



COLLECTIVE AGREEMENT

BETWEEN

ALBERTA INNOVATES

AND

**THE ALBERTA UNION
OF PROVINCIAL EMPLOYEES
LOCAL 060**

OCTOBER 1, 2020 – SEPTEMBER 30, 2024

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THIS AGREEMENT made this ____ day of _____ 202__.

BETWEEN:

Alberta Innovates
A Crown Corporation established with the enactment of Bill 11
Alberta Research and Innovation Amendment Act, 2016
(hereinafter called the "Employer")
of the first part

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
representing the members of
LOCAL 60 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES,
(hereinafter called "the Union")
of the second part

WHEREAS, the Public Service Employee Relations Act (hereinafter called the "Act"), applies to "Alberta Innovates" and Employees of "Alberta Innovates"; and

WHEREAS, the Union has the sole right to negotiate on behalf of Alberta Innovates' said Employees as defined by this Agreement; and

WHEREAS, the Parties are mutually desirous of entering into an Agreement as defined by the Act containing provisions with reference to rates of pay, hours of work and other terms or conditions of employment and providing a procedure for the consideration and settlement of differences.

NOW THEREFORE, the Parties hereto mutually agree as follows:

ARTICLE 1
INTERPRETATION

In this Agreement unless the context otherwise requires:

- 1.01 "Act" means the Public Service Employee Relations Act;
- 1.02 "Union" means the Alberta Union of Provincial Employees on behalf of Local 60 of the Alberta Union of Provincial Employees;
- 1.03 "The Employer" means Alberta Innovates;
- 1.04 "Local" means Local 60 of the Alberta Union of Provincial Employees;
- 1.05 "Member" means an Employee of Alberta Innovates who is a member of the Local;
- 1.06 "Employee" means a person employed by Alberta Innovates who is in the bargaining unit covered by this Collective Agreement and who is employed and compensated in one of the following categories:
- (i) "Regular Employees" are engaged in year round employment on a full-time or part-time basis, in an established position; at a step within a salary range as set out in Article 16 of this Agreement;
 - (ii) "Temporary Employees" are engaged on a full-time or part-time basis for a specified period of term of employment of not more than twenty-four (24) months duration and who occupies an established temporary position; at a step within a salary range as set out in Article 16 of this Agreement;
 - (iii) "Casual Employees" are Employees engaged on an irregular basis to perform designated responsibilities where such responsibilities do not exceed nine hundred (900) hours in a calendar year. A Casual Employee may be employed for an unspecified term of employment at a step within a salary range as set out in Article 16 of this Agreement;
- 1.07 "Full-time Employees" are Regular or Temporary Employees who normally work the full number of hours in a year;
- 1.08 "Part-time Employees" are Regular or Temporary Employees who work on a regular basis during only part of the normal work day or on less than the full number of work days in each week, month or year where the hours of work are not less than forty percent (40%) of that of a Full-time Employee.
- 1.09 A word used in the singular also applies in the plural;
- 1.10 "Work Day" means any day on which an employee is normally expected to be at their place of employment;

- 1.11 A "Union Steward" is defined as a Member who is selected by the Union to act on behalf of those employees as set out in the Collective Agreement;
- 1.12 A "Union Representative" is defined as the President of the Union or a Staff Member of the Union designated by the President, in writing, pursuant to the Union's Constitution to perform specific functions pertaining to the Collective Agreement;
- 1.13 "Consultation" is defined as the process of clearly communicating a tentative idea, allowing sufficient time for a response given the situation and considering the response before a final decision is made.
- 1.14 "Worksite" is defined as the primary operating locations for employees as established by the Employer.

**ARTICLE 2
APPLICATION**

- 2.01 Regular Employees shall be granted all the terms and conditions of this Agreement.
- 2.02 Part-time Regular Employees shall be granted all the terms and conditions of this Agreement on a pro-rata basis where applicable, except that the overtime provisions will become effective only when the full schedule of normal daily hours of work has been exceeded.
- 2.03 An Employee serving a probationary period shall be granted all the terms and conditions of this Agreement except recourse to Arbitration in case of dismissal.
- 2.04 "Temporary Employees" are Employees hired to fill a Temporary Position in accordance with Article 14.06.

(a) Rights of Temporary Employees

Temporary Employees who are employed for a period of continuous employment of up to twenty-four (24) months shall be entitled to all of the terms and conditions of this Agreement except for the provisions of the following Articles:

Article	10	Credit for Related Public Service
	26	Parental, Maternity and Terminal Care Leave
	28	Reservist Leave
	30	Separation Pay
	32.01(c)	Dental Plan
	32.01(d)	Long Term Disability
	35	Grievance Procedure, in the case of termination due to lack of work

(b) Temporary Employees will be eligible for 32.01(c) Dental Plan after completing twelve (12) months of continuous employment.

2.05

(a) Casual Employees shall be entitled to all of the terms and conditions of this Agreement except for the provisions of the following Articles:

Article	10	Credit for Related Public Service
	21	Acting Pay
	23	Vacation Leave
	24	Illness and Medical Leaves
	25	Bereavement Leave
	26	Parental, Maternity and Terminal Care Leave
	28	Reservist Leave
	30	Separation Pay
	32	Benefit Program (except that accidental death and dismemberment for occupational accident coverage shall apply)
	33	Workers' Compensation Supplement
	35	Grievance Procedure, in the case of termination due to lack of work

(b) Notwithstanding the above, Casual Employees shall be paid, in addition to their regular earnings, 5.2% of their regular earnings in lieu of Paid Holidays and 6% of regular earnings in lieu of Annual Vacation.

(c) A Casual Employee who is dismissed for disciplinary reasons shall have access to Level Two of the grievance procedure. The decision made shall be final and binding.

(d) (i) If it is known or anticipated at the time a Casual Employee is employed, or at some other time during the term of their employment, that they have exceeded 900 hours in the calendar year they will be considered Temporary employees for the remainder of their term of employment they be entitled to the same terms and conditions of employment as are applicable to Temporary Employees pursuant to Clause 2.04 (a).

(ii) Under no circumstances will a Casual Employee be terminated at the end of their casual term of employment and then re-employed in the same job for the purpose of maintaining their casual status.

2.06

Persons who are hired for a specific project that is funded by an organization other than the Employer, shall be included in the bargaining unit and covered by this Agreement pursuant to Clauses 2.04 and 2.05 as Temporary or Casual Employees, provided that their duties and responsibilities are sufficiently related to other positions in the bargaining unit, in which case they shall be paid according to such comparable-positions.

ARTICLE 3
BARGAINING AGENT

3.01 Union Recognition

The Employer recognizes the Union, on behalf of the Local, as the sole bargaining agent for all Employees covered by this Agreement as defined by the *Public Service Employee Relations Act* (PSERA), and the Certificate E114-2017.

3.02 No Employee Contracts

The Employer shall not enter into any separate Agreement(s) with an employee or group of employees covered by this Agreement that contravenes the terms or conditions of employment contained in this Agreement or the intent of this Agreement without the prior written approval of the Union.

3.03 No Discrimination

The Parties agree that there shall be no discrimination or coercion exercised or practiced with respect to any Employee for reason of membership, non-membership, participation or non-participation in legitimate activity in the Union.

3.04 Right to Appoint Stewards

(a) The Employer acknowledges the right of the Union to appoint Employees in the bargaining unit as Union Stewards and recognizes the Union Stewards as official representatives of the Union.

(b) The Union, shall determine the number of Union Stewards, having regard to the organization, and distribution of Employees at the work place.

3.05 Union Bulletin Board

The Employer will provide designated bulletin board space for the posting of Local and Union notices at appropriate locations on the Employer's premises accessible to Employees. Bulletin board locations will be determined jointly by the Employer and the Union and all bulletin board material shall be mutually approved by the Head of Human Resources and the Local Chair prior to posting.

3.06 Union Insignia

An Employee shall have the right to wear or display the recognized official insignia of the Union; however, no such insignia shall be displayed on the Employer's equipment or facilities.

3.07 Union Orientation

Within thirty (30) days of hire, Employees shall be given a Union orientation of not more than one-half (1/2) hour by the Union on the Employer's time.

ARTICLE 4
TERM OF AGREEMENT

4.01 This Agreement shall be effective from October 1, 2020 until September 30, 2024, and shall continue in force from year to year thereafter until a replacement Agreement is established under the Public Service Employee Relations Act. The date of execution shall be the beginning of the month following the date of ratification by the Parties. However, the regular rates of pay as outlined in Article 16, Salaries shall be effective October 1, 2020.

4.02 The Employer, during the life of this Collective Agreement, may, with the agreement of the Union:

- (a) alter rates of Employee compensation; or
- (b) alter any Employee entitlements or Employee rights

Upon such agreement, these changes shall become the rates, entitlement or Employee rights.

ARTICLE 5
MANAGEMENT RECOGNITION

5.01 All matters not specifically covered by the provisions of this Agreement will be dealt with at the sole discretion of the Employer.

5.02 The Union agrees that it is the exclusive function of the Employer to perform the functions of management, including, but not so as to restrict the generality, of the foregoing:

- (a) conduct its business in accordance with its commitments and responsibilities, including the right to maintain and improve order, discipline, standards and efficiency except as may be otherwise specifically provided for in this agreement;
- (b) to make, alter from time to time, and enforce reasonable rules of conduct and procedures to be observed by the employees which are published to employees in bulletin(s), or notice board(s) or by general distribution provided such rules are not in conflict with this agreement.
- (c) the Employer will maintain policies and procedures on its internal web site.

ARTICLE 6
UNION DUES

- 6.01 Each month the Employer shall deduct from the union members the amount of union dues set by the Union from time to time. Dues deductions shall commence with the first full pay period of employment. Dues shall be remitted to the Union within 5 days after each pay date. The remittance shall include the Employee's name and address, worksite location, employee number, starting date, grade, and amount of dues deducted; on a printed form or electronic format.
- 6.02 The Union shall advise the Employer, in writing, of any change in the amount of dues to be deducted at least thirty (30) calendar days prior to the effective date of the change.
- 6.03 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article.

ARTICLE 7
EMPLOYER - UNION RELATIONS

- 7.01 The Employer will grant Union Representatives access to its premises when negotiating, participating in committees with representatives of the Employer, Local meetings, or when investigating a grievance.
- 7.02 The Employer shall provide the Union with a list of Human Resources Staff with whom it may arrange Employee appointments for the purpose of investigating grievances. The Union agrees to provide the Employer with a list of Union Representatives and Union Stewards.
- 7.03 The Employer agrees that access to an Employee's Personnel Official Confidential File shall be provided to the Employee, upon request. An Employee may request a Union Representative or Union Steward to be present at the time of such examination. The personnel file being referred to in this Article is the file of the Employee maintained by Human Resources. Except as provided hereinafter, this file shall contain copies of all documentation pertaining to the Employee. The parties mutually agree that no information pertaining to interview records, reference checks, or confidential information related to a diagnosis or prognosis concerning either Employee eligibility for long term disability insurance or medical assessment of an Employee shall be contained in this file.
- 7.04 Upon forty-eight (48) hours notice being given to the Head of Human Resources, the Union may hold meetings on the Employer's premises provided that suitable space is available, at times outside of scheduled working hours.
- 7.05 In order to consider matters of mutual concern affecting the relationship of the Employer to its Employees, and to resolve such matters as cannot be settled by invoking the grievance procedure, there shall be a Union-Management Committee.

7.06 The Committee shall be composed of up to five (5) representatives for the Union one of whom may be a Union Representative and up to five (5) representatives of the Employer.

7.07 Either Party may request in writing a meeting of the Committee and arrangements for such a meeting will be made through the Head of Human Resources.

ARTICLE 8 ATTENDANCE

8.01 An Employee who is absent from duty without prior authorization shall communicate the reason for their absence to their supervisor, or senior official at their place of work within the time limits set out hereunder:

- (a) in the case of day workers, within thirty (30) minutes of normal starting time; or
- (b) in the case of shift workers, not less than two (2) hours prior to the commencement of the applicable shift.

8.02 An Employee on sick leave for an indefinite period or an Employee who wishes to return to duty prior to the expiry date of an authorized leave of absence, in either case and particularly where a temporary replacement Employee is filling their position, shall notify the Employer of their intention to return to duty at least five (5) full work days prior to the time the Employee wishes to report for duty.

8.03 Time limits, pursuant to Clause 8.01 and 8.02 shall be waived when it can be established that the Employee, for acceptable reasons, was unable to contact the Employer representative within the time limits specified.

8.04 An Employee is required to provide the Employer with ten (10) work day's prior written notice of resignation if they wish to resign in good standing.

8.05 An Employee who absents themselves from their employment and who has not informed the Employer shall after three (3) consecutive work days of such unauthorized absence be considered to have abandoned their position and will be deemed to have resigned, unless subsequently within twenty-one (21) calendar days it is established to the satisfaction of the Employer that serious extenuating circumstances beyond their control prevented them from reporting to their place of work.

ARTICLE 9
TIME OFF FOR UNION BUSINESS

9.01 Subject to Clause 9.04, time off, without loss of regular earnings, will be provided for the following:

- (a) Local representatives, for time spent in meeting with representatives of the Employer as provided in Clause 7.05.
- (b) An Employee and Union Steward for an authorized and reasonable period of time spent discussing or being interviewed on a disciplinary measure referenced in Article 34.
- (c) An Employee, for time spent discussing a complaint with a representative of the Employer, and a Union Steward and grievor for time spent in discussing grievances with a representative of the Employer as outlined in the Grievance Procedure.
- (d) An Employee, appointed by the Union to a Worksite Safety, Health and Environment Committee, for time spent representing the Union at such a committee in accordance with Clause 11.02.
- (e) For a Local Representative assisting a member with WCB and/or LTDI matters or appeals.
- (f) For the Local Chair on the following basis:
 - (i) The amount of time for the Local Chair shall be up to four (4) work days per month.

9.02 Subject to Clause 9.04, time off without pay, will be provided to members of the Local Negotiating Committee for time spent meeting with representatives of the Employer during formal negotiations for a new Collective Agreement and, for time spent at negotiation preparatory meetings. Such time off shall not be unreasonably denied.

9.03 Subject to Clause 9.04, time off without pay may be granted to:

- (a) Members selected as delegates to attend conventions, seminars and/or courses of the AUPE, and/or any affiliates.
- (b) A member elected to the Provincial Executive in order to attend meetings of the Provincial Executive and conventions of the Union.
- (c) A member of a Standing Committee of the Union, to attend meetings of the Committee.

9.04 In all of the foregoing provisions, time off will be granted except where disruption of work will arise as determined by the Employer. The Union shall provide the Employer Human Resources Office with a copy of the request for time off.

Employees shall provide a minimum of ten (10) work days notice when requesting time off under Clause 9.03.

- 9.05 To facilitate the administration of Clauses 9.02 and 9.03, the Employer will pay the Employee's regular salary and invoice the Union for the salary and benefits, or replacement costs if applicable, whichever is greater. The billing process shall be initiated by the Employee by submitting a time-off form from the Union during the month in which the absence occurs, and the Union shall submit the full payment as invoiced within thirty (30) days of receipt of the invoice.

ARTICLE 10

CREDIT FOR RELATED PUBLIC SERVICE

- 10.01 Subject to Article 2, when an Employee is hired by Alberta Innovates from employment in the Government of the Province of Alberta, its Boards, Agencies, or Commissions, where there is not a break in service of greater than one hundred (100) calendar days, such service from the last date of hire shall count towards entitlements in respect of annual vacation, sick leave, and entitlements to benefits.

ARTICLE 11

SAFETY AND HEALTH

- 11.01 **Safety, Health and Environment Program**

The Employer shall implement a comprehensive Safety, Health and Environment Program recognizing the *Occupational Health and Safety Act, Regulations and Code* as the minimum requirement for such a Program.

- 11.02 **Joint Work Site Health and Safety Committees**

The Employer and the Union shall establish Joint Work Site Health and Safety Committees, at designated worksites, recognizing the *Occupational Health and Safety Act* as the minimum requirement for such committees.

- 11.03 **Responsibilities**

Each Employee and the Employer shall take reasonable care for the protection of public and Employee health and safety in the execution of tasks, operation of equipment, and the storage or handling of materials and substances.

11.04 Worksite Accidents

An Employee shall immediately notify their supervisor when they have an accident at the worksite that results in an injury or has the potential of causing serious injury, and/or when they become aware of a health or safety concern. The supervisor shall notify Safety, Health and Environment immediately following the occurrence of a serious injury or an accident that had the potential of causing serious injury at the worksite.

11.05 Personal Protective Equipment and Clothing

Personal protective clothing and safety equipment shall be supplied by the Employer and worn by the Employee, as required by the *Occupational Health and Safety Act*, and in additional cases where the Employer determines that such garment and/or equipment are required. The items shall be cleaned and replaced by the Employer as appropriate.

11.06 Right to Refuse Dangerous Work

An Employee has the right to refuse work if they have reasonable grounds to believe that the performance of this work will endanger their health, safety or physical well-being, or may similarly endanger others.

When an Employee refuses work in accordance with clause 11.06:

- (a) They shall inform their supervisor and Union representative without delay;
- (b) They shall suffer no loss of pay during the period for which the work is refused as dangerous;
- (c) Until the situation is remedied, no other Employee may be assigned to use or operate the machine, apparatus, material or object, or be assigned to the part of the work which is the subject of the investigation, unless it is this person's duty to establish safe conditions;
- (d) Until the situation is remedied, the Employer may temporarily assign the Employee to another job providing that it is similar to their own, that the Employee does not suffer any loss of pay, and that such an assignment does not violate the provisions of the Collective Agreement.
- (e) As soon as the Employer is informed by the Employee, the Employer shall ensure that the necessary actions to remedy the situation giving rise to the refusal to work are conducted in a timely fashion; reasonable efforts should be undertaken to ensure any relevant actions shall include the employee and a Union representative.
- (f) **No Retaliation**
Neither disciplinary, nor discriminatory action shall be taken against an Employee for refusing work they believe to be dangerous.

ARTICLE 12
TERMS OF EMPLOYMENT

The Employer and the Union agree that:

- 12.01 Pay Schedules shall apply as set out in Article 16 of this Agreement.
- 12.02 Rates of pay and conditions of employment as provided herein shall not be changed after the effective date of this Agreement except by mutual agreement of the Parties.
- 12.03 Should the Employer find it necessary to create a new bargaining unit classification during the life of this 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.
- 12.04
- (a) When a new classification is created, the Employer may assign a pay grade and agrees to give written notice to the Union of the new classification and proposed pay grade for such classification within ten (10) working days.
 - (b) The Union may appeal the proposed pay grade by sending written notice to the Employer no later than ten (10) working days from the date of the Employer's notice.
 - (c) From the receipt of the Union's appeal, the Employer and the Union shall have ten (10) working days to mutually agree on a pay grade.

Should the Parties not be able to agree to a pay grade, the Union may refer the matter to Arbitration within ten (10) working days. Should the Union not refer the matter to Arbitration within the stated time limit, the final position of the Employer shall be implemented.
 - (d) The Employer and the Union may mutually agree to extend timelines.

ARTICLE 13
JOB EVALUATION

13.01 Access to Job Description

Upon request, the Employer will provide the Employee with a copy of their job description. Newly hired or promoted Employees will be provided with a copy of their job description upon commencement of the position.

13.02 Job Evaluation Form

The Employee may request a Job Evaluation Form from their Human Resources Business Partner at any time.

13.03 Initial Job Evaluation Review

- (a) An Employee who has reason to believe that they are improperly graded due to a substantial and permanent change in job duties, may notify in writing to the Manager, with a copy to the Human Resources Business Partner, that they intend to have their position and grade evaluated. A meeting between the Manager, Employee, and HR Business Partner will be scheduled no later than ten (10) business days upon receipt of the request and copy of the completed Job Evaluation Form.
- (b) The meeting shall be purposed with objectively reviewing the evaluation criteria to ensure the Job Evaluation Form is correctly filled out.
- (c) The Job Evaluation Form shall then be evaluated and graded by the Compensation Team. The outcome will be communicated, in writing, to the Employee no later than ten (10) business days from the initial meeting.

13.04 Reconsideration

If the Employee is not satisfied with the grading they shall, within ten (10) business days of receipt of the evaluation provide their concerns, in writing, to the Head of Human Resources. The Head of Human Resources shall review the grading and concerns and provide a response to the Employee with substantiation for the evaluation criteria within ten (10) business days.

13.05 Effective Date of Successful Evaluation

A successful evaluation review shall be effective from the first bi-weekly pay period following the receipt of the Job Evaluation Form submitted to the Manager and Human Resources in accordance with 13.03.

13.06 Appeal Process

- (a) If the Employee remains dissatisfied, they may apply for an appeal by submitting a request to the Vice President, Organizational Development, within fifteen (15) business days of receiving the written appeal result.
- (b) The Vice President, Organizational Development, shall respond within fifteen (15) business days of receipt of the appeal. The written response shall include substantiation for all evaluation criteria.

13.07 Arbitration

- (a) If the Employee remains dissatisfied, they may grieve the decision and submit to Level Three (Arbitration) of the grievance procedure (Article 35) within fifteen (15) business days of receipt of the evaluation appeal response.
- (b) Upon mutual agreement, the parties can choose a single arbitrator to adjudicate the job evaluation dispute.
- (c) The parties shall obtain agreement from the Arbitrator for a written decision to be rendered no later than twenty (20) business days following the hearing.
- (d) The decision of the Arbitrator shall be final.

13.08 Notwithstanding any of the foregoing, the Arbitrator/Arbitration Board may not create, delete, or alter position analysis specifications.

13.09 Time between Job Evaluations

The Employee may initiate another request for a job evaluation after six (6) months have elapsed from the date of the decision of the Arbitrator/Arbitration Board.

13.10 Timelines

The parties will make reasonable best efforts to adhere to the timelines outlined, but may mutually agree to an extension at any point within this process.

**ARTICLE 14
RECRUITMENT & SELECTION**

14.01 Process for Filling Vacancies

When the Employer intends to fill a vacant Regular, Temporary, or Casual position covered by the Collective Agreement, the Employer shall post job notices. Notices shall be posted electronically and made available to internal and external applicants. Notices will be posted internally for not less than ten (10) calendar days to encourage Employees interested in career growth and development to apply on available opportunities.

The notice shall contain the following information:

- a) location of the position;
- b) duties and responsibilities;
- c) qualifications and/or competencies required;

- d) employment status (Regular [Full-time/Part-time], Temporary, Casual);
- e) hours bi-weekly;
- f) classification, pay grade and salary;
- g) if temporary, the anticipated duration of such position.

14.02 All applications shall be made in writing in accordance with the Employer's recruitment and selection procedure.

14.03 **Assessment Criteria**

When filling vacancies, the determining factors to select the most suitable candidate shall be job related skills, training and education, knowledge, ability and related work experience. Employer job-related experience will also be considered when assessing internal candidates.

14.04 **Current Employees Prioritized**

The Employer shall consider qualified Employees prior to outside candidates.

14.05 **Promotional Formula**

Where an Employee is appointed to a position in a higher pay grade, the Employee shall be placed in the new pay grade at a salary greater than their current salary.

14.06 **Filling Temporary Positions:**

- (a) Temporary Positions are positions with a defined start and end date up to eighteen (18) months in duration and are created for the specific purpose of completing a project, managing seasonal workload, staffing new initiatives, or coverage for an Employee's Leave of Absence.
- (b) Temporary Positions may be extended with minimum thirty (30) days notice if the initial start and end date is insufficient to meet business requirements, or the Leave of Absence is extended. The Employer shall not extend a Temporary Position beyond twenty-four (24) months.
- (c) Regular Employees who apply for a Temporary Position will be assessed using the criteria in 14.03.
- (d) For the duration of a Temporary Position, a Regular Employee will maintain their Regular Position. They will revert to their Regular Position once the Temporary Position is ended.
- (e) Regular Employees encumbering a Temporary Position shall maintain their current wage, benefits and position except in cases where the Temporary Position is a higher classification. Regular Employees will receive a temporary wage adjustment for the duration of time filling a Temporary Position in a higher classification.

- (f) Temporary Employees hired to fill a Temporary Position shall be compensated within the position's classification range based on their experience and qualifications.
- (g) Temporary Employees will be entitled to all provisions outlined in Article 2.04.
- (h) If the Employer terminates a Temporary Employee prior to the end date of the Temporary Position, the Temporary Employee shall receive thirty (30) days notice or thirty (30) days pay in lieu of notice.
- (i) The Employer will not terminate a Temporary Employee at the end of their Temporary Position and re-employ them in the same Temporary Position for the purpose of maintaining their Temporary Employee status.

14.07 Conversion to Regular Status

Temporary Employees who are employed for a period of continuous employment in excess of twenty-four (24) months, shall be automatically converted to Regular Employee status and will receive all of the terms and conditions of this Agreement.

14.08 Early Conversion to Regular Status

When the Employer converts a Temporary Position to a Regular Position before the end date of the Temporary position, the Employer may deem the encumbered Temporary Employee as qualified and appoint them to the position without a job notice.

**ARTICLE 15
PROBATIONARY PERIOD**

15.01 All Employees filling bargaining unit positions shall be subject to an initial probationary period of a minimum six (6) months from the start date of their employment.

15.02 The Employer may extend the probationary period for up to three (3) months beyond the initial probationary period by discussing with and advising the Employee, in writing, of the reasons for the extension and providing suggestions for improving their suitability for continued appointment. Such written notice to extend a probationary period shall be provided to the employee not later than one (1) month prior to the conclusion of the initial probationary period.

15.03 An Employee may grieve an extension of the probationary period to the appropriate Vice President, and in the case of dismissal during or at the end of the probationary period may grieve to the CEO. The decision in each case shall be final and binding.

- 15.04 When a temporary Employee is appointed to a regular position with substantially the same duties, the probationary period may be waived or reduced to three (3) months.

ARTICLE 16

SALARIES

- 16.01 The rates of pay shall be as shown in Schedule A of this Article and are effective October 1, 2020.
- 16.02 Employees shall advance to the next step of the salary grid (Schedule A) on April 1st of each year of service.
- 16.03 Employees who have been employed for not less than six (6) months within the fiscal year shall advance to the next step in the salary grid.
- 16.04 Casual Employees may be employed at a rate not less than eighty (80%) percent of the minimum of Salary Range 1. A casual employee will receive an increase to their rate of pay upon completion of 1885 hours of work.

**SCHEDULE A
SALARY GRID**

Table 1: October 1, 2020 - January 1, 2023

	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5	7	7.5	8	8.5	9	10
1	\$ 34,726	\$ 35,280	\$ 35,784	\$ 36,288	\$ 36,824	\$ 37,428	\$ 38,094	\$ 38,852	\$ 39,744	\$ 40,720	\$ 40,820	\$ 40,920	\$ 41,520	\$ 42,144	\$ 42,768	\$ 43,432	\$ 44,136	\$ 44,880
2	\$ 37,372	\$ 37,936	\$ 38,520	\$ 39,144	\$ 39,808	\$ 40,512	\$ 41,264	\$ 42,072	\$ 42,936	\$ 43,872	\$ 44,880	\$ 44,980	\$ 45,680	\$ 46,304	\$ 46,928	\$ 47,600	\$ 48,312	\$ 49,064
3	\$ 40,068	\$ 40,644	\$ 41,240	\$ 41,872	\$ 42,544	\$ 43,256	\$ 44,016	\$ 44,832	\$ 45,704	\$ 46,640	\$ 47,640	\$ 47,740	\$ 48,440	\$ 49,064	\$ 49,688	\$ 50,360	\$ 51,080	\$ 51,840
4	\$ 42,816	\$ 43,408	\$ 44,032	\$ 44,696	\$ 45,400	\$ 46,144	\$ 46,936	\$ 47,776	\$ 48,672	\$ 49,632	\$ 50,664	\$ 50,764	\$ 51,464	\$ 52,088	\$ 52,712	\$ 53,384	\$ 54,104	\$ 54,864
5	\$ 45,624	\$ 46,236	\$ 46,880	\$ 47,568	\$ 48,296	\$ 49,072	\$ 49,896	\$ 50,768	\$ 51,688	\$ 52,656	\$ 53,672	\$ 53,772	\$ 54,472	\$ 55,096	\$ 55,720	\$ 56,392	\$ 57,112	\$ 57,872
6	\$ 48,492	\$ 49,128	\$ 49,800	\$ 50,512	\$ 51,264	\$ 52,056	\$ 52,896	\$ 53,784	\$ 54,720	\$ 55,704	\$ 56,744	\$ 56,844	\$ 57,444	\$ 58,068	\$ 58,692	\$ 59,364	\$ 60,084	\$ 60,844
7	\$ 51,420	\$ 52,076	\$ 52,768	\$ 53,504	\$ 54,280	\$ 55,096	\$ 55,960	\$ 56,872	\$ 57,832	\$ 58,840	\$ 59,896	\$ 59,996	\$ 60,596	\$ 61,220	\$ 61,844	\$ 62,516	\$ 63,236	\$ 63,996
8	\$ 54,408	\$ 55,084	\$ 55,792	\$ 56,544	\$ 57,344	\$ 58,192	\$ 59,088	\$ 60,032	\$ 61,032	\$ 62,088	\$ 63,192	\$ 63,292	\$ 63,792	\$ 64,416	\$ 65,040	\$ 65,712	\$ 66,432	\$ 67,192
9	\$ 57,456	\$ 58,152	\$ 58,888	\$ 59,672	\$ 60,504	\$ 61,384	\$ 62,312	\$ 63,296	\$ 64,336	\$ 65,432	\$ 66,584	\$ 66,684	\$ 67,184	\$ 67,808	\$ 68,432	\$ 69,104	\$ 69,824	\$ 70,584
10	\$ 60,564	\$ 61,280	\$ 62,032	\$ 62,832	\$ 63,680	\$ 64,576	\$ 65,520	\$ 66,520	\$ 67,576	\$ 68,688	\$ 69,856	\$ 69,956	\$ 70,456	\$ 71,080	\$ 71,704	\$ 72,376	\$ 73,096	\$ 73,856
11	\$ 63,732	\$ 64,468	\$ 65,240	\$ 66,056	\$ 66,916	\$ 67,824	\$ 68,784	\$ 69,796	\$ 70,864	\$ 71,984	\$ 73,156	\$ 73,256	\$ 73,756	\$ 74,380	\$ 75,004	\$ 75,676	\$ 76,396	\$ 77,156
12	\$ 66,960	\$ 67,716	\$ 68,504	\$ 69,336	\$ 70,216	\$ 71,144	\$ 72,120	\$ 73,152	\$ 74,240	\$ 75,384	\$ 76,584	\$ 76,684	\$ 77,184	\$ 77,808	\$ 78,432	\$ 79,104	\$ 79,824	\$ 80,584
13	\$ 70,248	\$ 71,024	\$ 71,832	\$ 72,680	\$ 73,576	\$ 74,520	\$ 75,520	\$ 76,576	\$ 77,688	\$ 78,856	\$ 80,080	\$ 80,180	\$ 80,680	\$ 81,304	\$ 81,928	\$ 82,600	\$ 83,320	\$ 84,080
14	\$ 73,596	\$ 74,392	\$ 75,224	\$ 76,096	\$ 77,016	\$ 77,984	\$ 79,000	\$ 80,072	\$ 81,200	\$ 82,384	\$ 83,624	\$ 83,724	\$ 84,224	\$ 84,848	\$ 85,472	\$ 86,144	\$ 86,864	\$ 87,624
15	\$ 77,004	\$ 77,820	\$ 78,672	\$ 79,560	\$ 80,496	\$ 81,480	\$ 82,520	\$ 83,616	\$ 84,768	\$ 85,976	\$ 87,240	\$ 87,340	\$ 87,840	\$ 88,464	\$ 89,088	\$ 89,760	\$ 90,480	\$ 91,240
16	\$ 80,472	\$ 81,308	\$ 82,184	\$ 83,104	\$ 84,064	\$ 85,072	\$ 86,128	\$ 87,240	\$ 88,408	\$ 89,632	\$ 90,912	\$ 91,212	\$ 91,712	\$ 92,336	\$ 92,960	\$ 93,632	\$ 94,352	\$ 95,112
17	\$ 84,000	\$ 84,856	\$ 85,752	\$ 86,688	\$ 87,664	\$ 88,680	\$ 89,736	\$ 90,840	\$ 91,992	\$ 93,152	\$ 94,320	\$ 94,620	\$ 95,120	\$ 95,744	\$ 96,368	\$ 97,040	\$ 97,760	\$ 98,520
18	\$ 87,584	\$ 88,460	\$ 89,376	\$ 90,336	\$ 91,344	\$ 92,392	\$ 93,480	\$ 94,608	\$ 95,776	\$ 96,984	\$ 98,232	\$ 98,532	\$ 99,032	\$ 99,656	\$ 100,280	\$ 100,952	\$ 101,672	\$ 102,432
19	\$ 91,224	\$ 92,120	\$ 93,056	\$ 94,032	\$ 95,048	\$ 96,104	\$ 97,200	\$ 98,336	\$ 99,512	\$ 100,728	\$ 101,984	\$ 102,284	\$ 102,784	\$ 103,408	\$ 104,032	\$ 104,704	\$ 105,424	\$ 106,184
20	\$ 94,920	\$ 95,836	\$ 96,792	\$ 97,784	\$ 98,816	\$ 99,896	\$ 101,016	\$ 102,176	\$ 103,376	\$ 104,616	\$ 105,896	\$ 106,296	\$ 106,796	\$ 107,420	\$ 108,044	\$ 108,716	\$ 109,436	\$ 102,196

Table 2: January 9, 2023 - June 30, 2023

SALARY RANGE STEPS (IN-RANGE MOVEMENT)									
	1	2	3	4	5	6	7	8	
SALARY RANGES (PAY GRADES)	1	\$ 36,808	\$ 38,004	\$ 39,239	\$ 40,514	\$ 41,831	\$ 43,191	\$ 44,595	\$ 46,044
	2	\$ 39,830	\$ 41,124	\$ 42,461	\$ 43,841	\$ 45,266	\$ 46,737	\$ 48,256	\$ 49,824
	3	\$ 43,072	\$ 44,472	\$ 45,917	\$ 47,409	\$ 48,950	\$ 50,541	\$ 52,184	\$ 53,880
	4	\$ 46,602	\$ 48,117	\$ 49,681	\$ 51,296	\$ 52,963	\$ 54,684	\$ 56,461	\$ 58,296
	5	\$ 50,430	\$ 52,069	\$ 53,761	\$ 55,508	\$ 57,312	\$ 59,175	\$ 61,098	\$ 63,084
	6	\$ 54,554	\$ 56,327	\$ 58,158	\$ 60,048	\$ 62,000	\$ 64,015	\$ 66,096	\$ 68,244
	7	\$ 58,986	\$ 60,903	\$ 62,882	\$ 64,926	\$ 67,036	\$ 69,215	\$ 71,465	\$ 73,788
	8	\$ 63,840	\$ 65,915	\$ 68,057	\$ 70,269	\$ 72,553	\$ 74,911	\$ 77,346	\$ 79,860
	9	\$ 69,022	\$ 71,265	\$ 73,581	\$ 75,972	\$ 78,441	\$ 80,990	\$ 83,622	\$ 86,340
	10	\$ 74,671	\$ 77,098	\$ 79,604	\$ 82,191	\$ 84,862	\$ 87,620	\$ 90,468	\$ 93,408
	11	\$ 80,774	\$ 83,399	\$ 86,109	\$ 88,908	\$ 91,797	\$ 94,780	\$ 97,860	\$ 101,040
	12	\$ 87,411	\$ 90,252	\$ 93,185	\$ 96,213	\$ 99,340	\$ 102,569	\$ 105,902	\$ 109,344
	13	\$ 94,518	\$ 97,590	\$ 100,762	\$ 104,037	\$ 107,418	\$ 110,909	\$ 114,514	\$ 118,236

Table 3: July 1, 2023 - February 29, 2024

SALARY RANGE STEPS (IN-RANGE MOVEMENT)									
	1	2	3	4	5	6	7	8	
SALARY RANGES (PAY GRADES)	1	\$ 37,268	\$ 38,479	\$ 39,729	\$ 41,020	\$ 42,354	\$ 43,731	\$ 45,152	\$ 46,620
	2	\$ 40,328	\$ 41,638	\$ 42,992	\$ 44,389	\$ 45,832	\$ 47,321	\$ 48,859	\$ 50,447
	3	\$ 43,610	\$ 45,028	\$ 46,491	\$ 48,002	\$ 49,562	\$ 51,173	\$ 52,836	\$ 54,554
	4	\$ 47,185	\$ 48,718	\$ 50,302	\$ 51,937	\$ 53,625	\$ 55,368	\$ 57,167	\$ 59,025
	5	\$ 51,060	\$ 52,720	\$ 54,433	\$ 56,202	\$ 58,028	\$ 59,915	\$ 61,862	\$ 63,873
	6	\$ 55,236	\$ 57,031	\$ 58,885	\$ 60,799	\$ 62,775	\$ 64,815	\$ 66,922	\$ 69,097
	7	\$ 59,723	\$ 61,664	\$ 63,668	\$ 65,738	\$ 67,874	\$ 70,080	\$ 72,358	\$ 74,710
	8	\$ 64,638	\$ 66,739	\$ 68,908	\$ 71,147	\$ 73,460	\$ 75,847	\$ 78,313	\$ 80,858
	9	\$ 69,885	\$ 72,156	\$ 74,501	\$ 76,922	\$ 79,422	\$ 82,002	\$ 84,667	\$ 87,419
	10	\$ 75,604	\$ 78,062	\$ 80,599	\$ 83,218	\$ 85,923	\$ 88,715	\$ 91,599	\$ 94,576
	11	\$ 81,784	\$ 84,441	\$ 87,185	\$ 90,019	\$ 92,944	\$ 95,965	\$ 99,083	\$ 102,303
	12	\$ 88,504	\$ 91,380	\$ 94,350	\$ 97,416	\$ 100,582	\$ 103,851	\$ 107,226	\$ 110,711
	13	\$ 95,699	\$ 98,810	\$ 102,022	\$ 105,337	\$ 108,761	\$ 112,295	\$ 115,945	\$ 119,714

Notes: This table increases each step of Table 2 by 1.25%.

Table 4: March 1, 2024 - September 30, 2024

		SALARY RANGE STEPS (IN-RANGE MOVEMENT)							
		1	2	3	4	5	6	7	8
SALARY RANGES (PAY GRADES)	1	\$ 37,827	\$ 39,056	\$ 40,325	\$ 41,635	\$ 42,989	\$ 44,387	\$ 45,829	\$ 47,319
	2	\$ 40,933	\$ 42,263	\$ 43,637	\$ 45,055	\$ 46,519	\$ 48,031	\$ 49,592	\$ 51,204
	3	\$ 44,264	\$ 45,703	\$ 47,188	\$ 48,722	\$ 50,305	\$ 51,941	\$ 53,629	\$ 55,372
	4	\$ 47,893	\$ 49,449	\$ 51,057	\$ 52,716	\$ 54,429	\$ 56,199	\$ 58,025	\$ 59,910
	5	\$ 51,826	\$ 53,511	\$ 55,249	\$ 57,045	\$ 58,898	\$ 60,814	\$ 62,790	\$ 64,831
	6	\$ 56,065	\$ 57,886	\$ 59,768	\$ 61,711	\$ 63,717	\$ 65,787	\$ 67,926	\$ 70,133
	7	\$ 60,619	\$ 62,589	\$ 64,623	\$ 66,724	\$ 68,892	\$ 71,131	\$ 73,443	\$ 75,831
	8	\$ 65,608	\$ 67,740	\$ 69,942	\$ 72,214	\$ 74,562	\$ 76,985	\$ 79,488	\$ 82,071
	9	\$ 70,933	\$ 73,238	\$ 75,619	\$ 78,076	\$ 80,613	\$ 83,232	\$ 85,937	\$ 88,730
	10	\$ 76,738	\$ 79,233	\$ 81,808	\$ 84,466	\$ 87,212	\$ 90,046	\$ 92,973	\$ 95,995
	11	\$ 83,011	\$ 85,708	\$ 88,493	\$ 91,369	\$ 94,338	\$ 97,404	\$ 100,569	\$ 103,838
	12	\$ 89,832	\$ 92,751	\$ 95,765	\$ 98,877	\$ 102,091	\$ 105,409	\$ 108,834	\$ 112,372
	13	\$ 97,134	\$ 100,292	\$ 103,552	\$ 106,917	\$ 110,392	\$ 113,979	\$ 117,684	\$ 121,510

Notes: This table increases each step of Table 3 by 1.5%.

ARTICLE 17
HOURS OF WORK

- 17.01 Employees are required to be on duty between the hours of 8:15 a.m. and 4:30 p.m., unless otherwise stipulated by the Employer.
- 17.02 As determined by the Employer, the provisions of Clause 17.01 may be altered to comply with field operation requirements or to accommodate other special situations. The Union shall be given prior notification of such alterations.
- 17.03 An Employee who requests, and who as a result of such a request, is pre-authorized to work daily or weekly hours in excess of their normal requirement, shall be compensated for extra hours worked at straight time (1) rates. It is not the intent of this Clause to deny normal overtime rights to an employee.
- 17.04 The total number of hours in a normal work week shall be thirty-six and one-quarter (36 1/4) hours or the equivalent on a monthly, field assignment, or annual basis.
- (a) One (1) fifteen (15) minute rest period with pay shall be provided in each half of the work day.
 - (b) Each Employee shall be provided an unpaid lunch period of not more than sixty (60) minutes at approximately the midpoint of any work period.
 - (c) Shift schedules shall be posted at least seven (7) calendar days in advance.
 - (d) Employees working in the field shall receive as much notice as possible of field assignments schedules. The Employer will make a reasonable attempt to provide a minimum of twenty-four (24) hours' notice for a field assignment.
- 17.05 Employees shall not be required to work split shifts involving a break between work periods longer than the specified meal period.
- 17.06 The regular work week in the offices and laboratories shall consist of five (5) consecutive work days in any seven (7) calendar day period. In field assignments, the work week may vary but, in all cases Employees engaged in field assignments will earn two (2) days of rest for each five (5) days worked to be taken at a time mutually acceptable to the Employee and the Employer.
- 17.07 The Employer in consultation with the Local is prepared to implement a flex-time system or a compressed work week system of hours of work, providing:
- (a) operational requirements and service to the public permit the installation of such system;
 - (b) adequate lead time is given before the program is implemented;
 - (c) individual Employees who do not wish to participate in the program may continue to work regular hours;

- (d) a flex-time or compressed work week system shall not alter any benefit contained in this Agreement so that there shall be no loss or gain in Employee entitlements;
- (e) upon request, the Employer will provide the Local a report of Employees participating in flex-time arrangements.

17.08 When the Employer considers that the modified system does not meet operational requirements, a return to regular hours shall be effected. The Employer shall provide advance notice of one (1) month of the change to the Employees involved.

ARTICLE 18

OVERTIME

18.01 An Employee may be required to work hours beyond regularly scheduled hours to overcome unexpected workloads and to meet extraordinary situations. Such overtime shall be pre-authorized by the Manager or their designate.

18.02 Where overtime is controlled on a daily basis, an Employee authorized to work in excess of their normal hours of work shall be compensated at time and one half times (1.5X) their regular hourly salary for the first two (2) hours worked in excess of their regular daily hours and at double (2) their regular hourly salary for hours worked in excess of those first two (2) hours.

18.03 Where overtime is controlled on other than a daily basis, an Employee authorized to work in excess of their normal hours of work shall be compensated as follows:

- (a) for the purpose of computing overtime pay, each field assignment shall be treated as a separate entity;
- (b) except as qualified by paragraph (d), below, all authorized hours actually worked during each day of the period under consideration shall be recorded and the Employee shall be credited with:
 - (i) one (1) hour for each hour worked to the end of the normal work day of seven and one-quarter (7 1/4) hours;
 - (ii) one and one-half (1-1/2) times their regular rate of pay for each hour worked during the first two (2) hours in excess of their normal daily hours of work and two (2) times their regular rate of pay thereafter; and
 - (iii) any portion of an hour worked shall be recorded and the Employee credited in the same ratio as listed in either (i) or (ii), above, as applicable.
- (c) where an Employee works less than the normal seven and one-quarter (7-1/4) hours on any day, the number of hours actually worked shall be entered on their time record;

(d) overtime calculations, where applicable, shall be made at the conclusion of each period as set out in paragraph (a) above. The Employee shall be paid at their normal salary rate for each hour standing to their credit, as computed in accordance with paragraph (b) and (c), above. Overtime compensation, if any, in each of the periods referred to in paragraph (a) above, shall be calculated from the commencement date of the applicable period or from the date of signing of this Agreement, whichever is later, and shall be paid as soon as possible following calculation and authorization.

18.04 When a regular employee is required to report and reports to work on the employee's day of rest, the employee is entitled to:

(a) A minimum of two (2) hours pay at the applicable overtime rate of pay, in accordance with Article 18.02.

(b) If the total time worked exceeds two (2) hours, the actual time spent working shall be compensated in accordance with Article 18.02.

18.05 For the purposes of this Article, authorized travel on Employer business shall be considered working hours and when authorized outside of normal working hours, or on a paid holiday, overtime rates of this Article 18 and of Clause 22.06 of this Agreement shall apply, except that an Employee shall not be compensated for travel spent proceeding to and from their usual place of work and residence.

18.06 An Employee may request overtime pay or time off in lieu for hours worked at the time overtime is authorized. Overtime pay or compensatory time off shall be calculated to the nearest quarter (1/4) hour and shall not be allowed twice for the same hours.

18.07 Overtime payment shall be calculated from the annual salary rate in effect at the time overtime is worked regardless of any subsequent retroactive change in that rate.

18.08 Time off accumulated as a result of overtime worked shall be taken at a mutually agreeable time within six months of the end of the pay period in which it is earned. All outstanding balances will be paid out after the six (6) month period expires.

18.09 Employees who attend training courses authorized by the Employer and who are required to be in attendance in excess of normal working hours shall be compensated for the overtime hours at one and one half times (1.5X) their regular hourly salary.

ARTICLE 19

SHIFT DIFFERENTIAL AND WEEKEND PREMIUM

- 19.01 All Employees filling positions covered by this Agreement who, because of operational requirements, are assigned to a shift as defined in Clause 19.02 shall receive the following shift premium in addition to their regular pay:
- (a) Two dollars and twenty-five cents (\$2.25) per hour shall be paid to Employees working shifts whereby the majority of hours in such shift fall within the period of 4:00 p.m. and 8:00 a.m.
- 19.02 For the purpose of this Article, a shift refers to the daily equivalent of the normal hours of work as set out in Clause 17.03. An Employee who works less than the daily equivalent of the normal hours of work shall be paid shift differential if they work a minimum of four (4) hours within the period of 4:00 p.m. and 8:00 a.m.
- 19.03 An Employee who works Saturdays or Sundays as part of their regularly scheduled work week shall receive a weekend premium of two dollars and twenty-five cents (\$2.25) for each hour worked from midnight Friday to midnight Sunday. The weekend premium shall not be paid to an Employee who is not regularly scheduled to work weekends and receives overtime compensation for working Saturday or Sunday as a day of rest.
- 19.04 At no time shall shift differential or weekend premium be included with the Employee's regular rate of pay for purposes of computing overtime payments, other premium payments, or any Employee benefits. Shift differential shall not be paid on any hours for which an Employee receives overtime compensation.

ARTICLE 20

CALL BACK/STANDBY PAY

- 20.01 Subject to Clause 20.02, an Employee called back to duty shall be compensated at the overtime rate for the time spent on the job and for the time spent travelling directly to and from work. If the total time involved in the call back, including travelling time, is less than two (2) hours, the Employee shall be compensated for a period of two (2) hours.
- 20.02 An Employee called back to work shall be entitled to reimbursement pursuant to the terms of Article 18.
- 20.03 When an Employee is designated to be immediately available to return to work during a period outside of their regularly scheduled hours of work, they shall be paid the amount of one-half (1/2) hour's pay at their regular rate for each four (4) hours on standby or major portion thereof.
- 20.04 An Employee required to stand by while operations are temporarily suspended shall be paid at their regular salary rate until the end of the shift in which the shutdown takes place or until operations are resumed, whichever occurs first.

20.05 When an Employee, is on standby, they shall be available by Employer provided cellular phone and capable to return to work. If the Employee is unable to report for work when requested, no compensation shall be granted for the total standby period.

20.06 Employees who are formally designated by the Employer to receive urgent telephone calls at their home outside of their regularly scheduled hours of work, shall be compensated at one and one half (1-1/2) times their regular salary or the equivalent time in lieu, except that calls lasting less than fifteen (15) minutes shall be compensated at fifteen (15) minutes. Two or more calls received within the same fifteen (15) or thirty (30) minute period shall be considered to be single telephone call. Compensation does not apply in circumstances that lead to a return to the worksite; in this case the provisions of Article 20.01 shall apply.

ARTICLE 21

ACTING PAY

21.01 To be eligible for acting pay an Employee shall be designated in writing by the Manager to perform the principal or substantial duties of a higher level position for a minimum period of five (5) consecutive work days, during which time they may also be required to perform some of the duties of their regular position.

21.02 Where an Employee qualifies in an acting position, they shall receive the greater of five (5%) percent of their current salary in addition to their regular salary, or the minimum salary of the higher level position.

21.03 Only one (1) Employee may receive acting pay as a result of any one Employee's absence.

ARTICLE 22

PAID HOLIDAYS

22.01 Employees shall be entitled to one day's paid leave for each of the following holidays:

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

and on any other day duly observed as a provincial or national holiday.

- 22.02 The additional December Floater shall be observed as a float to provide 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.
- 22.03 When a day designated as a holiday under Clause 22.01, above, falls during either an Employee's work week, an Employee's regularly scheduled day of rest, or on an Employee's vacation leave, and the Employee is not required to work, the Employee shall be granted holiday leave on the day observed as the holiday.
- 22.04 Notwithstanding Clause 22.03, above, an Employee engaged in a continuous operation whose regular day off falls on an observed holiday shall receive another day off in lieu at their regular rate of pay.
- 22.05 An Employee may be granted time off to attend a community sponsored parade.
- 22.06 Employees who are required to work on a day observed as a paid holiday shall receive their regular salary plus compensation at time and one half (1-1/2) for all hours worked. This compensation may be a cash payment or time in lieu of pay. If compensable time off in lieu is approved the time shall be taken at a mutually agreeable time within the next forty-four (44) work days except that this time limit may be extended up to twelve (12) months, otherwise payment shall be made at the end of the twelve (12) months.

December Closure

- 22.07 It is understood that December Closure will result in closure of the Employer's offices and non-essential operations as outlined below:
- (a) when Christmas Day falls on a Sunday, the December Closure will occur on December 29 and 30;
 - (b) when Christmas Day falls on a Monday, the December Closure will occur on December 28 and 29;
 - (c) when Christmas Day falls on a Tuesday, the December Closure will occur on December 27, 28 and 31;
 - (d) when Christmas Day falls on a Wednesday, the December Closure will occur on December 30 and 31;
 - (e) when Christmas Day falls on a Thursday, Friday or Saturday, the December Closure will occur on December 29, 30 and 31.

22.08 December 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 22.07.

22.09 When an Employee is required to work on one of the paid days off listed in Clause 22.07, 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.

**ARTICLE 23
VACATION LEAVE**

23.01 The Employer and the Employee shall make every effort to ensure that annual vacation leave earned during a particular calendar year is taken during the following calendar year.

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

23.03 Vacation entitlements are based on the Employee's anniversary date.

23.04 Annual entitlement will be based on years of service in accordance with Article 23.05 and will be accrued in hours on each pay.

23.05 Employee vacation entitlement is inclusive of five (5) days or 36.25 hours of flex credits which may be converted, in part or in full, to vacation days or funding for the Health Spending Account and Personal Spending Account (Article 33.05 Benefit Program). The allocation of flex credits will occur at the start of each new benefit year and will comply with Canada Revenue Agency guidelines and regulations.

Vacation entitlements are:

Years of Service	Vacation Entitlement	Flex Credit Entitlement	Total Entitlement
Service less than 1 full year will be prorated based on hire date, and the employee may be eligible to flex up to a maximum of 5 days.			
Greater than one (1) year of service	10 days or 72.5 hours	5 days or 36.25 hours	15 days or 108.75 hours
Greater than eight (8) years of service but less than sixteen (16) years	10 days or 72.5 hours	10 days or 72.5 hours	20 days or 145.0 hours
Greater than sixteen (16) years of service but less than twenty-five (25) years	15 days or 108.75 hours	10 days or 72.5 hours	25 days or 181.25 hours
Greater than twenty-five (25) years of service	20 days or 145.0 hours	10 days or 72.5 hours	30 days or 217.5 hours

- 23.06 Where special conditions have prevented an Employee from taking vacation leave during the normal period of time, the Employee may carry over up to five (5) days entitlement and with Manager approval to be used within six (6) months of the following fiscal year.
- 23.07 Notwithstanding the other provisions of this Article, an Employee may be authorized to take vacation leave which has been earned at a specified time within the year in which it is earned, and the vacation leave to be taken by the Employee in the following year shall be correspondingly reduced.
- 23.08 Vacation leave entitlements are not earned during periods of leave without pay or illness leave exceeding one (1) month.
- 23.09 Upon the termination of the service of an Employee, they shall be entitled to receive pay in lieu of vacation leave earned but not taken.

ARTICLE 24 ILLNESS AND MEDICAL LEAVES

- 24.01 Regular and Temporary employees are eligible to access illness leave benefits as set out below.

Short Term Illness and Medical Leave

- 24.02 Short Term Illness Leave means the authorized leave with pay of an employee who is unable to fulfill their duties because of:
- (a) An illness which causes the employee to be absent from duty for up to three (3) consecutive work days
 - (b) The employee is providing the necessary support or care to an immediate family member who is unable to care for themselves. Immediate family shall include; spouse (including common-law), son, daughter, parents, or other people for whom the employee is the legal guardian.
 - (c) Their required attendance at a medical appointment scheduled with a recognized health care provider (for instance but not limited to dentist, chiropractor, general or specialist physician, etc.) whether the appointment is for the employee or an immediate family member in the care of the employee. Such appointments:
 - must be scheduled to least interfere with the normal work day where possible,
 - are, within reason authorized in advance by the employee's Manager or designate,
 - (d) Such travel as may be necessary to attend to medical appointments which is considered coincidental and a part of the time authorized to attend such appointments.

24.03 An employee shall be credited with a maximum of seventy-two and one-half (72.5) hours of Short Term Illness Leave in January of each calendar year. Where the period of employment is less than 12 months in the first calendar year, the credit for Short Term Illness shall be prorated.

General Illness Leave

24.04 "General Illness Leave" means any illness, non-compensable injury, or quarantine restriction which causes an Employee to be absent from duty for a period of more than three (3) consecutive work days to a maximum of eighty (80) consecutive work days or the number of hours of work equivalent to eighty (80) work days.

"Medical certificate" means a certificate stating the duration of an Employee's illness; forecast for a return to the workplace; and if a return is anticipated, description of any restrictions affecting workplace duties, and a forecast for the improvement and removal of those restrictions, made on the letterhead of the attending doctor;

"Year of employment" means any consecutive twelve (12) months commencing from the date of employment with the Employer;

24.05 Provided an Employee is not absent from work due to general illness, an Employee at the commencement of each year of employment shall be entitled to General Illness Leave at the specified rates of pay in accordance with the schedule set out below.

<u>Service Requirement</u>	<u>% of Normal Salary</u>	<u>% of Normal Salary</u>
in 1st month of employment	0% for first 10 days	70% next 70 work days
1st year after 1st month	100% first 10 work days	70% next 70 work days
2nd year	100% first 20 work days	70% next 60 work days
3rd year	100% first 30 work days	70% next 50 work days
4th year	100% first 40 work days	70% next 40 work days
5th year	100% first 55 work days	70% next 25 work days
6th and subsequent years	100% first 70 work days	70% next 10 work days

24.06 Where an Employee returns to active normal hours of work after a period of general illness and provided the Employee has not taken any General Illness Leave during the first thirty (30) consecutive work days following the date of return to active normal hours or work, the employee will have:

- (i) General Illness Leave entitlements reinstated pursuant to Clause 24.02 when the Employee returns to work in the next year of employment; or,
- (ii) any General Illness Leave days used for which normal salary was paid at the rate of 100% or 70% reinstated for future use at the rate of 70% of normal salary, within the same year of employment.

The parties agree that the reinstatement of general Illness leave benefits under 24.06 (ii) are intended to provide leave for a future general illness. It is not intended to provide longer General Illness Leave for a condition that is subject to Clause 32.01 (d) Long Term Disability.

24.07 Absences due to general illness or disability in excess of eighty (80) consecutive work days or its equivalent shall be subject to Clause 32.01(d).

24.08 General Illness Leave benefits shall not apply if the absence is due to an injury while in the employ of another Employer or if the absence is due to an intentional self-inflicted injury.

24.09 When a day designated as a Paid Holiday under Article 22 falls within a period of illness it shall be debited as a day of illness not a Paid Holiday.

24.10 Reporting General Illness, Return to Work and Medical Certificates applicable to General Illness Leave:

(a) Any illness causing the absence of an Employee from duty must be reported to their supervisor as soon as possible and in any case within the first thirty (30) minutes of their absence, unless it is established to the satisfaction of the Employer that extenuating circumstances prevented them from reporting to their supervisor.

(b) The Health Office must be notified by the fourth (4th) consecutive day of absence for any illness that requires the Employee to be absent for more than three (3) work days.

(c) In the instance of an application for General Illness Leave Benefits, an Employee is required to provide a medical certificate as defined in 24.04 and it must be submitted to the Health Office as quickly as possible, but not later than ten (10) days from the start of the General Illness Leave or within such longer period as the Head of Human Resources may specify.

(d) If an Employee is medically approved to extend their General Illness Leave, they are required to provide supporting medical documentation.

(e) Prior to returning to work following General Illness Leave, an Employee must report to and provide the Health Office with satisfactory medical evidence of their fitness to return to work.

24.11 The Employer may require that an Employee be examined by an Independent Medical Examiner:

(a) where there is indication of apparent misuse of illness leave; or,

(b) in cases of inconsistencies between two or more medical assessments; or,

(c) where there is uncertainty related to the accommodation of limitations or restrictions in relation to the Employee's job duties.

The Union and the Employer shall mutually agree on the selection of the Independent Medical Examiner.

The report of the Independent Medical Examiner shall contain conclusions and recommendations relating to any limitation or restrictions concerning the Employee's ability to perform the duties of their position and the medical information leading to those conclusions.

- 24.12 The Parties agree that general Illness benefits are intended for the sole and only purpose of protecting the Employee from loss of income when the Employee is truly ill.

ARTICLE 25

BEREAVEMENT LEAVE

- 25.01 An Employee is entitled up to 36.25 hours (5 days) of bereavement leave with pay annually in the event of the death of the Employee's spouse (including common-law spouse), or any of the following relations of an Employee or spouse (including common-law spouse), parents, guardian, parents-in-law, grandparent, grandchild, son, daughter, brother, sister, step family, aunt, uncle, niece, nephew, or the husband or wife of any of them or relationship akin to a family member.

ARTICLE 26

PARENTAL, MATERNITY AND COMPASSIONATE CARE LEAVE

- 26.01 (a) An Employee who has completed ninety (90) days of continuous service shall be granted leave of absence without pay for parental leave, in accordance with Employment Standards legislation, immediately following the birth or receiving of the child. If a non-birthing and birthing parent both take parental leave the maximum parental leave is subject to Alberta Employment Standards maximum.
- (b) A pregnant employee shall be granted an additional maternity leave up to sixteen (16) weeks, which can begin up to thirteen (13) weeks before the anticipated birth of the child. The Employee is required to apply for these leaves as early as possible
- (c) Where an employee is required to absent themselves from a regularly scheduled day of work to attend the birth of their child or the receiving of the child, shall be granted an authorized leave with pay for up to one (1) work day.
- 26.02 The Employee shall return to their former position or be placed in a comparable position at the same salary and benefits, if they provide at least four (4) weeks written notice of their intention to return to work.

- 26.03 An Employee may continue to participate in the Employer's insurance plans by paying the premium costs.
- 26.04 The Employee may return to work soon after delivery if they submit a medical certificate indicating that resumption of their full duties will not endanger their health.
- 26.05 A pregnant Employee who presents medical evidence that continued employment in their present position may be hazardous to themselves or to the unborn child, may request a transfer to a more suitable position. Where no suitable position is available, the Employee may request maternity leave, which may result in an absence from work in excess of twelve (12) months.
- 26.06 An Employee may qualify for a Supplemental Unemployment Insurance Benefit (S.U.B.). The Employee must submit to the Employer proof of receipt of Employment Insurance maternity or parental leave benefits in order to receive the S.U.B. payments. The period of leave shall be administered in accordance with Alberta Employment Standards. An Employee who is eligible for the S.U.B. plan shall not be eligible for illness leave benefits pursuant to Article 24.
- 26.07 Notwithstanding the date initially selected for the start of maternity leave, if the Employee subsequently indicates in writing that they are no longer able to carry out their full duties, the Employer may, by notice in writing to the Employee, require that they proceed on maternity leave.

Compassionate Care Leave

- 26.08 An Employee with a qualified relative in the end stage of life shall be entitled to a leave of absence without pay in accordance with Employment Standards legislation. The Employee may continue to participate in the Employer's insurance plans by paying the premium costs for the period of the leave. Qualified relative means a person in a relationship to the Employee for whom the Employee would be eligible for the compassionate care benefits under Employment Insurance legislation.

Domestic Leave

- 26.09 An Employee who requires time off for Domestic and/or Sexual Violence Leave shall be granted up to ten (10) days off without pay for one or more of the following purposes:
- (i) to seek medical attention for the Employee or the Employee's child in respect of a physical or psychological injury or disability caused by the violence.
 - (ii) to obtain services for the Employee or the Employee's child in respect of the violence from a victim services organization, domestic violence shelter, rape crisis centre, sexual assault centre or other social services program or community agency.
 - (iii) to obtain psychological or other professional counselling for the Employee or the Employee's child in respect of the violence.
 - (iv) to relocate temporarily or permanently for the purpose of making future violence against the Employee or the Employee's child less likely.

- (v) to seek legal or law enforcement assistance for the Employee or the Employee's child, including preparing for or participating in any civil, criminal or administrative proceeding related to or resulting from the violence.

**ARTICLE 27
COURT LEAVE**

- 27.01 When an Employee is summoned to appear in court as a witness, or is required to serve as a juror under the *Jury Act*, they shall be allowed leave with pay, but any monies received by the Employee shall be paid to the Employer.

**ARTICLE 28
RESERVIST LEAVE**

- 28.01 The Employer may grant leave to an Employee:
- (a) where, during a civil or national emergency their services are required, the Employee volunteers, or they are conscripted, for the duration of the emergency;
 - (b) where they volunteer for reservist training, special training or special duty;
 - (c) to attend annual training or summer camp
- 28.02 When reservist leave has been granted, and the Employee produces a letter from the Department of National Defense indicating the amount paid to the Employee, the Employee shall receive their regular Alberta Innovates pay less the amount paid by the Department of National Defense.
- 28.03 Where reservist leave is granted, an Employee shall not be required to forfeit any of their vacation entitlements. However, where reservist leave is not granted, this Article does not preclude the Employee from using vacation leave for the purpose of attending reservist training.

**ARTICLE 29
PARKING**

- 29.01 An Employee employed at an Alberta Innovates facility which is not serviced by public transportation shall not be charged a fee for an unreserved parking space.
- 29.02 The Employer agrees to provide the Union and the Employee with six (6) months notice of its intentions, if any, to charge a fee for unreserved parking spaces.

**ARTICLE 30
SEPARATION PAY**

- 30.01 The Employer will make a reasonable effort to effect reductions in the workforce through attrition prior to and during the position abolishment process.
- 30.02 In the event that a regular Employee's position is abolished, the Employer will make a reasonable effort to find the affected Employee suitable alternate employment with the Employer, subject to the Employer's needs and the qualifications and experience of the Employee. The Union will be given notice at the same time as the Employee affected.
- 30.03 Regular Employees with at least one (1) year of continuous service with the Employer from the last date of hire, who occupy positions slated for abolishment, shall be granted severance pay in accordance with the schedule listed below. Severance pay shall be based on full years of continuous employment and shall be paid at the Employee's current rate of pay:

<u>Years of Employment</u>	<u>Weeks of Pay</u>
1	14.5
2	16
3	17.5
4	19
5	20.5
6	22
7	25
8	28
9	31
10	34
11	37
12	40
13	43
14	46
15	49
16	52

- 30.04 In addition, the Employee shall receive a transition allowance in the amount of four thousand (\$4,000.00) dollars.
- 30.05 The provisions of Clauses 30.03 and 30.04 shall not apply when a regular Employee has been offered alternative employment in a classified position, bearing a comparable salary range applicable to the abolished position, within the Government of the Province of Alberta or a Board as defined in this Agreement.
- 30.06 The Employee may elect, in writing, to continue to receive their regular salary and benefits and for a maximum of three months (13 weeks), in which case the period of time will be deducted from the Employee's total entitlement.

ARTICLE 31
RESPECT IN THE WORKPLACE

- 31.01 There shall be no discrimination, harassment, bullying, violence, restriction or coercion exercised or practiced in respect of any Employee by either party by reason of age, race, colour, creed, national origin, political or religious belief, gender, gender identity, gender expression, sexual orientation, marital status, physical or mental disability, nor by reason of membership or non-membership or activity in the Union nor in respect of an Employee's or Employer's exercising any right conferred under this Collective Agreement or any law of Canada or Alberta.
- 31.02 The Union and the Employer agree to respect and dignity in the workplace, support a policy of zero tolerance for violence in the workplace.
- 31.03 An Employee who has a complaint of discrimination or harassment has a responsibility to document the incident and advise the offender that their actions are unwanted and improper. If the Employee is uncomfortable or feels intimidated about confronting the offender, the Employee shall refer to the Employer's policy and procedures and contact the appropriate party.
- 31.04 If an Employee submits a complaint of discrimination or harassment the Employer shall conduct an investigation in accordance with the Employer's policy and Employees are required to cooperate with the investigation. All complaints will be dealt with promptly and in a confidential manner.
- 31.05 If the investigation determines that discrimination or harassment has occurred, the Employer may impose disciplinary action, up to and including discharge.
- 31.06 The Employer will not tolerate any form of retaliation against an employee who, in good faith, makes a complaint of discrimination or harassment. If an Employee acts in bad faith in making a complaint of discrimination or harassment, disciplinary action, up to and including discharge, may be imposed by the Employer against such Employee.
- 31.07 The Employer will advise the Union of any amendments or changes to the Employer's Respectful Workplace policies and procedures, and where practical, consult with the Union prior to making such amendments or changes.
- 31.08 Nothing in this Article prevents Employees who believe they are being harassed or discriminated against from filing a complaint under the *Alberta Human Rights Act* or a grievance under Article 35.

ARTICLE 32
BENEFIT PROGRAM

- 32.01 Subject to Article 2, the Employer shall offer a comprehensive group benefit program containing the following plans:
- (a) Life Insurance Plan
 - (i) Basic Life in an amount of \$75,000
 - (ii) Optional Life in an amount of \$250,000
 - (iii) Dependent Life covering spouse and children
 - (iv) Optional Spousal Life
 - (b) Accident Insurance Plan
 - (i) Basic Accident in an amount of \$75,000
 - (ii) Optional Accident in an amount of \$300,000
 - (iii) Dependent Accident covering spouse and children
 - (c) Dental Insurance Plan
 - (i) Basic Dental
 - (ii) Optional Dental
 - (d) Long Term Disability Plan
 - (e) Extended Health
 - (i) Vision Care
- 32.02 The specific details of the benefit plans shall be comprehensive. The plans shall be subject to annual consultation by the Employer and the Union.
- 32.03 A Benefits Review Committee representing the Employer and Local-representation may be established to consult on the benefit plans as per Clauses 32.01, 32.02 and 32.04.
- 32.04 The Employer shall pay the total premium costs for the Basic Life, Basic Accident, Basic Dental and Extended Health plans. All other benefit premiums shall be paid in full by the Employee.
- 32.05 The Employer shall establish an annual Health Spending Account and Personal Spending Account for each Employee. Effective April 1, 2019, the employer will provide each employee Flex Dollars in the amount of \$930.00 (prorated for part time employees at \$790.00) to be allocated at the Employee's discretion between the Health Spending Account, Personal Spending Account and Voluntary Savings Plan with Employer Group Provider.

- 32.06 Employees who do not participate in the Extended Health and/or Dental plans will receive additional funding in their Health Care Expense Accounts at the rate of \$25/month in lieu of extended health and \$25/month in lieu of dental insurance.
- 32.07 An Employee who becomes ill and requires medical attention and/or hospitalization when traveling on Employer business outside of Canada shall be reimbursed on production of receipts for such charges that are in excess of the reimbursement allowed by the Alberta Health Care plan.
- 32.08 The Employer shall provide general liability insurance coverage for all Employees covered by this Agreement while engaged in the scope of their regular duties.
- 32.09 The Employer shall retain the full amount of any premium reduction or rebate allowable on employment insurance by the Employment Insurance Commission which is granted as a result of the benefits covering Employees to which this Collective Agreement applies.
- 32.10 The premium reduction or rebate shall be recognized as the Employee's contribution towards the benefits provided.

ARTICLE 33

WORKERS' COMPENSATION SUPPLEMENT

- 33.01 If an Employee sustains an injury in the course of their duties with the Employer which causes them to be absent from work and as a result is eligible to receive Workers' Compensation, the Employee shall be paid their regular full salary for up to eighty (80) consecutive work days.
- 33.02 If the Employee has not returned to work due to injury before the eighty (80) work day period has expired, they shall then be paid according to the rate prescribed by the Workers' Compensation Act and shall be paid any benefit to which the Employee might be entitled under the provisions of the Long Term Disability Plan.
- 33.03 The eligibility period specified in Clause 33.01 shall not apply in the event of a reoccurrence of a disability due to previously claimed injury, payable under this supplement, unless the Employee has not used the total eligibility period in which case the unexpended period of eligibility may be applied.
- 33.04 When a day designated as a paid holiday or an alternate day off in lieu under Article 22 falls within a period of time an Employee is eligible to receive Workers' Compensation supplement, it shall be counted as a day of workers' compensation supplement, and under no circumstances shall an Employee receive any additional entitlement in respect of that day.
- 33.05 An Employee who is injured on the job during working hours and who is required to leave the job site for treatment, or is sent home as a result of such accident or injury, shall not suffer loss of pay for that day's work, regardless of the time of injury. That day shall not be deducted from the eligibility period specified in Clause 33.01.

ARTICLE 34
DISCIPLINARY ACTION

34.01 Employee Rights During Disciplinary Investigation

- (a) An Employee who participates in an investigation, meeting or interview that could reasonably lead to disciplinary action has a right to union representation. The Employee shall be notified of their right to Union Representation, the purpose of the meeting, and the time and place of the interview. Reasonable advance notice no less than twenty-four (24) hours will be provided to the Employee unless otherwise mutually agreed upon.
- (b) All evidence the Employer intends to rely upon to support a disciplinary action must be provided to the Employee.

34.02 Employee Removal from Workplace

In the event the Employer determines that an Employee participating in an investigation needs to be removed from the workplace, the Employee will be placed on Leave with Pay and kept whole throughout the investigation period.

34.03 Burden of Proof

In the case of discipline and dismissal the burden of proof shall rest with the Employer.

34.04 Disciplinary Documentation

When an Employee has been given a written reprimand, suspension, disciplinary demotion or is dismissed from employment, such document shall include the reasons for such action. The Employee will be provided with a copy of all documentation pertaining to the Employee's conduct or performance which is placed on the Employee's personal file.

34.05 Employee Files

Disciplinary documents shall be deemed to not be a part of an Employees file after twenty-four (24) months of continuous service from the date of the disciplinary action providing:

- i. The Employee's file does not contain any further record of disciplinary action during that twenty-four (24) month period; and
- ii. The disciplinary action is not the subject of an unresolved grievance.

ARTICLE 35
GRIEVANCE PROCEDURE

- 35.01 A grievance is a complaint regarding:
- (a) Unjust treatment or discrimination;
 - (b) Unfair working conditions;
 - (c) Any disciplinary action involving financial penalty; or the application, interpretation or any alleged violation of this Agreement.

Grievance on (a) and (b) above can be processed through Levels One and Two and grievance on (c) above can be referred to Arbitration. The alleged grievance must be dealt with progressively without stoppage of work or refusal to perform work, through the steps described below.

- 35.02 As soon as the Employee becomes aware of the incident, they shall meet with their supervisor to discuss the matter with a view to resolving it. If the matter is not settled, the Employee may initiate the grievance procedure within ten (10) working days of this meeting.

- 35.03 Level One: If no settlement is reached in Clause 35.02, the Employee shall report the complaint to a Union Steward. If, in the opinion of the Union Steward, the grievance is reasonable, a written grievance form will be completed and signed by the Employee and copies submitted to the Manager and the Head of Human Resources within ten (10) working days from the date of the meeting provided for in Clause 35.02. The Union Steward and/or Union Representative and the Employee shall discuss the grievance in a meeting with the immediate supervisor, the Manager, and a Human Resources Representative. The Manger shall communicate a decision in writing to the Union and grievor within ten (10) working days of the meeting referred to in this clause.

- 35.04 Level Two: If no settlement is reached at Level One, a meeting shall be arranged between the Division Vice President, a Union Steward and/or Union Representative, an Alberta Innovates Human Resources Representative and the Employee concerned within ten (10) working days of the meeting provided for in Clause 35.03. The Division Vice President shall communicate a decision in writing to the Union and grievor within ten (10) working days of the meeting referred to in this clause.

- 35.05 Level Three: If settlement is not reached through the foregoing procedure, the grievance may be referred to Arbitration as provided for in the Act. Where either party requests that a grievance be submitted to Arbitration, the request shall be submitted to the other Party in writing, within ten (10) working days from the date the Division Vice President's response was received by the Union and grievor.

- 35.06 An Employee, other than an Employee serving a probationary period, who has been dismissed or suspended, may initiate a grievance within ten (10) work days at Level Three of the grievance procedure.

35.07 Timelines

- (a) The time limits set out in grievance procedures may be extended by mutual agreement between the parties.
- (b) 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.

35.08 Policy Grievances

- (a) The Employer and the Union shall meet as provided for under Level Two 35.04. If unresolved, the grievance may be referred to Arbitration as provided for in the Act.
- (b) A "Policy Grievance" is defined as one which involves a question relating to the interpretation, application or administration of this Agreement.
- (c) Policy Grievances will be signed by the AUPE President and/or designate, or in the case of an Employer's Policy Grievance, by the Employer or their representative.
- (d) The Party initiating the grievance must do so within twenty-one (21) days of the date upon which the subject of the grievance occurred or within twenty-one (21) days of the date upon which the grieved party first became aware of the subject of the grievance. A copy of the policy grievance shall be forwarded by receipted mail to the other party.
- (e) Either Party may request an extension to the time limits to file a policy grievance provided the request is made in writing within twenty-one (21) days specified above.

ARTICLE 36

TRAVEL EXPENSES

36.01 Employees required to travel on Alberta Innovates business will be reimbursed for mileage, meals and lodging at rates established by Alberta Innovates policy.

36.02 Employees may be required to use transportation supplied by the Employer.

ARTICLE 37
TEMPORARY WORKSITE CHANGE

- 37.01 To meet business requirements, an Employee may be required to temporarily change their worksite for up to four (4) months.
- 37.02 Prior to requiring a temporary worksite change, the Employer shall consider individual circumstances or concerns raised by the Employee.
- 37.03 Temporary worksite change may occur within one hundred fifty (150) km of the Employee's primary work location. The Employee will be provided with a minimum of one (1) week's notice of the temporary worksite change.
- 37.04 **Restriction on Use of Personal Vehicle**
- Reasonable best efforts will be made by the Employee to use a company vehicle to travel to the temporary worksite. If there is no company vehicle available, the Employee is required to notify their supervisor and the Employee shall be permitted to use their personal vehicle.
- 37.05 **Compensation for Travel**
- (a) Travel time shall be done on the Employee's own time outside of scheduled work hours. Travel time between the primary work location to the temporary work location will be compensated at the Employee's regular rate of pay for actual travel time based on fifteen (15) minute increments up to a maximum of one (1) hour in each direction per day.
- (b) When using a personal vehicle, the Employee shall also be compensated for the distance between the primary work location and the temporary worksite location in each direction per day as per the Expense Claim procedure. Any additional personal vehicle insurance required will not be compensated.
- 37.06 Meal allowance and per diem shall not be compensated during the temporary worksite arrangement.
- 37.07 If an extension of the temporary worksite change is required, the extension must be mutually agreed upon between the Employee and the Employer.

ARTICLE 38
MAILING NOTICES

38.01 Any notice required to be given shall be personally delivered or sent by receipted courier addressed in the case of Alberta Innovates to:

The CEO
Alberta Innovates
250 Karl Clark Road
Edmonton, Alberta T6N 1E4

And in the case of the Union to:

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

38.02 The date of service or notice under this agreement shall be deemed to be the date of receipt of this notice.

Letter of Understanding #1

Contracting Out

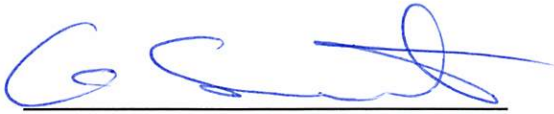
The Union and the Employer agree that the Employer will not contract out services that will result in the loss of existing Permanent Bargaining Unit positions without meaningful consultation and discussion with the Union. Both Parties will engage in consultation and discussion with intention of examining potential alternatives inclusive of, but not limited to, retraining and redeployment opportunities.

The Union shall be provided at least sixty (60) days' notice prior to when the final decision is required. Lesser notice may be provided when demonstrably urgent issues rapidly emerge.

The Employer agrees that it will disclose to the Union the nature of and rationale for the initiative, scope and potential impacts on Employees and any anticipated timeframe for the initiative.

The application of the processes in this Letter of Understanding are subject to the Grievance Procedures in Article 35. The outcome of the process in this Letter of Understanding is not subject to the Grievance Procedure.

Signed at Edmonton this 22nd day of December, 2022



President
Alberta Union of Provincial Employees



Chief Executive Officer
Alberta Innovates

Letter of Understanding #2

Workload

The Union and the Employer are committed to promoting collaborative discussions about workload. Employees are encouraged to regularly discuss the manageability of their workloads with their direct supervisors.

An individual's workload may be impacted by numerous factors, which may include seasonality, surge periods, staff shortage, and increased demands. Fluctuations in workload are normal and acceptable as long as they do not become excessive.

The Workload Review Process is intended to address excessive work assigned by the Employer. The definition of excessive workload is "systemic and unmanageable workloads that span extended periods of at least thirty (30) days".

The Workload Review Process is not intended to prevent the Employer from addressing performance management issues.

The Workload Review Process is intended to be a collaborative process involving both the Employee and Employer in finding ways to improve processes, create efficiencies, and assess resources available to respond to workload issues.

The following process has been established to support open, transparent, and expedient discussions about workload:

- Step 1: Where an Employee or group of Employees are concerned their workloads are excessive as per the definition, the Employee shall request a meeting with their Project Manager, Manager, and Director to discuss. All parties will make reasonable best efforts to arrange a meeting to address the concerns identified as quickly as possible.
- Step 2: The Employee(s), Direct Manager, and Director will jointly meet to discuss the workload issues identified. At the meeting, the Employee(s) must provide:
- (i) a detailed description of the workload management issues being experienced, and
 - (ii) potential options to solve the workload management issue(s) under discussion.
 - (iii) Any option that involves another Employee(s) will include that Employee and their Manager in the discussion.
- Step 3: In the meeting, the Employee(s), Direct Manager, and Director will jointly discuss options presented, and identify alternative options if needed. Solutions will be evaluated taking into account all relevant factors such as resource allocation, competing deadlines, client requests, and other business needs to arrive at a viable approach to solve the workload management issues. The final decision will rest with the Director, taking into account all options presented.

Step 4: The outcome of the meeting from step 3 will be communicated in writing. The meeting outcomes will be discussed at team meetings, and the effectiveness of proposed actions will be monitored.

Step 5: If the course of action taken in Steps 1-4 does not resolve the issue, or the Employer fails to meet with the Employee(s), the Employee or group of Employees can seek recourse with HR.

A representative of the Union may assist an Employee or group of Employees during the Workload Review Process.

The application of the processes in this Letter of Understanding are subject to the Grievance Procedure in Article 35. The outcome of the Workload Review Process is not subject to the Grievance Procedure set out in Article 35.

Signed at Edmonton this 22ND day of December, 2022



President
Alberta Union of Provincial Employees



Chief Executive Officer
Alberta Innovates

Letter of Understanding #3

Exclusions from the Bargaining Unit

Whereas the Union is not in agreement with the exclusion of a position from the Bargaining Unit, the Parties agree to the following process:

Step 1: The Union shall identify the position(s) and notify the Employer, in writing, with the details and rationale outlining why the position should be included in the Bargaining Unit.

Step 2: The Employer shall review the position scope and responsibilities in accordance with the exclusion criteria and shall respond to the Union within sixty (60) days, outlining the findings and supporting rationale for exclusion from the Bargaining Unit.

If the findings determine that the position should be included in the Bargaining Unit, the affected Employee(s) will be notified in writing with a minimum of thirty (30) days' notice of intent to move the position in scope.

Step 3: If consensus cannot be reached with respect to the determination of the exclusion of any specific persons or positions, the dispute will be submitted for determination to the Alberta Labour Relations Board (ALRB).

This letter of understanding will expire September 30, 2024 unless the Parties agree to an extension or inclusion in a subsequent collective agreement.

Signed at Edmonton this 22nd day of December, 2022



President
Alberta Union of Provincial Employees



Chief Executive Officer
Alberta Innovates

Letter of Understanding #4

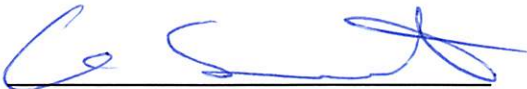
Article 30 – Separation Pay

If during the term of this Collective Agreement, the Employer determines that it is necessary to implement general reductions in the workforce that would affect Union members, the Employer will notify the Union of this potential at least forty-eight (48) hours prior to its implementation. Over the course of these forty-eight (48) hours, the Employer will consult the Union on the extent and scope of the workforce reductions. For clarity, the final decision regarding all details of the workforce reduction will remain at the sole discretion of the Employer acting in accordance with the Collective Agreement.

In the event that a regular Employee's position is abolished as part of a general workforce reduction, the Employer will provide sixty (60) calendar days' notice to the Employee or pay in lieu.

This letter of understanding will expire April 30, 2024.

Signed at Edmonton this 22nd day of December, 2022



President
Alberta Union of Provincial Employees



Chief Executive Officer
Alberta Innovates

IN WITNESS WHEREOF the Parties hereto have caused these presents to be executed by their duly authorized officers in that behalf the day and year first written below.

DATED AT EDMONTON, ALBERTA THIS 22nd DAY OF December 2022.

Alberta Innovates



Alberta Union of Provincial Employees

