.63	\$58,776.57	\$60,539.87
	2019	1%	\$52,602.16	\$54,229.03	\$55,906.22	\$57,635.28	\$59,364.34	\$61,145.27
	2020	Wage Reopener						
	2021	Wage Reopener						
Clerk 2			\$56,375.08	\$58,118.64	\$59,916.13	\$61,769.20	\$63,622.28	\$65,530.95
	2019	1%	\$56,938.83	\$58,699.83	\$60,515.29	\$62,386.89	\$64,258.50	\$66,186.26
	2020	Wage Reopener						
	2021	Wage Reopener						
Clerk 3			\$58,859.88	\$60,680.29	\$62,557.00	\$64,491.75	\$66,426.50	\$68,419.30
	2019	1%	\$59,448.48	\$61,287.09	\$63,182.57	\$65,136.67	\$67,090.77	\$69,103.49
	2020	Wage Reopener						
	2021	Wage Reopener						
Building Main. Coord.			\$69,342.76	\$71,487.38	\$73,698.33	\$75,977.66	\$78,256.99	\$80,604.70
	2019	1%	\$70,036.19	\$72,202.25	\$74,435.31	\$76,737.44	\$79,039.56	\$81,410.75
	2020	Wage Reopener						
	2021	Wage Reopener						

			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Building Main. Custodian			\$64,973.90	\$66,983.40	\$69,055.06	\$71,190.78	\$73,326.50	\$75,526.30
	2019	1%	\$65,623.64	\$67,653.23	\$69,745.61	\$71,902.69	\$74,059.77	\$76,281.56
	2020	Wage Reopener						
	2021	Wage Reopener						
Custodian			\$45,493.09	\$46,900.09	\$48,350.61	\$49,845.99	\$51,341.37	\$52,881.61
	2019	1%	\$45,948.02	\$47,369.09	\$48,834.12	\$50,344.45	\$51,854.78	\$53,410.43
	2020	Wage Reopener						
	2021	Wage Reopener						
RC Agent			\$64,402.94	\$66,394.78	\$68,448.23	\$70,565.19	\$72,682.14	\$74,862.61
	2019	1%	\$65,046.97	\$67,058.73	\$69,132.71	\$71,270.84	\$73,408.96	\$75,611.24
	2020	Wage Reopener						
	2021	Wage Reopener						
RC Lead			\$69,945.95	\$72,109.23	\$74,339.41	\$76,638.57	\$78,937.72	\$81,305.86
	2019	1%	\$70,645.41	\$72,830.32	\$75,082.80	\$77,404.96	\$79,727.10	\$82,118.92
	2020	Wage Reopener						
	2021	Wage Reopener						
Senior Org. Advisor			\$101,280.35	\$104,412.73	\$107,641.99	\$110,971.12	\$114,300.25	\$117,729.26
	2019	1%	\$102,293.15	\$105,456.86	\$108,718.41	\$112,080.83	\$115,443.25	\$118,906.55
	2020	Wage Reopener						
	2021	Wage Reopener						
Organizer			\$81,024.27	\$83,530.18	\$86,113.59	\$88,776.89	\$91,440.20	\$94,183.41
	2019	1%	\$81,834.51	\$84,365.48	\$86,974.73	\$89,664.66	\$92,354.60	\$95,125.24
	2020	Wage Reopener						
	2021	Wage Reopener						



			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
ITS Administrator			\$64,402.94	\$66,394.78	\$68,448.23	\$70,565.19	\$72,682.14	\$74,862.61
	2019	1%	\$65,046.97	\$67,058.73	\$69,132.71	\$71,270.84	\$73,408.96	\$75,611.24
	2020	Wage Reopener						
	2021	Wage Reopener						
Senior MSO Advisor			\$101,280.35	\$104,412.73	\$107,641.99	\$110,971.12	\$114,300.25	\$117,729.26
	2019	1%	\$102,293.15	\$105,456.86	\$108,718.41	\$112,080.83	\$115,443.25	\$118,906.55
	2020	Wage Reopener						
	2021	Wage Reopener						
Comms Dept. Coordinator			\$109,847.92	\$113,245.28	\$116,747.71	\$120,358.46	\$123,969.22	\$127,688.29
	2019	1%	\$110,946.40	\$114,377.73	\$117,915.19	\$121,562.04	\$125,208.91	\$128,965.17
	2020	Wage Reopener						
	2021	Wage Reopener						
Senior Digital Strategies Advisor			\$109,847.92	\$113,245.28	\$116,747.71	\$120,358.46	\$123,969.22	\$127,688.29
	2019	1%	\$110,946.40	\$114,377.73	\$117,915.19	\$121,562.04	\$125,208.91	\$128,965.17
	2020	Wage Reopener						
	2021	Wage Reopener						
Communications Officer			\$102,791.10	\$105,970.21	\$109,247.64	\$112,626.43	\$116,005.23	\$119,485.38
	2019	1%	\$103,819.01	\$107,029.91	\$110,340.12	\$113,752.69	\$117,165.28	\$120,680.23
	2020	Wage Reopener						
	2021	Wage Reopener						
Education Tech			\$75,100.51	\$77,423.21	\$79,817.74	\$82,286.33	\$84,754.92	\$87,297.57
	2019	1%	\$75,851.52	\$78,197.44	\$80,615.92	\$83,109.19	\$85,602.47	\$88,170.55
	2020	Wage Reopener						
	2021	Wage Reopener						

			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Network Administrator			\$69,474.93	\$71,623.64	\$73,838.80	\$76,122.48	\$78,406.15	\$80,758.34
	2019	1%	\$70,169.68	\$72,339.88	\$74,577.19	\$76,883.70	\$79,190.21	\$81,565.92
	2020	Wage Reopener						
	2021	Wage Reopener						
IT Team Coordinator			\$89,712.60	\$92,403.98	\$95,176.10	\$98,031.38	\$100,972.32	\$104,001.49
	2019	1%	\$90,609.73	\$93,328.02	\$96,127.86	\$99,011.69	\$101,982.04	\$105,041.50
	2020	Wage Reopener						
	2021	Wage Reopener						
Senior Accounting Advisor			\$89,712.60	\$92,403.98	\$95,176.10	\$98,031.38	\$100,972.32	\$104,001.49
	2019	1%	\$90,609.73	\$93,328.02	\$96,127.86	\$99,011.69	\$101,982.04	\$105,041.50
	2020	Wage Reopener						
	2021	Wage Reopener						
Purchasing Agent			\$73,629.51	\$75,906.71	\$78,254.34	\$80,674.58	\$83,094.82	\$85,587.66
	2019	1%	\$74,365.81	\$76,665.78	\$79,036.88	\$81,481.33	\$83,925.77	\$86,443.54
	2020	Wage Reopener						
	2021	Wage Reopener						

Casual			\$19.56
	2019	1%	\$19.76
	2020	Wage Reopener	
	2021	Wage Reopener	

Employees employed on the date of ratification will be entitled to retroactivity from the effective date of each increase. Likewise, An Employee whose employment has terminated prior to the signing of this Collective Agreement is eligible to receive retroactively any increase in wages, which the Employee would have received but for the termination of employment, upon submission of a written application to the Employer during the period between the expiry of the preceding Collective Agreement and sixty (60) calendar days after the ratification of this Collective Agreement. Retroactivity will be paid no more than ninety (90) days after ratification.

The Parties shall commence negotiations to reach agreement on the wages payable in Year 2 and 3 of the Collective Agreement on no later than April 30, 2021. If the Parties have not been able to achieve agreement for the wage adjustment, by May 31, 2021, either Party may give written notice to the other Party of its desire to submit resolution of the wage adjustment to interest arbitration before a three-member panel comprised of a nominee of both Parties and a mutually acceptable chair.

LETTER OF UNDERSTANDING #1

RE: Union Representatives and MSOs - Full-Time Hours

Should the Employer close Peace River and/or Athabasca Satellite Office(s), the Employees may choose to voluntarily sever employment, or accept the provisions of Article 29 (Layoff, Recall and Transfers)



On behalf of Alberta Union of Provincial  
Employees

On behalf of Alberta Union of Labour  
Relations Professionals

LETTER OF UNDERSTANDING #2

RE: Potential Reduction in Hours of Work for Administrative Professional - Regional and Satellite Offices

During the life of this agreement, if the Employer reduces the hours of work for Administrative Professional's in Regional of 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

[Redacted Signature Area]

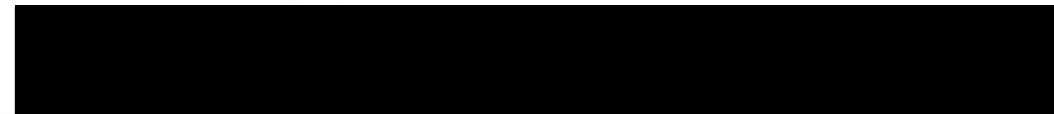
On behalf of Alberta Union of Provincial Employees

On behalf of Alberta Union of Labour Relations Professionals

LETTER OF UNDERSTANDING # 3

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 for dismissal for just cause or death.



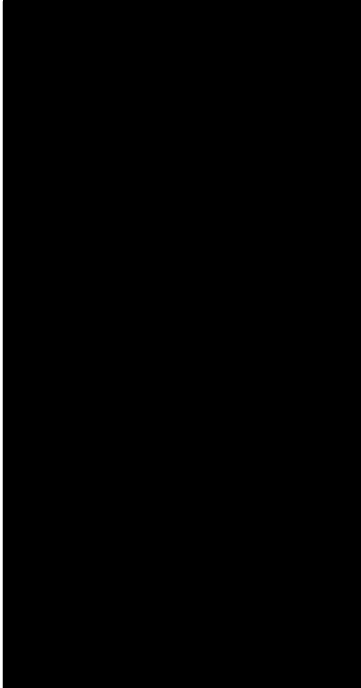
On behalf of Alberta Union of Provincial  
Employees

On behalf of Alberta Union of Labour  
Relations Professionals

Appendix "A"

Name

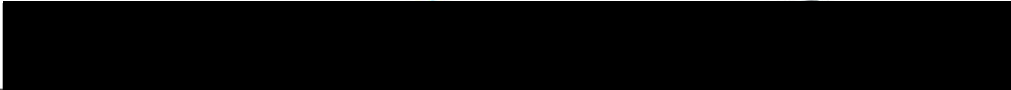
Severance Entitlement




LETTER OF UNDERSTANDING #4  
Re: 55<sup>th</sup> to 57<sup>th</sup> Parallel Retention Program

The Parties agree:

1. Permanent employees who are employed and reside in locations between the 55<sup>th</sup> and 57<sup>th</sup> 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 pro-rated 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 1<sup>st</sup> and January 31<sup>st</sup>
3. Employees must continue to be employed and reside between the 55<sup>th</sup> and 57<sup>th</sup> 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.

  
On behalf of Alberta Union of Provincial  
Employees

  
On behalf of Alberta Union of Labour  
Relations Professionals



Letter of Understanding #5

Re: AUPE Governance

The parties having had fulsome discussions during bargaining process agree that they will continue to discuss the issues around governance and delegation of authority in relation to their impact on the practice of labour relations.

The parties agree to meet within 90 days of the ratification of this agreement in order to establish a terms of reference for these meetings.



On behalf of Alberta Union of Provincial  
Employees

On behalf of Alberta Union of Labour  
Relations Professionals