



Collective Agreement

- between –

Alberta Pensions Services Corporation

- and –

**The Alberta Union of Provincial Employees
Local 118 Chapter 013**

Effective January 1, 2021 to March 31, 2024

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COLLECTIVE AGREEMENT made this 16th day of June 2022.

BETWEEN

ALBERTA PENSIONS SERVICES CORPORATION

(hereinafter referred to as the "Employer")

OF THE FIRST PART

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

(hereinafter referred to as the "Union")

OF THE SECOND PART

PREAMBLE

WHEREAS the primary purpose of the Employer is to provide pension administration services to members and pensioners on behalf of the trustees of the pensions plans in a manner consistent with its mission, vision and values, and;

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

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSETH:

Article 1
Definitions

1.1 In this Agreement, unless the context otherwise requires:

- (a) "Employee" means a person employed by the Employer who is in the bargaining unit covered by this Agreement and who is employed in one of the following categories:
 - (i) "Permanent Employees" means Employees who are employed in permanent positions.
 - (ii) "Term Employees" means Employees who are employed in term positions. A Term Employees' employment terminates at the conclusion of the Employees' current term position assignment.
 - (iii) "Casual Employees" means Employees employed on an on-call or irregularly scheduled basis; or who are hired to replace Permanent or Term Employees who are absent from work for any reason; or who are hired for a position expected to last less than three (3) months.
- (b) "Permanent position" means a position designated by the Employer as continuing to meet ongoing operational requirements. Permanent positions may be Full-time or Part-time.
- (c) "Term position" means a position designated by the Employer as a project, replacement or term-certain position for specified reasons, having a set expiry date.
 - (i) A project or other term-certain position shall be at least three (3) months in duration and not more than eighteen (18) months. These positions may be Full-time or Part-time. The Employer may terminate the Term Position at any time providing fourteen (14) days written notice to the Employee. The status of a Term Employee who works more than eighteen (18) consecutive months on a project or term certain position will be changed to that of a Permanent Employee. A one-time extension may be mutually agreed upon between the Union and the Employer for a project overrun. If a Permanent Employee is assigned to a project or term-certain position, they retain their permanent status and right to return to their permanent position at the end of the term assignment.
 - (ii) A replacement position shall be at least three (3) months in duration and not more than eighteen (18) months. These positions may be Full-time or Part-time. The Employer may terminate the Term Position at any time providing fourteen (14) days written notice to the Employee. Replacement positions may be extended by mutual agreement between the Union and the Employer. If a Permanent Employee is assigned to a replacement position, they retain their permanent status and right to return to their permanent position at the end of the term assignment.
- (d) "Employer" means the Alberta Pensions Services Corporation.
- (e) "Union" means the Alberta Union of Provincial Employees.

- (f) "Union Representative" means the President of the Union, or an Officer or Staff Member of the Union designated by the President in writing pursuant to the Union's Constitution to perform a specific function pertaining to this Collective Agreement.
- (g) "Full-time" means the normal hours of work. i.e., seven and a quarter (7 1/4) hours per day, thirty six and a quarter (36 1/4) hours per week.
- (h) "Part-time" means hours less than the normal hours of work for a Full-time Employee.

**Article 2
Management Recognition**

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

**Article 3
Union Recognition**

- 3.1 The Employer recognizes the Union as the exclusive bargaining agent for all Employees within the scope of the certification order issued by the Alberta Labour Relations Board.
- 3.2 The Parties agree that there shall be no discrimination or coercion exercised or practiced with respect to any Employee for reason of membership or legitimate activity in the Union.
- 3.3 The Employer will provide specific bulletin board space for use of the Union at locations on the Employer's premises that are accessible to Employees. Sites of the bulletin boards are to be determined by the Employer. Bulletin board space shall be used for the posting of Union information directed to its members. The text of such information shall be submitted to the Employer for approval prior to posting and a decision shall be provided within twenty-four (24) hours.
- 3.4 An Employee shall have the right to wear or display the recognized insignia of the Union, however, no such insignia larger than a lapel pin shall be worn on issue clothing or uniforms, nor shall an insignia be displayed on Employer's equipment or facilities.
- 3.5 A representative of the Union shall have the right to make a presentation of up to forty-five (45) minutes during the paid orientation of new Employees.
 - (a) The Employer will provide a list of new Employees to the Chapter Chairperson upon hire.
 - (b) The Union orientation will take place the day of corporate orientation
 - (c) The Chapter Chairperson will be notified at least one (1) week of advance of the orientation date.
 - (d) There will be no additional cost to the Employer for attendance at the Union orientation.
- 3.6 The Employer shall allow the Chapter Executive access to the Employer internal email system for the purpose of providing Union information directed to its members. The Union shall use the email system in accordance with the Employer Corporate policies.

Article 4
Application of the Agreement

- 4.1 In the event that any law passed by the Government of Alberta or Canada renders null and void, or reduces any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement and the Parties hereto shall negotiate, in accordance with the bargaining procedures of the *Public Service Employee Relations Act*, a satisfactory provision to be substituted for the provision rendered null and void or reduced.
- 4.2 Where a difference arises out of the provisions contained in an Article of the Agreement, and the subject matter is also covered in Employer regulations, guidelines or directives, the Collective Agreement shall supersede the regulation, guideline or directive.
- 4.3 Entire Agreement
The parties agree that this Agreement, as written, constitutes the entire collective agreement between the Union and the Employer. Only appendices specifically included by reference in the Agreement shall be considered part of the Agreement. Any Letters of Understanding or other undertakings between the parties respecting maintenance of practices pre-dating this Agreement shall be null and void.

Article 5
Union Membership and Dues Check-Off

- 5.1 All Employees covered by this Agreement shall become members of the Union as a condition of employment. An Employee who has a religious objection to becoming a member of the Union shall be permitted to opt out of membership by providing the Union with a signed statutory declaration outlining the objection within sixty (60) consecutive calendar days from the date of commencement of employment, but such Employee shall continue to pay Union dues.
- 5.2 All Employees covered by this Agreement shall be required to pay Union dues as a condition of employment. The Employer shall, therefore, deduct Union dues from the pay of all Employees covered by this Agreement. The Union shall advise the Employer, in writing, of any change in the amount of dues to be deducted from the Employees covered by this Agreement. The effective date of any such change must be the first day of a calendar month and notice shall be communicated to the Employer in writing at least thirty (30) days prior to the effective date of the change.
- 5.3 The Employer shall remit Union dues deducted from the pay of all Employees to the Union by the first working day after the fifteenth calendar day in the following month. Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be effected in the succeeding month. The deductions remitted shall be accompanied by particulars, in either a printed or an electronic format, identifying each Employee showing Employee number, name, start date, classification, Union dues remitted, phone number and last known address. Employee's personal information will be protected in accordance with current privacy legislation.
- 5.4 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article.

- 5.5 The Employer will advise the Union in writing, including Employee's name and address, when an Employee commences or returns from Long-term Disability leave.

Article 6
Employer - Union Relations

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

Article 7
Employer - Employee Relations

- 7.1 The Employer acknowledges the right of the Union to appoint Employees in the bargaining unit as Union Stewards.
- 7.2 The Union shall determine the number of Union Stewards, having regard to the size of the organization and the distribution of Employees at the workplace. When difficulties arise, the Union and the Employer shall consult in order to resolve the difference.
- 7.3 The Employer recognizes the Union Steward as an official representative of the Union.
- 7.4 A new Employee shall be advised of the name and location of the Union Steward(s). The Union Steward will provide the Employee with a copy of the Agreement.
- 7.5 A current list of Union Stewards shall be provided to the Human Resource Services management representative within 30 days of the ratification of this Collective Agreement. Revised Union Steward lists shall be provided to the Human Resource Services management representative within 30 days of any changes.

Article 8
Time Off for Union Business

- 8.1 Time off, administered in accordance with Clause 8.2, will normally be granted to Employees for Union business approved by the Union. Time off will be granted, operational requirements permitting. The Union shall provide the Employer's Human Resources Office with a copy of the request for time off. Employees shall provide a minimum of seven (7) work days notice when requesting time off, however consideration shall still be given in cases where the seven (7) work days notice is not provided. The Employer shall make every reasonable effort to approve Time Off for Union Business.
- 8.2 To facilitate the administration of Clause 8.1, the Employer will grant a leave of absence with pay and invoice the Union for the Employee's salary plus applicable Employer costs of benefits, which the Union shall pay within sixty (60) days of the invoice date.

Article 9
Classifications and Pay

- 9.1 Conditions governing classifications and pay are contained in Appendix "A" and form part of this Agreement.
- 9.2 When the Employer establishes a new salary classification affecting compensation, written notice of such action shall be provided to the Union along with a copy of specifics of the proposed salary classification. When the Employer considers it necessary to adjust the pay range of a salary classification, the Employer shall submit a pay proposal to the Union. The following provisions shall apply to new or altered salary classifications:
- (a) the Union may request a meeting with the Employer to discuss the salary rates applicable to the new or altered salary classification. The Union's request for a meeting must be submitted to the Employer within fourteen (14) days of the receipt of the Employer's salary classification and pay proposal;
 - (b) where no agreement is reached on salary rates applicable to the new or altered salary classification, the Union may submit the issue to arbitration pursuant to the arbitration procedures of this Agreement. The Union's request for arbitration must be submitted to the Employer within fourteen (14) days of the date on which the meeting was held to discuss the issue;
 - (c) where the Union has submitted the unresolved issue to arbitration, the Employer may implement a new or altered salary classification subject to final determination by the Arbitration Board. The decision of the Arbitration Board shall apply only to Employees who are still employed on the date the decision is issued.
- 9.3 Upon request, the Employee will be provided with a copy of the Job Description for their job. An Employee may appeal to the job classification of their position through the classification appeal procedure of the Employer's job evaluation system.
- (a) The Appeal process shall be initiated by submission of a written appeal to the Director of Human Resources, outlining the detailed reasons for the appeal.
 - (b) During the review of the appeal the:
 - (i) The Employee, the Union, or the Director may request a meeting to discuss the information;
 - (ii) If required, the Director may utilize outside consultants to assist with the Appeal;
 - (iii) Should further information be required to complete the review, the Union will not unreasonably deny a written request for a time extension.
 - (c) The Director of Human Resources shall provide a written decision to the Employee(s) with a copy to the Union within sixty (60) days of receipt of the Appeal.

- (d) Should the Employee not agree with the response from the Director, they may, within thirty (30) days of receiving the response, submit a further appeal to the Vice President, Human Resources and Organizational Development. The written submission shall include further information and details of why the Employee believes the previous decision was unreasonable. The Vice President, Human Resources and Organizational Development shall provide a written decision to the Employee(s), with a copy to the Union within thirty (30) days of receipt of the Appeal.

- 9.4 Once the Appeal process has been completed, should the Employee still be dissatisfied with the decision of the Employer, the matter may be submitted to arbitration pursuant to the arbitration procedures of this Agreement. The Union's request for arbitration must be submitted to the Employer within fourteen (14) days of receipt of the Vice President, Human Resources and Organizational Development's decision.
- 9.5 The effective date of an upward reallocation decision shall be the date the appeal process was submitted to the Director of Human Resources.

Article 10
Probationary Period

- 10.1 Upon appointment to a permanent or term position with the Employer, an Employee shall serve a probationary period.
- 10.2 The period of probation shall start on the date of commencement as a Permanent or Term Employee and shall be six (6) months. This period may be extended through mutual agreement between the Employer and the Union.
- 10.3 An Employee who has previously been employed by the Employer may, at the discretion of the Employer, have such previous employment considered as part of the probationary period.
- 10.4 During the probationary period, the Employer may terminate the employment of a probationary Employee, without notice or payment in lieu of notice, except as provided by provisions of the Alberta Employment Standards Code.
- 10.5 The Employer shall provide a reason for the termination to the Employee, and the Employee shall have recourse to the grievance procedure as set out in Clause 31.1(e) this Collective Agreement.
- 10.6 The Employer shall provide documented feedback on a probationary Employee's performance at least once during the probationary period.

Article 11
Acting Incumbency Pay

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

- (b) eight percent (8%) of a Permanent or Term Employee's regular salary if acting in a salary classification more than one (1) level higher than the Employee's normal position, shall be paid when an Employee is assigned by the Employer to perform the principal responsibilities of a position with a higher classification than that of the Employee's position. The Employee must be assigned for a minimum period of one (1) work day to qualify for acting incumbency pay during which time the employee may also be required to perform some of the duties of their regular position. Acting incumbency pay shall apply from the first day the Employee is assigned these duties. An acting incumbency assignment shall normally not exceed one (1) year. Acting provisions shall not apply where an Employee is designated only limited additional duties.
- 11.2 Only one acting incumbent may be designated as a result of any one Employee's absence.
- 11.3 Acting incumbency pay shall be included in pensionable earnings.

Article 12
Hours of Work

- 12.1 (a) The normal hours of work for the purpose of determining pay, benefits and overtime shall be seven and one-quarter (7 ¼) hours per day, and thirty-six and one-quarter (36 ¼) hours per week. Normal hours of work shall be scheduled during APS business hours and the Employer shall provide each Employee a copy of their normal hours of work schedule.
- (b) Normal hours of work schedules shall provide two (2) consecutive days off work per week.
- (c) Should the Employer require an Employee to change their work schedule, the Employee shall be notified in writing at least fourteen (14) calendar days in advance of the change and the change shall be in effect for a minimum of three (3) months.
- (d) Should an Employee wish to change their scheduled start and end times, they can do so with approval of the Employer, providing there are no operational barriers, and no additional cost to the Employer.
- 12.2 An Employee's pay shall be based on the hours worked by an Employee.
- 12.3 An Employee shall not be required to work a split shift involving a break between work periods longer than the specified meal period.
- 12.4 Employees covered by this Agreement shall normally receive two (2) fifteen (15) minute paid rest periods in each work period in excess of six (6) hours, one (1) period to be granted before the meal break and one (1) to be granted after. An Employee working a period of more than two (2) hours, but less than six (6) hours shall be granted one (1) fifteen (15) minute paid rest period.
- 12.5 An unpaid meal period of not less than one-half (1/2) hour shall be granted to all Employees at approximately the mid-point of each work period that exceeds four (4) hours.
- 12.6 (a) Authorized travel on Employer business outside of an Employee's normal working hours or on a regularly scheduled day of rest shall be compensated in accordance with Article 13, except that an Employee shall not be compensated for travel spent proceeding to and from the usual place of work and residence.

- (b) Through mutual agreement between the Employee and the Employer, time accumulated by the Employee for travel may be compensated through time off with pay in lieu of salary payment. Compensating time off shall be scheduled by mutual agreement between the Employer and Employee within six (6) months of when the travel time is accumulated. If mutual agreement on scheduled time off will not result in the use of all accumulated time within this six (6) month period, the Employer shall have the discretion to schedule time off in the following six (6) months or to pay out the accumulated entitlement as salary. Pay-outs and time taken shall be provided in accordance with Article 13.

12.7 Where, because of operational requirements, an Employee is scheduled by the Employer to work shifts, that Employee shall receive two dollars and seventy-five cents (\$2.75) per hour for working a shift where at least one-half of the hours in such shift fall between 4:00 p.m. and 8:00 a.m. For the purposes of this Clause, a shift refers to the daily equivalent of the normal hours of work as set out in Clause 12.1. A Part-time or Casual Employee who works less than the daily equivalent of the normal hours of work shall be paid shift differential if the Employee works a minimum of four (4) hours within the period of 4:00 p.m. and 8:00 a.m.

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

12.8 An Employee who works Saturdays or Sundays as part of their regularly scheduled work week, shall receive a weekend premium of three dollars and twenty-five cents (\$3.25) 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.

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

Article 13 Overtime

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

13.2 For the purpose of calculating overtime compensation all paid hours count toward the normal daily or weekly hours of work in Clause 12.1.

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

- 13.4 Through mutual agreement between the Employee and the Employer, overtime worked by the Employee may be compensated through time off with pay in lieu of salary payment. Compensating time off shall be scheduled by mutual agreement between the Employer and Employee within six (6) months of when the overtime is worked. If mutual agreement on scheduled time off will not result in the use of all accumulated time within this six (6) month period, the Employer shall have the discretion to schedule time off in the following six (6) months or to pay out the accumulated entitlement as salary. Pay outs and time taken shall be at the applicable overtime rate for each hour of overtime worked.
- 13.5 Part-time and Casual Employees working less than the normal hours of work stated in Clause 12.1 who are required to work longer than their usual daily or weekly hours shall be paid at the rate of straight time for the hours so worked until they equal the normal daily or weekly hours for Full-time Employees, after which the overtime provisions of this Article shall apply.
- 13.6 Overtime payment or compensatory time off shall be calculated to the nearest quarter (1/4) hour.
- 13.7 When an Employee is directed or approved by the Employer to attend a training course or seminar the following shall apply:
- (a) An Employee attending a training course or seminar on their normal day of work shall be paid at straight time rates for the hours spent on training to a maximum of their normal daily hours of work for that period.
 - (b) An Employee attending a training course or seminar on a weekend shall be granted a day off in lieu at some other time, or if impractical to grant time off, shall be paid at straight time rates for the hours spent on training to a maximum of their normal daily hours of work for that period.
 - (c) An Employee attending a training course or seminar which necessitates travel outside of the urban area in which they are employed shall be compensated at straight time rates for the actual hours spent in travel provided such travel time is in excess of their normal daily or weekly hours of work.

**Article 14
Paid Holidays**

- 14.1 A Full-time Permanent or Term Employee is entitled to a paid working day off on, or in lieu of, the following holidays. Part-time Permanent or Term Employees shall receive a paid working day off with a prorated payment based on their normal schedule (for example a Part-time Employee working 60% of the Full-time hours would be paid 60% of one days' pay as paid leave for each holiday).
- | | | |
|----------------|-----------------------|-------------------|
| New Year's Day | Canada Day | Remembrance Day |
| Family Day | Civic Holiday (1 Day) | Christmas Day |
| Good Friday | Labour Day | Boxing Day |
| Easter Monday | Thanksgiving Day | Christmas Floater |
| Victoria Day | | |

- 14.2 A Full-time Permanent or Term Employee required to work on a Paid Holiday shall receive the Employee's regular salary plus one and one-half (1.5) times their regular hourly rate for all hours worked. Part-time Permanent or Term Employees required to work on a Paid Holiday shall receive an amount equal to the normal pro-rated regular salary plus one and one-half (1.5) times their regular hourly rate for all hours worked.
- 14.3 When a day designated as a Paid Holiday falls on a Full-time Permanent or Term Employee's regularly scheduled day of rest, the Employee shall be granted an additional day off with pay in lieu of the holiday. When a day designated as a Paid Holiday falls on a Part-time Permanent or Term Employee's regularly scheduled day of rest, the Employee shall be granted an additional day off with prorated pay (for example a Part-time Employee working 60% of the Full-time hours would be paid 60% of one days' pay for the additional day off in lieu of the holiday).
- 14.4 In lieu of Paid Holidays, Casual Employees shall receive, in addition to their regular wage earnings, pay at 5.2% of their regular wage earnings paid each pay period. In addition, any hours worked by Casual Employees on a Paid Holiday shall be compensated at one and one-half (1.5) times their regular hourly rate.

Article 14A
Christmas Closure

- 14A.1 It is understood that Christmas Closure will result in closure of Alberta Pension Service offices as outlines below:
- (a) When Christmas Day falls on a Sunday, the Christmas closure will occur on December 29 and 30;
 - (b) When Christmas Day falls on a Monday, the Christmas closure will occur on December 28 and 29;
 - (c) When Christmas Day falls on a Tuesday, the Christmas closure will occur on December 27, 28 and 31;
 - (d) When Christmas Day falls on a Wednesday, the Christmas closure will occur on December 24, 30 and 31;
 - (e) When Christmas Day falls on a Thursday, the Christmas closure will occur on December 29, 30 and 31;
 - (f) When Christmas Day falls on a Friday, the Christmas closure will occur on December 29, 30 and 31;
 - (g) When Christmas Day falls on a Saturday, the Christmas closure will occur on December 29, 30 and 31.
- 14A.2 The Christmas Closure days are not to be treated as Annual Vacation Leave or Paid Holiday days. Employees are required to take the number of days allotted to them as per Clause 14A.1 and days shall not be banked or paid out if not taken except as provided in Clause 14A.3.
- 14A.3 When an Employee is required to work on one of the paid days off listed in Clause 14A.1 the paid days off or require 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 15
Annual Vacation Leave

- 15.1 An Employee shall not take vacation leave without prior authorization from the Employer.
- 15.2 (a) Vacation with pay will be granted on an up-front basis to Permanent and Term Employees on January 1 of each calendar year and upon commencement for new hires. The amount of annual entitlement is based on service as of December 31 for the following calendar year. Vacation entitlements, with pay, shall be based on the following schedule of annual entitlement:
- Less than 5 years of service = 15 days (108.75 hours)
 - 5 years or more of service = 20 days (145 hours)
 - 13 years or more of service = 25 days (181.25 hours)
 - 21 years or more of service = 30 days (217.5 hours)
 - 30 years or more of service = 35 days (253.75) hours
- (b) A Permanent or Term Employee who commences employment after January 1 of the calendar year will have their vacation entitlement prorated based on date of hire. The Employee shall be granted vacation entitlement at the rate of one-twelfth (1/12) of the above hours of entitlement for each month of service to the end of the calendar year in which vacation is granted, provided that when employment commences on or before the fifteenth (15th) day of any month, the Employee shall be granted vacation entitlement from the first date of that month and when employment commences on or after the sixteenth (16th) day of any month, the Employee shall be granted vacation entitlement from the first day of the following month.
- (c) Part-time Permanent or Term Employees shall receive vacation on a prorated basis (for example a Part-time Employee working 60% of the Full-time hours will receive 60% of the vacation entitlement).
- 15.3 If one or more paid holidays fall during a Permanent or Term Employee's annual vacation period, another day or days may be added at the end of the vacation period or at a time authorized by the Employer.
- 15.4 An Employee's vacation entitlement shall be adjusted for absences greater than:
- (a) the first forty-four (44) consecutive work days of sick leave, maternity leave or absence during Workers' Compensation Supplement; and
 - (b) the first twenty-two (22) work days for any other leave of absence with or without pay.
- 15.5 Except as is otherwise provided herein, vacation leave in respect of each year of service shall be taken:
- (i) by December 31 of the calendar year in which it is granted;
 - (ii) at such time or times as may be requested by an Employee and approved by the Employer; and
 - (iii) In one continuous period or in separate periods

Employees' annual vacation requests should be submitted to managers by March 31. Employees who have requested vacation by March 31 in any given year shall have their request considered in order of seniority. Employees who request vacation after March 31 in any given year shall have their vacation approved on a first come first serve basis. If a Permanent or Term Employee has not taken or scheduled vacation prior to September 30 of each calendar year, the Employer shall have the right to, after consultation with the Employee, schedule the time when vacation must be taken or to pay out the vacation in cash. A minimum of two (2) weeks' vacation {three (3) weeks if service is greater than five (5) years} is required to have been taken in order for a pay-out to be considered.

- 15.6 Where a Permanent or Term Employee is allowed to take any leave of absence, other than sick leave, in conjunction with a period of vacation leave, the vacation leave shall be deemed to precede the additional leave of absence, except in the case of maternity leave which may be authorized before or after vacation leave.
- 15.7 A maximum of five (5) days (prorated for part-time employees) of vacation entitlement is eligible to be carried forward to the following year. Vacation that is carried forward must be used by December 31, of the following calendar year. Additional vacation carry forward is subject to Employer approval and must be used within the next calendar year.
- An Employee on an unexpected leave of absence, other than sick leave, at the end of the calendar year, who has more than five (5) days of unused vacation to carry forward, will be permitted to carry unused vacation until the end of the following calendar year. If an employee is absent due to long term sick leave, carry forward will be permitted until the end of the calendar year following the year of their return.
- 15.8 Once vacations are authorized, they shall not be changed by the Employer, other than in cases of emergency or by mutual agreement between the Employer and the Employee.
- 15.9 A Permanent or Term Employee who fails to return to work following the last day of authorized vacation leave shall be considered to have absented themselves from employment and the provisions of Clause 30.2 shall apply.
- 15.10 The Employer shall, subject to the operational requirements of the Employer, and the Employee having available vacation entitlement, make every reasonable effort to grant a Permanent or Term Employee, upon request, at least two (2) weeks of annual vacation entitlement in the period from May 1st to September 30th.
- 15.11 In lieu of annual vacation leave and vacation entitlements, Casual Employees shall receive, in addition to their regular wage earnings, vacation pay at six percent (6.0%) of their regular wage earnings paid each pay period. If these Employees are subsequently employed in a permanent position without a break in employment, they shall receive vacation entitlement as set out in Clause 15.2, taking into consideration the Employee's employment in the casual position.
- 15.12 Unless otherwise permitted by this Agreement, an Employee shall not be paid in cash in lieu of vacation earned, except upon termination in which case the Employee shall receive vacation pay for such vacation earned but not taken.
- 15.13 Upon termination of employment, the Employer is authorized to deduct an amount from the Employee's final pay equal to the amount of unearned vacation days that have been utilized.

Article 16
Personal Leave

- 16.1 Full-time Permanent or Term Employees shall be entitled to up to sixteen (16) paid personal leave days per calendar year. Personal leave days will be administered on the basis of hours used for personal leave (sixteen (16) days equaling one hundred and sixteen (116) hours for a Full-time Employee). Personal leave absences include but are not limited to absences such as Employee illness of up to three (3) consecutive work days, medically related absences including medical or dental appointments, bereavement, family health issues and emergencies or uncontrollable personal circumstances. Part-time Permanent or Term Employees shall be entitled to a prorated entitlement based on their normal hours of work compared to full-time hours of work.
- 16.2 Provided the Employee is not absent from work due to illness, the Employee at the commencement of the first working day of each calendar year shall be entitled to personal leave days as outlined in Clause 16.1.
- 16.3 The Employee shall notify the Employer as far in advance as possible providing the reason and expected duration for any absences covered by this Article.
- 16.4 Employees hired during the calendar year shall be entitled to prorated personal leave days based on their date of employment.
- 16.5 An Employee shall be paid for any unused Personal Leave days at the end of the calendar year at the rate of thirty percent (30%).

Article 17
General Illness Leave

- 17.1 "General Illness" means an illness which causes a Permanent or Term Employee to be absent from work for a period of more than three (3) consecutive work days but shall not exceed eighty (80) work days. Full-time Permanent or Term Employees shall be eligible for general illness leave at full salary for the first thirty (30) work days of illness, 90% of salary for the next twenty-five (25) work days, and then 80% salary for the next twenty-five (25) work days. Part-time Permanent or Term Employees shall be eligible for a prorated entitlement based on their normal hours of work compared to full-time hours of work.
- 17.2 Provided the Employee is not absent from work due to illness, the Employee at the commencement of each calendar year shall be entitled to General Illness Leave.
- 17.3 Subject to Clause 17.3 (b), an Employee upon return to active work after a period of general illness of less than eighty (80) consecutive work days, will have reinstatement of their general illness benefit as follows:
- (a) (i) general illness leave entitlement will be reinstated pursuant to Clause 17.1 at the commencement of the calendar year following the Employee's return to work;
 - (ii) general illness days used for which regular salary was paid at the rate of 100%, 90% or 80% will be reinstated for future use at a rate of 70% of regular salary for the remainder of that calendar year.
- (b) Reinstatement for the schedule of general illness leave pursuant to Clause 17.1 shall occur only when the Employee has not taken any general illness leave for the same or related illness during the first ten (10) consecutive work days following the date of return to active work.

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

Article 18
Proof of Illness

- 18.1 To obtain personal leave benefits as described in Article 16 the Employer may require that a Permanent or Term Employee provide a proper medical certificate or other satisfactory proof of illness, as outlined in Clause 18.3. The Employer may also require the Employee to provide satisfactory proof of attendance at a medical, dental, physiotherapy, optical, or such other appointment when time off from work is granted to attend such appointments. When requested by the Employer, pursuant to this Article to provide a medical certificate or proof of attendance at an appointment, the Employee shall be advised prior to returning to work. Where the Employee must pay a fee for a medical certificate or proof of attendance, the Employer shall reimburse the full fee or fifty dollars (\$50.00), whichever is the lesser amount.
- 18.2 To obtain general illness benefits as described in Article 17, when requested, the Employee is required to provide a proper medical certificate, as outlined in Clause 18.3, or other satisfactory proof of illness. Where the Employee must pay a fee for a medical certificate or proof of attendance, the Employer shall reimburse, the full fee or fifty dollars (\$50.00), whichever is the lesser amount.

Proof of Illness

- 18.3 While balancing an Employee's right to privacy, a proper medical certificate or other satisfactory proof of illness should generally include:
- (a) a certification by a licensed physician, psychiatrist or midwife that the Employee is unable to attend work for medical reasons;
 - (b) the dates on which the Employee is unable to attend work due to the medical reason;
 - (c) if the illness is continuing, the Employee's prognosis and estimate as to the earliest date the Employee is expected to return to work and/or next medical assessment date; and
- Where appropriate, medical notes should also generally include:
- (d) if the Employee can return to work but with some restrictions or limitations, a statement of those restrictions or limitations;
 - (e) whether the illness is anticipated to be temporary, chronic or permanent; and
 - (f) confirmation the Employee is under a treatment plan.

18.4 Independent Medical Examination

- (a) The Employer may require that an Employee undergo an independent medical examination in the following conditions:
 - (i) in the case of prolonged or frequent absence due to illness; or
 - (ii) where there is indication of apparent misuse of illness leave; or
 - (iii) when it is considered that an Employee is unable to satisfactorily perform the Employee's duties due to disability or illness; or

- (ii) in cases of inconsistencies between two or more medical assessments.
- (b) 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 the Employee's position and the medical information leading to those conclusions.
- (c) The Employer is responsible for the costs associated with the examination provided for in Clause 18.4

18.5 Where an Employee has been examined by an independent medical examiner and is also applying for LTD benefits, a copy of the medical report shall be considered as part of the Employee's application.

Article 19 Benefit Plan

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

The Benefit Plan will provide at least the following coverage:

- (a) Basic Life Insurance equal to 1.0 or 2.5 times basic annual salary rounded to the next highest \$1,000 up to a maximum amount of \$300,000;
- (b) Accidental Death & Dismemberment Insurance equal to the amount of Basic Life Insurance;
- (c) Long-term Disability Insurance equal to 70% of basic salary, payable after a eighty (80) consecutive working day elimination period, to a maximum monthly benefit of \$6,400. The Employer shall maintain the filed Long-term Disability Insurance Plan for pension funding purposes.
- (d) Extended Health Care Plan providing a minimum of
 - (i) 80% Drug coverage for Core and 90% Drug coverage for Opt-up;
 - (ii) 100% Hospital and Health coverage; and
 - (iii) Paramedical coverage Core
 - (A) \$65.00 per visit to a maximum of \$1000.00 for all Practitioners except psychologists.
 - (B) \$80.00 per visit to a maximum of \$1000.00 for psychologists.
 - (iv) Paramedical coverage Opt-up
 - (A) \$80.00 per visit to a maximum of \$1000.00 for all Practitioners except Psychologists.
 - (B) Psychologists to a maximum of \$1200.00

**Note: "all Practitioners" includes Acupuncturist, Chiropractor, Chiropractor, Massage Therapist, Naturopathic Doctor/Practitioner, Occupational Therapist, Physiotherapist, Podiatrist, Speech Pathologist and Sports Therapist.*

- (e) Dental Plan providing a minimum of
 - (i) 80% for Basic coverage for Core and 90% Basic coverage for Opt-up; and
 - (ii) 70% for Major coverage for Core and 90% Major coverage for Opt-up up to a maximum of \$2500.00 for Core and \$3500.00 for Opt-up per participant each benefit year;
 - (iii) Orthodontic coverage of 50% for Core and 70% for Opt-up up to a lifetime maximum of \$2500.00 for Core and \$4000.00 for Opt-up.

Dental services will be based on the current dental fee guide.

- (f) Employee & Family Assistance Program;

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

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

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

19.3 All benefits provided under the benefit plan specified in this Agreement are subject to and shall be governed by the terms and conditions contained in the policies of insurance of which the Employer is the policy holder. The Employer shall have the right to change the insurance carriers provided comparable benefits are maintained. The terms of the policies of insurance and plan conditions shall not be considered as incorporated in this Agreement by reference or by necessary intendment. Differences respecting any matters related to the administration and application of the benefit plan therefore are not subject to the grievance and arbitration provisions of this Agreement. The Union shall be provided with a copy of the benefit plans, upon request.

19.4 Casual Employees who have worked fourteen hundred and fifty (1450) hours, exclusive of overtime, in a twelve (12) month period shall thereafter, in lieu of receiving benefits pursuant to this Article, be allowed, in addition to regular salary, pay at one percent (1%) of regular salary.

Article 20

Employment Insurance Premium Reduction

20.1 The Employer shall retain the full amount of any premium reduction allowable under the Employment Insurance Premium Reduction Program which is granted as a result of the benefits covering Employees to which this Agreement applies.

- 20.2 The premium reduction referred to in Clause 20.1 shall be recognized as the Employee's contribution towards the benefits provided.

Article 21

Maternity/ Adoption/ Parental Leave

21.1 Maternity Leave

A pregnant Employee who has been employed for at least ninety (90) days is entitled to maternity leave without pay. Maternity leave is a maximum of sixteen (16) weeks.

Maternity leave may commence up to thirteen (13) weeks prior to the estimated delivery date, but no later than the date of birth. The Employee will give six (6) weeks' written notice of the commencement of the leave, unless circumstances do not permit, in which case the Employee will give the maximum possible notice.

21.2 Paternal or Adoption Leave

An Employee who has been employed for at least ninety (90) days is entitled to parental leave without pay as follows:

- (a) in the case of an Employee who has taken maternity leave, a maximum of sixty-two (62) weeks commencing immediately following the last day of maternity leave;
- (b) in the case of a parent who has not taken maternity leave, a maximum of sixty-two (62) weeks after the child's birth; or
- (c) in the case of an adoptive parent, a maximum of sixty-two (62) weeks after the child is placed with the adoptive parent for the purposes of adoption.

If both parents are Employees, parental leave may be shared between the, or wholly taken by one (1) parent. If the parents intend to share the parental leave, they must so advise the Employer at least six (6) weeks in advance of the leave. Only one (1) parent may take parental leave at a time and the maximum combined parental leave of both parents is sixty-two (62) weeks.

- 21.3 Leave can start at any time after the birth or adoption of a child but must be completed within seventy-eight (78) weeks of the date the baby is born or placed with the parents.

- 21.4 An Employee must give at least six (6) weeks' notice of the commencement date of parental leave. In extenuating or unforeseen circumstances where such notice cannot be provided, the Employer will accommodate the request for leave.

- 21.5 An Employee who, at the commencement of maternity, adoption, or parental leave is participating in the Benefit Plan according to Article 19, shall continue to be covered according to the plan and policy conditions throughout the period of maternity, adoption or parental leave, Premium contributions shall continue to be paid by the Employer and the Employee throughout the total period the Employee is on maternity, adoption or parental leave up to a maximum of seventy-eight (78) weeks.

- 21.6 An Employee will be required to give the Employer four (4) weeks written notice of their intention to return to work. The Employer may accept a shorter period of notice in exceptional circumstances.

- 21.7 An Employee granted leave without pay pursuant to this Article shall, upon return to work, be returned to their former position or be placed in another comparable position with the Employer at not less than the same salary that had accrued to them prior to commencing leave, and at the same level of benefits.
- 21.8 A pregnant Employee who presents medical evidence from their physician that continued employment in their present position may be hazardous to the Employee or to their unborn child, may request a transfer to a more suitable position if one is available.
- 21.9 Notwithstanding any date initially selected for the start of maternity leave, if an Employee subsequently indicated in writing the Employee is no longer able to carry out the Employee's full normal duties, the Employee may commence maternity leave at an earlier date. If the Employee presents medical evidence supporting the Employee's inability to continue work the Employee will be eligible for illness benefits in accordance with Articles 16, 17 and 19 of this Agreement up to the date of delivery.
- 21.10 Notwithstanding any other provisions of this Article, a pregnant Employee may qualify for a Supplemental Employment Benefit (S.E.B.) covering the period she has provided medical evidence from the physician or midwife which satisfies the Employer the Employee remains medically unable to do the Employee's job following the date of commencement of a maternity leave, as originally determined by the Employee, or the date of delivery, whichever comes first. An Employee must apply and when approved, submit to the Employer, proof of receipt of Employment Insurance maternity benefits in order to be paid the S.E.B. payments.
- Leave taken under S.E.B. shall be considered to form part of maternity leave without pay. An Employee who is eligible for the S.E.B. plan shall not be eligible for Personal Leave of General Illness benefits.

Article 22 Court Leave

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

Article 23 Reservist Leave

- 23.1 Employees are eligible for reservist leave if they are a reservist and have been employed at least 26 consecutive weeks. Employees with less than 26 consecutive weeks of employment may still be granted leave. The Employee may take leave for the following operations or activities;
- (a) the Employee's services are required by the Department of National Defense to meet a civil emergency, for the duration of the emergency; or
 - (b) during a national emergency the Employee volunteers for service or is conscripted into the Armed Forces for the duration of the emergency; or
 - (c) the Employee volunteers for military training, special training or special duty, for a period not exceeding six (6) weeks.

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

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

23.3 Employer may request proof of entitlement to reservist leave.

Article 24 Compassionate Care Leave

24.1 An Employee, employed for at least ninety (90) days, with a qualified relative in the end-stage of life shall be entitled to leave of absence without pay for a period of up to twenty-seven (27) weeks. Qualified relative means a person in a relationship to the Employee for whom the Employee would be eligible for the compassionate care leave under *Alberta Employment Standards Code*.

24.2 An Employee who, at the commencement of the Compassionate Care Leave is participating in the Benefit Plan according to Article 19, shall continue to be covered according to the policy plan and provisions throughout the period of the terminal care leave. Premium contributions shall continue under the normal cost-sharing arrangements.

24.3 Employees may be required to submit to the Employer satisfactory proof demonstrating the need for Compassionate Care Leave.

Article 25 Leaves of Absence

25.1 A Permanent or Term Employee may request a leave of absence without pay. To be considered, the request must normally be submitted at least four (4) weeks in advance of the anticipated date of commencement of the leave. Where operational requirements permit and upon approval of the Employer, the leave without pay shall be granted.

25.2 An Employee will be required to confirm in writing to the Employer their intention to return to work four (4) weeks prior to the scheduled expiry of the leave if the leave is for a period longer than eight (8) weeks. The Employer may accept a shorter period of notice in exceptional circumstances.

25.3 Requests for leave without pay on religious holidays will be considered, provided adequate notice of the request is given.

25.4 A Permanent or Term Employee who, at the commencement of a leave without pay, is participating in the Benefit Plan according to Article 19 shall continue to be covered according to the plan and policy conditions throughout the period of Leave without pay for a period of up to one (1) year. Premium contributions shall continue to be paid by the Employer and the Employee for a leave of absence of up to one (1) month. Following this period, the Employee shall be responsible for the full payment of all premiums.

25.5 An Employee who requests a leave without pay, and who has banked overtime or who has outstanding upfront vacation prorated to the commencement of the date of the leave, will be required to take the overtime and prorated upfront vacation prior to the commencement of the leave without pay.

- 25.6 In addition to leaves listed in the Collective Agreement, Employees are eligible for any leaves as set out in the *Alberta Employment Standards Code*. Unless otherwise stated, these leaves will be without pay.

Article 26 Workers' Compensation

- 26.1 In accordance with the *Workers' Compensation Act*, when an Employee sustains an injury in the course of their duties with the Employer, the Employee shall immediately, and in any event not more than twenty-four (24) hours later, report the injury to the Employer. The Employer shall record the date, time and nature of the injury on a form to be signed by the injured Employee. If the injury causes the Employee to be absent from work, the Employee and the Employer shall complete the required forms for Workers' Compensation.
- 26.2 If the claim of a Full-time Permanent or Term Employee is approved by the Workers' Compensation Board, the Employee shall be paid their regular full salary during the period the Employee is required to remain off work up to five hundred and eighty (580) consecutive working hours, or to the end of the term assignment, whichever occurs first. Part-time Permanent or Term Employees shall receive a prorated maximum number of working hours based on their normal hours of work, or to the end of the term assignment, whichever occurs first (for example a Part-time Employee working 60% of the Full-time hours would be eligible for a maximum of 348 consecutive working hours (60% of 580)).
- If the Permanent Employee has not returned to work due to injury before the Employee's maximum entitlement has expired, the Employee shall then be paid according to the rate prescribed by the *Workers' Compensation Act*.
- 26.3 The eligibility period specified in Clause 26.2 shall not apply in the event of a recurrence of a disability due to a previously claimed injury, payable under this supplement, unless the Employee has not used the total eligibility period in which case the unexpended period of eligibility may be applied.
- 26.4 When a paid holiday falls within a period of time an Employee is eligible to receive Workers' Compensation Supplement, it shall be counted as a day of Workers' Compensation Supplement, and under no circumstances shall an Employee receive any additional entitlement in respect of that day.
- 26.5 An Employee who is injured on the job during working hours and who is required to leave the job site for treatment or is sent home as a result of such accident or injury, shall not suffer loss of pay for that day's work, regardless of the time of injury. That day shall not be deducted from the eligibility period specified in Clause 26.2.
- 26.6 The Parties agree that the Workers' Compensation Supplement is intended only for the purpose of protecting an Employee from loss of income while the Employee is unable to work because of injury.
- 26.7 An Employee who receives Workers' Compensation benefits and who at the commencement of absence from work is participating in the Benefit Plan according to Article 19 shall continue to be covered according to the plan and policy conditions throughout the period the Employee is receiving Workers' Compensation benefits, or to the end of the term assignment, whichever occurs first. Premium contributions shall continue to be paid by the Employer and the Employee.

- 26.8 An Employee on Workers' Compensation leave and who is certified by the Workers' Compensation board to be fit to return to work and who is:
- (a) capable of performing the duties of their former position, shall provide the Employer with twenty-eight (28) days' written notice of readiness to return to work, or such shorter period as mutually agreed between the Employer and the Employee. Such advance notice shall not be required in the case of short-term absence on Workers' Compensation leave, i.e., where the expected duration of the leave at the time of onset was less than twenty-eight (28) calendar days. The Employer shall then reinstate the Employee in the same position held by them immediately prior to the disability whenever possible or a comparable position with benefits that accrued to them prior to the disability.
 - (b) incapable of performing the duties of their former position but is capable of performing the duties of another position within the bargaining unit in the same or lower salary classification, shall notify the Employer in writing of their readiness to return to work. The Employer shall then reinstate them to a position for which they are capable of performing the work entailed, upon the occurrence of the first such available vacancy with pay and benefits that are commensurate with that classification.
 - (c) incapable of performing the duties of a position outlined in Clauses 26.8(a) or (b) above, may make application for any benefits for which they are eligible under General Illness Leave or Benefit Plan, in accordance with Articles 17, 18 and/ or 19, or discuss some other form of accommodation with the Employer.
- 26.9 The reinstatement of an Employee in accordance with this Article shall not be construed as being in violation of the job posting provisions of this Agreement.

Article 27 Health and Safety

- 27.1 The Union and the Employer agree to maintain a Joint Health and Safety Committee (JHSC). It shall consist of four (4) members appointed/selected by each Party.
- 27.2 The JHSC will have an Employer Co-chair elected by the Employer representatives and a Worker Co-chair elected by the Union representatives. The term for the Co-chairs is two (2) years, at which point the Committee members will elect or reappoint their respective Co-chairs in accordance with the JHSC terms of reference.
- 27.3 The JHSC shall meet at least quarterly or at the request of one of the Co-chairs. The Committee will also meet if requested by and Occupational Health and Safety Officer. JHSC meeting shall occur during normal working hours.
- 27.4 The Co-chairs will ensure that meeting minutes are recorded at all JHSC meetings. Once meeting minutes are approved by the committee members and signed off by the Co-chairs they will be published at the worksite where workers can access them.
- 27.5 To ensure the effectiveness of the JHSC the Employer will provide each Committee member time away from work at the applicable rate of pay to complete OH & S training from an approved source.
- 27.6 The JHSC will maintain terms of reference in accordance with the *Occupational Health and Safety Act*.

- 27.7 No provision of this Collective Agreement limits an Employee's rights under the *Occupational Health and Safety Act* and the regulations and any amendments thereof.
- 27.8 An Employee shall immediately notify the Employer when the Employee has an accident at work that results in injury or that had the potential of causing serious injury. An Employee who becomes aware of a health and safety concern at the work site shall immediately notify the Employer.
- 27.9 The Employer shall notify the President of the Union or designate immediately on becoming aware of the occurrence of a serious injury or an accident that had the potential of causing serious injury to an Employee at the worksite.
- 27.10 The Employer shall provide, maintain, replace and clean protective clothing where the Employer determines the foregoing is required.
- Protective clothing and safety equipment shall be supplied by the Employer as required by the *Alberta Occupational Health and Safety Act* and any regulation or amendment thereto.
- All clothing and equipment, supplied by the Employer shall remain the property of the Employer.

Article 28 Disciplinary Action

- 28.1 No Employee shall be disciplined or dismissed without just cause.
- 28.2 When an Employee has been given a written reprimand, suspension, disciplinary demotion or is dismissed from employment, the Employee shall be informed in writing as to the reason(s) for such action. An Employee shall be notified in advance of the time and place a written discipline notice will be presented and the Employee's right to be accompanied by a Union Representative or Union Steward if desired by the Employee. When a Union Steward requires time off from work to accompany an Employee to an interview pursuant to this Clause, the Union Steward must obtain prior approval from the Employee's supervisor to be absent from work, and, if approval is granted, leave without loss of pay will be allowed pursuant to Clause 8.2.
- 28.3 An Employee who has been subjected to disciplinary action may, after thirty (30) months of continuous service from the date the disciplinary action was invoked, request that the Employee's personal file be purged of any record of the disciplinary action. Such request will be granted providing:
- (a) the Employee's file does not contain any further record of disciplinary action during that thirty (30) month period; and
 - (b) the disciplinary action is not the subject of an unresolved grievance.
- 28.4 Records of disciplinary action shall be maintained on a single Employee file and there shall be only one (1) official Employee file maintained for this purpose.

Article 29 Workforce Reductions

- 29.1 The Employer will make a reasonable effort to effect a reduction in the workforce through attrition, redeployment or voluntary separation prior to serving an Employee with notice of a workforce reduction.

If there are vacant positions available, Employees affected by the workforce reduction will be offered redeployment if

- (a) they have the skills, training and knowledge to do the work of the available position or have the ability to do the work with a reasonable amount of training; and
- (b) they have a minimum of one (1) year of service with the Employer;

may be placed in the vacant position in an equal or lower pay band. Placement on the Salary grid will be in accordance with Clause 29.10.

Such placement will not be in a violation of Article 35: Job Postings.

29.02 When workforce reductions are anticipated Employees who requested voluntary separation, and are approved, shall resign on a date set by the Employer and will be entitled to receive a Severance Payment at the Employee's regular rate of pay in accordance with Letter of Understanding #9.

29.3 For purposes of this Article the following definitions shall apply:

- (a) "seniority" – the length of continuous employment with the Employer from the most recent date of hire;
- (b) "similar Employees" – two (2) or more permanent Employees performing the same or similar functions within a classification, within a Department as determined by the Employer.

29.4 At least fifteen (15) days prior to any Employees getting notice of workforce reduction the Employer will provide the Union with an updated seniority list. The seniority list will have details including names, date of hire, department, division and classification. In addition to the list the Employer and the Union recognize the value in meeting to discuss the process prior to workforce reduction notices being issued.

29.5 The Employer shall provide a permanent Employee with at least eight (8) calendar weeks' prior written notice that the Employee's position is the subject of a workforce reduction.

29.6 When similar Employees are to have their position eliminated, the Employer shall eliminate the positions of such Employees in reverse order of seniority, providing those retained have the skills, training and knowledge to perform the work remaining to be done.

29.7 At the time that the Employee is provided written notice of a workforce reduction, the Employer shall arrange a consultation meeting with representatives from the Employer, the Union and the Employee to advise the Employee of severance provisions.

29.8 An Employee shall advise the Employer within seventy-two (72) hours from the date of the consultation meeting in Clause 29.7 as to their acceptance of the severance provisions.

29.9 The Severance Payment, other than for Employees who were approved for Voluntary Separation as per Clause 29.2, will be available for permanent Employees with at least one (1) year of continuous employment with the Employer. An eligible Employee will be entitled to receive a Severance Payment at the Employee's regular rate of pay in accordance with Clause 29.12.

29.10 If the Employee obtains a position in a lower Salary Classification, the Employee's salary will not be reduced for a period of twenty-four (24) months.

29.11 An Employee who is the subject of a workforce reduction and for whom the Employer has not arranged continuing other employment within Alberta Pensions Services Corporation shall be eligible for the Severance Payment.

29.12 Schedule - Severance Payment

Full Years of Continuous Employment	Severance Pay - Weeks of Pay at Regular Rates of Pay
1	14
2	15
3	16
4	17
5	19
6	22
7	25
8	28
9	31
10	34
11	37
12	40
13	43
14	47
15 plus	52

29.13 The Severance Payment will not be made to an Employee who was dismissed, resigned, retired or who refuses to accept an alternate position with the Employer at the same or higher maximum salary without good and satisfactory reason. In such case, the Employee shall forfeit all rights to the Severance Payment.

29.14 An Employee shall be entitled to receive the Severance Payment in addition to the notice of the Employee's workforce reduction as specified in Clause 29.5.

29.15 An Employee who receives the Severance Payment will be required to resign in writing at a mutually agreeable time.

29.16 At the end of the written notice period an Employee who was released by the Employer pursuant to this Article and who is no longer employed by the Employer in any capacity, shall be eligible for a Severance Payment in accordance with Clause 29.12. If during the period covered by the severance payment, the Employer, or a "Department" as defined in the *Public Service Act* or a "Provincial Agency" as defined in the *Financial Administration Act*, employs the Employee on a full or part-time basis, or retains the Employee, whether directly or indirectly, on a fee for service basis, the amount paid to the Employee directly or indirectly by the Employer, Department or Provincial Agency during such period, less any lawful deduction made at source, shall be paid by the Employee to the Employer forthwith following completion of the period. In no case shall the Employee be obliged to repay an amount greater than the amount, less lawful deductions, paid by the Employer to the Employee pursuant to Clause 29.9.

29.17 During the period of notice of workforce reduction set out in Clause 29.5, the Employer will allow the affected Employee a reasonable amount of time with pay to be interviewed by prospective employers.

Article 30
General

- 30.1 Upon an Employee's request, the Employer will make reasonable arrangements to have an Employee's personnel file made available for the Employee to examine under Employer supervision. The Employee may request a representative of the Union to be present at the time of the examination.
- 30.2 An Employee absent for three (3) consecutive workdays without good and proper reason acceptable to the Employer, shall be considered to have resigned from their employment with the Employer.
- If an Employee subsequently demonstrates extenuating circumstances prevented reporting to work and such extenuating circumstances are deemed acceptable by the Employer, the Employee may be reinstated.
- 30.3 Employees who incur travel, moving, and subsistence expenses in the performance of authorized Employer business shall be reimbursed for those expenses in accordance with the Employer's Travel, Meal and Hospitality Expense Policy, as amended from time-to-time.
- 30.4 The Employer agrees to inform and provide its rationale to the Union prior to the alteration of rates contained in Appendix A of the Travel, Meal and Hospitality Expense policy.

Article 31
Grievance Procedure

- 31.1 Definitions and Scope
- (a) A grievance is a difference arising out of the interpretation, application, operation or any contravention or alleged contravention of this Agreement or as to whether any such difference can be the subject of arbitration. A grievance shall be categorized as follows:
 - (b) An individual grievance is a difference affecting one (1) Employee. Such grievance shall be initiated at the appropriate level of the grievance procedure as outlined in Clause 31.3; or
 - (c) A group grievance is a difference affecting two (2) or more Employees, seeking the same redress. Such grievance shall be initiated in the same manner as an individual grievance as outlined in Clause 31.3. A group grievance shall list all Employees included in the grievance.
 - (d) A Policy Grievance is a difference that seeks to enforce an obligation of the Employer to the Union or the Union or its members to the Employer. A policy grievance shall not be an obligation that may or could have been the subject of a grievance by an Employee.
 - (e) A grievance of an Employee during their probationary period concerning dismissal for cause or termination on any basis the Employer may determine, may be subject to the Grievance Procedure except that it shall not be a subject of arbitration at Level 3.
 - (f) A grievance of a Casual Employee concerning dismissal for cause or termination on any basis the Employer may determine, may be processed to Level 3 of the Grievance Procedure.

31.2 Meetings During Grievance Procedure

Employees involved in grievance proceedings including arbitration shall be provided time off with pay for grievance meetings with the Employer that occur at their work location during their normal working hours.

31.3 Grievance Process

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

Level 1

If an Employee or a group of Employees has a grievance, the Employee or group of Employees shall submit to the Level 1 Grievance Officer, a written statement of the grievance within fourteen (14) calendar days of the date upon which the subject of the grievance occurred or the time the Employee first became aware of the subject of the grievance.

The grievance when presented in writing must be signed by the Union, and shall contain:

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

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

Level 2

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

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

31.4 Variance From Grievance Procedure

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

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

31.6 Policy Grievance

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

The policy grievance shall contain:

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

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

31.7

Level 3 - Arbitration

- (a) If a settlement is not reached through the above proceedings, an Employee with the approval of the Union (in the case of an Employee grievance), the Union (in the case of a Union grievance) and the Employer (in the case of an Employer grievance) may refer the grievance to arbitration by notice in writing that must be given within fourteen (14) calendar days of receipt of the reply at the previous stage or level to which the grievance was advanced. Written notice to the Employer shall be given to the Employer's Human Resource Services management representative.
- (b) The submission of a grievance to arbitration shall be to an Arbitration Board of three (3) members, one (1) to be appointed by the Union, one (1) to be appointed by the Employer and a third, who shall act as Chairman, to be mutually agreed upon by the other two (2), or to a single arbitrator, or to a mediator-arbitrator.
- (c)
 - (i) The notice referred to in Sub-Clause 31.7 (a) above shall indicate which system of arbitration the party wishes to follow, and state the name of its appointee to an arbitration board or suggest one or more names of persons it is willing to accept as a single arbitrator, or mediator-arbitrator, as the case may be;
 - (ii) Upon receipt of the notice referred to in Sub-Clause 31.7 (c) above, the other Party shall respond within fourteen (14) calendar days, indicating which system of arbitration it finds acceptable in respect to the grievance. If the other Party does not respond within the said fourteen (14) calendar days, the grievance will be dealt with by an Arbitration Board. If it is not agreed that a single arbitrator or mediator-arbitrator shall be used, the other Party shall state the name of its appointee to an Arbitration Board. The Party initiating the submission of the grievance to arbitration under 31.7(c) (i) above shall then, within fourteen (14) calendar days, state the name of its appointee to an Arbitration Board. If the other Party fails to appoint its nominee to an Arbitration Board within fourteen (14) calendar days, or in the event the nominees or the parties fail to agree upon a chair or single arbitrator or a mediator-arbitrator, such person will be appointed by the Director of Mediation Services upon request of any party. If the other Party agrees to a single arbitrator or mediator-arbitrator, it shall suggest one or more names of persons it is willing to accept as arbitrator or mediator-arbitrator.

- (d) Each Party to this Agreement shall bear its own costs of arbitration, including the costs of its appointees to the Board. The Parties shall bear equally the costs of an arbitration board chairman, single arbitrators and mediator-arbitrators.
- (e) The Employer shall grant an Employee leave of absence with pay for the purpose of attending the arbitration of the Employee's grievance.
- (f) The Employer shall grant leave of absence with pay to a witness whose attendance is reasonably necessary at arbitration proceedings and who is required to attend pursuant to a Notice to Attend such proceedings.

31.8 Power of Boards of Arbitration

- (a) Arbitration Boards, single arbitrators and mediator-arbitrators are empowered to decide grievances between the Parties or persons bound by the Collective Agreement.
- (b) Arbitration Boards, single arbitrators and mediator-arbitrators shall not add to, alter, modify or amend any part of the terms of the Collective Agreement by their decision, nor make any decision inconsistent with it nor to deal with any other matter that is not a proper matter for grievance under the Collective Agreement.
- (c) Arbitration Boards, single arbitrators and mediator-arbitrators shall confine their decisions solely to the precise issue submitted to them and shall have no authority to make a decision on any other issue not so submitted.
- (d) When disciplinary action against an Employee is involved, the Arbitration Board, single arbitrator or mediator-arbitrator may vary the penalty as is considered just and reasonable under the circumstances.
- (e) Where a grievance is heard by a three (3) member Board, the decision of a majority of the members is the decision of the Board, but if there is no majority, a decision of the Chairman governs and their decision is the decision of the Arbitration Board.

31.9 Arbitration Decisions

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

31.10 Procedures and Time Limits

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

- (c) It is clearly understood that time limits established herein are mandatory and are to be adhered to; however, where an arbitrator or arbitration board determines that there are reasonable grounds for extending the time for taking any step in the grievance process or arbitration procedure, the arbitrator or arbitration board may, notwithstanding Clauses 31.10(a) and (b), grant an extension, even after the expiration of the time, if, in its opinion, the other party would not be unduly prejudiced by the extension. In these situations, the onus is on the Party who fails to adhere to the time limits to prove the reasonableness for its failure to adhere to such time limits.

Article 32 Respectful Workplace

- 32.1 The Employer, Union and Employees are committed to having a safe and respectful workplace where discrimination and harassment are not tolerated.
- 32.2 There shall be no discrimination, harassment, coercion or interference by either party in respect of an Employee by reason of race, religious beliefs, colour, gender, gender identity, gender expression, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status, sexual orientation, or political affiliation of that Employee.
- 32.3 The Employer will ensure there is a workplace policy that supports an environment free of discrimination, bullying and harassment. Harassment and Sexual Harassment are defined in the Employer's Respectful Workplace policy as follows:
- (a) Harassment
- Workplace harassment is objectionable or unwelcome conduct by an employee, that the employee knew or ought reasonably to have known would harm or cause offence, humiliation, degradation, or embarrassment, or which generally causes a hostile, intimidating, or abusive work environment or otherwise adversely affects the health and safety of an employee.
- Bullying in the workplace is a form of harassment. Harassment can also be a form of discrimination when it relates to a person's race, religious beliefs, colour, gender, gender identity, gender expression, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status, sexual orientation or political affiliation, or any other protected ground of discrimination included in the *Alberta Human Rights Act*.
- While harassment often involves a pattern of behaviour, in some circumstances, a single incident may be severe enough to constitute harassment
- (b) Sexual Harassment
- Sexual harassment means any single or repeated incidents of objectionable or unwelcome conduct of a sexual nature, that an employee knows or ought reasonably to know would cause offence, humiliation, degradation, embarrassment or would reasonably be understood to place a condition of a sexual nature on the employment relationship. Sexual harassment is a form of sex- based discrimination. While harassment often involves a pattern of behaviour, in some circumstances, a single incident may be severe enough to constitute sexual harassment.

- 32.4 A complaint of Discrimination, Workplace Harassment or Workplace Sexual Harassment shall be submitted to the Employer. The Employer shall conduct an investigation in accordance with Respectful Workplace Policy and Guidelines. Employees are required to cooperate with the investigation. All complaints will be dealt with promptly and in a confidential manner. Investigations will be concluded within sixty (60) days from the date of the complaint where possible. The Employer may seek an extension of time from the Union, which will not be unreasonably denied.
- 32.5 If natural justice or procedural fairness has not been followed or if the outcome for the complainant under the Respectful Workplace Policy was not reasonable, an Employee shall have access to Article 31 to resolve the issue.
- 32.6 This Article does not affect the operation of a bona fide pension plan or terms or conditions of a bona fide group insurance plan. Further, this Article does not apply with respect to refusal, limitation, specification or preference based on a bona fide occupational requirement.
- 32.7 The Employer will not tolerate any form of retaliation against an Employee who, in good faith, makes a complaint of harassment or discrimination. Frivolous complaints or false allegations may be dealt with according to the Respectful Workplace Policy.
- 32.8 Nothing in this Article prevents an Employee who believes they are being harassed or discriminated against from filing a grievance or a complaint under the *Alberta Human Rights Act*.

Article 33 Term and Effective Date

- 33.1 This Agreement shall be effective from January 1, 2021 until March 31, 2024 and shall remain in effect thereafter until a replacement Agreement is established under the *Public Service Employee Relations Act*.
- 33.2 This Agreement may be amended during its term through mutual agreement in writing between the Employer and the Union.

Article 34 Employee Management Advisory Committee

- 34.1 The Committee shall consist of three (3) APS appointed members from APS Management and three (3) AUPE appointed members from the Bargaining Unit. One representative from each party will act as co-chair.
- 34.2 The Committee will function in accordance with established Terms of Reference.
- 34.3 The Committee will meet at least quarterly or more frequently as per the agreement of the Co-Chairs.
- 34.4 Co-Chairs
The Co-Chairs are responsible to
- (a) Plan and chair all meetings.
 - (b) Work with Committee members to ensure appropriate communication is provided.
 - (c) Model a problem-solving approach that supports APS's values of respect and collaboration.

(d) Ensure the Terms of Reference are reviewed by the Committee annually.

Members

Members are responsible to:

- (a) Attend meetings and be prepared to discuss the items on the agenda.
- (b) Represent the views of the Employee's stakeholders.
- (c) Model a problem-solving approach that supports APS's values of respect and collaboration.
- (d) Participate in ad hoc groups or teams when specific tasks are required.

34.5 APS will reimburse related expenses for members in accordance with applicable policies.

Article 35 Job Posting

35.1 When a new Permanent or Term position is created or when a vacancy occurs, and the Employer intends to fill the vacancy, the Employer shall post the position(s). Such postings shall be posted electronically for not less than seven (7) calendar days.

The posting shall contain the following information:

- (a) competition type (internal or external);
- (b) location(s) of the position, for information purposes only;
- (c) summarized duties and responsibilities;
- (d) qualifications and/ or competencies, as required;
- (e) employment status (Permanent or Term and Full-time or Part-time);
- (f) classification(s);
- (g) hours of work;
- (h) rate(s) of pay; and
- (i) if a Term Position is a replacement, project or term certain, the anticipated duration.

35.2 (a) In filling a new position or vacancy, appointments shall be made on the basis of the skills, training and knowledge of the applicants. The qualifications for the new position or vacancy shall be consistent with the responsibilities specified in the job description including acceptable performance.

(b) Subject to 35.2(a), wherever possible preference shall be given to internal applicants in order to establish a career service and to provide incentive and reward for good work performance and self-development.

(c) When factors as outline in 35.2(a) and (b) are considered equal by the Employer, length of service shall be the deciding factor.

- 35.3 Candidates who are unsuccessful on a competition, but are certified as qualified for the position, may be considered for positions in the same or a lower class for a period of three (3) months commencing on the date of appointment of the successful candidate. Using these candidates to fill additional vacancies that may occur within the three (3) month period shall be deemed not to be a violation of this Article.
- 35.4 (a) An Employee moved to a classification, which is one (1) Classification grade higher shall be provided a minimum five per cent (5%) increase.
- (b) An Employee moved to a classification, which is two (2) or more Classification grades higher shall be provided a minimum eight per cent (8%) increase.
- (c) An Employee at a minimum will receive an increase as outline in 35.4(a) or (b) but will also need to be placed into a step on the pay scale in Appendix "A".
- (d) A promotional pay increase will not result in an Employee being paid above the highest step on the pay scale for the new classification.

Article 36 Contracting Out

- 36.01 The Employer agrees it will not contract out services that will result in the displacement of Regular Employees without consultation and discussion with the Union.
- 36.02 The Union will be given at least sixty (60) days notice of any contracting out initiatives.
- 36.03 Decisions to contract out will be based on risk factors, economic factors and/or operational effectiveness.

Article 37 On-Call and Call-In

- 37.1 When an Employee is designated to be immediately available to return to work during a period in which the Employee is not on regular duty, they shall be paid the amount of one (1) hours pay at their regular rate for each Eight (8) hours on standby or major portion thereof on a day that is not a paid holiday. For standby on a paid holiday, the payment shall be one (1) hours pay at the regular rate for each six (6) hours on standby or major portion thereof.
- 37.2 When an Employee is called back to work during a period in which the Employee was on-call, they shall be compensated pursuant to Clause 37.1 for the hours they were on standby and paid pursuant to Clause 37.6 (Call-in Pay), for the hours worked on call back.
- 37.3 An Employee shall not normally be required to standby on two (2) consecutive weekends or two (2) consecutive Paid Holidays, where other qualified staff is available.
- 37.4 When an Employee, while on standby, is unavailable or unable to report to work when required, no compensation shall be granted for the total standby period.

- 37.5 Telephone Consultation
- (a) Employees who are formally designated by the Employer to receive urgent work-related telephone calls at home outside of the normal working hours shall be compensated at the applicable overtime rate for all time engaged in such calls. Notwithstanding the foregoing, if the time worked receiving a call and making or receiving additional telephone calls related to the original telephone call totals fifteen (15) minutes or less, an Employee shall be compensated a minimum of Fifteen (15) minutes. For compensation purposes, two (2) or more calls received within a thirty (30) minute period will be considered to be a single call.
 - (b) Compensation for responding to telephone call at home will not be paid in the circumstances in which the telephone *call* results in the Employee having to leave home and return to work. In such cases, the provisions of clauses 37.1 and 37.2 shall apply.

- 37.6 Call-In
- (a) When an Employee is called from home to work at a time outside their normal working hours, they shall be paid the overtime rate for the actual hours worked during such call-in and for the time they spend travelling to and from work; but, nevertheless, is guaranteed a minimum of three (3) hours pay or compensatory time off at their regular rate per call-in.
 - (b) When the call-in results in additional trips between the Employee's residence and their place of work mileage rates shall be paid by the Employer.
 - (c) There shall be no minimum guaranteed compensation nor compensation for time spent traveling if the call back is contiguous with a normal working period.

**Article 38
Parking**

- 38.1 An Employee shall not be charged a fee for an unreserved parking space at the Windermere worksite.

**Article 39
Remote Work**

- 39.1 Remote Work Definition
- (a) Remote Work is a formal arrangement for an alternative Employee workspace that can be in an Employee's home, or other approved location in Alberta, for one day or more a week in lieu of a designated office, cubicle or desk on company premises.
 - (b) Remote Workers are expected to meet all the responsibilities, perform all the duties and comply with all the policies that apply to any workers in similar roles, regardless of the location.
- 39.2 Terms of Participation
- (a) The Collective Agreement applies to Employees working remotely. Remote Workers shall sign an agreement with the Employer, which does not violate the terms of the Collective Agreement.

- (b) Remote Working is an option provided to Employees unless specifically required in the job description or in the terms of employment.
- (c) Remote Workers will not change salary, benefits, compensation, vacation or other benefits.
- (d) An Employee or the Employer may discontinue or amend Remote Work arrangements by providing thirty (30) calendar days written notice to the other Party or such shorter period as may be mutually agreed between the Employee and Employer.
- (e) In the event of an emergent situation, the Employer may terminate Remote Work and the thirty (30) calendar days notice period shall not apply. The Employee shall be directed to report to an assigned work-site when Remote Work is discontinued.
- (f) The Employer reserves the right to make on-site visits to the Remote Worker's home office or alternative workspace, at a mutually agreed on time to ensure that the designated workspace is safe and free from hazards and to maintain, prepare, inspect or retrieve APS owned equipment, software, and office supplies.
- (g) Employees working under this Article are part of the staff at APS and are expected to attend, from time to time, functions at the corporate office, including but not limited to staff meetings, education sessions, and corporate functions.

39.03

Equipment and Supplies

The following computing, telecom and office equipment are potential Remote Working requirements. Employees and their managers will need to determine which items will be appropriate for the specific role. Equipment will be driven by job requirements.

Table 1. Hardware, Telecom and Office Equipment

Equipment Needed	Provided by	Reimbursable
Computer or Laptop	APS	No
Monitor and keyboard	APS	No
Tablet	APS	No
Cisco Soft Telephone	APS	No
Mobile phone	APS/Employee	Dependent
Modem or Internet connection	Employee	No
Wireless router	Employee	No
Fax	N/A	No
Scanner	N/A	No
Printer	N/A	No
Copier	N/A	No

Table 2. Office Furniture and Supplies

Office Furniture and Supplies	Provided by:	Reimbursable
Ergonomic chair (if required)	APS	No
Desk	Employee	No
File cabinet/storage	Employee	No
Storage	Employee	No
Paper	N/A	No
Lock	Employee	Yes
General supplies	APS	As per annual Budget

39.4

Upon termination of employment, the Remote Worker must return all APS equipment and resources, including computers, telecom and office equipment.

Appendix "A" **Classifications and Pay**

Year 1	January 1, 2021 – 0% increase
Year 2	January 1, 2022 – 0% increase
Year 3	January 1, 2023 - 1.25% increase
Year 4	January 1, 2024 – 1.5% increase plus an additional 0.5% Gain Share Formula* (if applicable).

Gain Sharing Formula:

Alberta's 20-year average (2000-2019) of Real Gross Domestic Product (GDP) is 2.7%. Provided that the "Average of all Private Forecasts for Alberta's Real GDP" for 2023 Calendar Year is at or above 2.7% as of February of 2024, then an additional 0.5% will be added to wages retroactively effective January 1, 2024.

"Average of all Private Forecasts for Alberta's Real GDP" for 2023 Calendar Year would be a simple average of Alberta's Real GDP for 2023 across the following independent forecasting institutions:

- Conference Board of Canada
- Stokes Economics
- BMO Capital Markets
- CIBC World Markets
- Laurentian Bank
- National Bank
- RBC Royal Bank
- Scotiabank
- TD Bank

The most recent publicly available forecast for Alberta's Real GDP for 2023 would be sourced from each institution at the time the pay-out determination would be made in February 2024.

Red Circling

1. An Employee who has been "red circled" shall receive any negotiated increase as a lump sum payment, equal to the negotiated amount as a percentage of the employee's annual salary payable twice a year on the payday following July 1st, and December 15th, of the relevant years. Lump Sums are payable on paid hours in the previous six months. Red-circled Employees who leave the employ of the employer shall have the Lump Sum prorated.
2. An Employee's progression within the salary range for the Employee's Salary Classification shall be based on the following conditions:
 - (a) Employees will be eligible for an in-range pay adjustment on January 1 of each year.

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

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

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

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

		Increase	1	2	3	4	5	6	7	8	
9	Policy Analyst II										
		New July 1, 2022		\$85,990.00	\$88,358.00	\$90,791.00	\$93,291.00	\$95,860.00	\$98,500.00	\$101,213.00	\$104,000.00
				\$45.45	\$46.70	\$47.99	\$49.31	\$50.67	\$52.06	\$53.50	\$54.97
		January 1, 2023	1.25%	\$87,064.88	\$89,462.48	\$91,925.89	\$94,457.14	\$97,058.25	\$99,731.25	\$102,478.16	\$105,300.00
				\$46.02	\$47.28	\$48.59	\$49.93	\$51.30	\$52.71	\$54.17	\$55.66
January 1, 2024	1.5%	\$88,370.85	\$90,804.41	\$93,304.78	\$95,873.99	\$98,514.12	\$101,227.22	\$104,015.33	\$106,879.50		
		\$46.71	\$47.99	\$49.32	\$50.68	\$52.07	\$53.50	\$54.98	\$56.49		
January 1, 2024 (retroactive)	0.5% GSF	\$88,812.70	\$91,258.43	\$93,771.30	\$96,353.36	\$99,006.69	\$101,733.35	\$104,535.41	\$107,413.90		
		\$46.94	\$48.23	\$49.57	\$50.93	\$52.33	\$53.77	\$55.26	\$56.77		
8	Policy Analyst I										
		New July 1, 2022		\$82,035.03	\$84,227.19	\$86,520.73	\$88,877.62	\$91,297.87	\$93,819.49	\$96,379.12	\$98,964.10
				\$43.36	\$44.52	\$45.73	\$46.98	\$48.25	\$49.59	\$50.94	\$52.31
		January 1, 2023	1.25%	\$83,060.47	\$85,280.03	\$87,602.24	\$89,988.59	\$92,439.09	\$94,992.23	\$97,583.86	\$100,201.15
				\$43.90	\$45.08	\$46.30	\$47.57	\$48.85	\$50.21	\$51.58	\$52.96
January 1, 2024	1.5%	\$84,306.38	\$86,559.24	\$88,916.27	\$91,338.42	\$93,825.68	\$96,417.12	\$99,047.62	\$101,704.17		
		\$44.56	\$45.75	\$47.00	\$48.28	\$49.59	\$50.96	\$52.35	\$53.76		
January 1, 2024 (retroactive)	0.5% GSF	\$84,727.91	\$86,992.03	\$89,360.85	\$91,795.11	\$94,294.81	\$96,899.20	\$99,542.86	\$102,212.69		
		\$44.78	\$45.98	\$47.23	\$48.52	\$49.83	\$51.22	\$52.61	\$54.03		
7	Professional										
		January 1, 2020		\$82,035.03	\$84,227.19	\$86,520.73	\$88,877.62	\$91,297.87	\$93,819.49	\$96,379.12	\$98,964.10
				\$6,836.25	\$7,018.93	\$7,210.06	\$7,406.47	\$7,608.16	\$7,818.29	\$8,031.59	\$8,247.01
		January 1, 2021	0								
		January 1, 2022	0								
		January 1, 2023	1.25%	\$83,060.47	\$85,280.03	\$87,602.24	\$89,988.59	\$92,439.09	\$94,992.23	\$97,583.86	\$100,201.15
				\$6,921.71	\$7,106.67	\$7,300.19	\$7,499.05	\$7,703.26	\$7,916.02	\$8,131.99	\$8,350.10
January 1, 2024	1.5%	\$84,306.38	\$86,559.24	\$88,916.27	\$91,338.42	\$93,825.68	\$96,417.12	\$99,047.62	\$101,704.17		
		\$7,025.53	\$7,213.27	\$7,409.69	\$7,611.53	\$7,818.81	\$8,034.76	\$8,253.97	\$8,475.35		
January 1, 2024 (retroactive)	0.5% GSF	\$84,727.91	\$86,992.03	\$89,360.85	\$91,795.11	\$94,294.81	\$96,899.20	\$99,542.86	\$102,212.69		
		\$7,060.66	\$7,249.34	\$7,446.74	\$7,649.59	\$7,857.90	\$8,074.93	\$8,295.24	\$8,517.72		

		Increase	1	2	3	4	5	6	7	8	
6	Team Leader II Tech Prof III	January 1, 2020	\$70,896.82	\$72,822.88	\$74,799.63	\$76,839.73	\$78,917.85	\$81,072.00	\$83,302.18	\$85,557.70	
			\$5,908.07	\$6,068.57	\$6,233.30	\$6,403.31	\$6,576.49	\$6,756.00	\$6,941.85	\$7,129.81	
		January 1, 2021	0								
		January 1, 2022	0								
		January 1, 2023	1.25%	\$71,783.03	\$73,733.17	\$75,734.62	\$77,800.23	\$79,904.33	\$82,085.40	\$84,343.46	\$86,627.17
				\$5,981.92	\$6,144.43	\$6,311.22	\$6,483.35	\$6,658.69	\$6,840.45	\$7,028.62	\$7,218.93
		January 1, 2024	1.5%	\$72,859.77	\$74,839.16	\$76,870.64	\$78,967.23	\$81,102.89	\$83,316.68	\$85,608.61	\$87,926.58
		\$6,071.65	\$6,236.60	\$6,405.89	\$6,580.60	\$6,758.57	\$6,943.06	\$7,134.05	\$7,327.21		
January 1, 2024	0.5%	\$73,224.07	\$75,213.36	\$77,255.00	\$79,362.07	\$81,508.41	\$83,733.27	\$86,036.65	\$88,366.21		
(retroactive)	GSF	\$6,102.01	\$6,267.78	\$6,437.92	\$6,613.51	\$6,792.37	\$6,977.77	\$7,169.72	\$7,363.85		
5	Team Lead I Tech Prof II	January 1, 2020	\$62,597.01	\$64,269.65	\$66,030.98	\$67,804.98	\$69,642.34	\$71,555.73	\$73,507.14	\$75,496.56	
			\$5,216.42	\$5,355.80	\$5,502.58	\$5,650.42	\$5,803.53	\$5,962.98	\$6,125.59	\$6,291.38	
		January 1, 2021	0								
		January 1, 2022	0								
		January 1, 2023	1.25%	\$63,379.48	\$65,073.02	\$66,856.37	\$68,652.54	\$70,512.87	\$72,450.18	\$74,425.98	\$76,440.27
				\$5,281.62	\$5,422.75	\$5,571.36	\$5,721.05	\$5,876.07	\$6,037.52	\$6,202.16	\$6,370.02
		January 1, 2024	1.5%	\$64,330.17	\$66,049.11	\$67,859.21	\$69,682.33	\$71,570.57	\$73,536.93	\$75,542.37	\$77,586.87
		\$5,360.85	\$5,504.09	\$5,654.93	\$5,806.86	\$5,964.21	\$6,128.08	\$6,295.20	\$6,465.57		
January 1, 2024	0.5%	\$64,651.82	\$66,379.36	\$68,198.51	\$70,030.74	\$71,928.42	\$73,904.62	\$75,920.08	\$77,974.80		
(retroactive)	GSF	\$5,387.65	\$5,531.61	\$5,683.21	\$5,835.90	\$5,994.03	\$6,158.72	\$6,326.67	\$6,497.90		
4	Tech Prof I	January 1, 2020	\$56,996.23	\$58,605.50	\$60,189.44	\$61,798.71	\$63,496.69	\$65,232.68	\$66,968.67	\$68,793.36	
			\$4,749.69	\$4,883.79	\$5,015.79	\$5,149.89	\$5,291.39	\$5,436.06	\$5,580.72	\$5,732.78	
		January 1, 2021	0								
		January 1, 2022	0								
		January 1, 2023	1.25%	\$57,708.68	\$59,338.07	\$60,941.80	\$62,571.19	\$64,290.39	\$66,048.08	\$67,805.77	\$69,653.27
				\$4,809.06	\$4,944.84	\$5,078.48	\$5,214.27	\$5,357.53	\$5,504.01	\$5,650.48	\$5,804.44
		January 1, 2024	1.5%	\$58,574.31	\$60,228.14	\$61,855.93	\$63,509.76	\$65,254.75	\$67,038.81	\$68,822.86	\$70,698.07
		\$4,881.19	\$5,019.01	\$5,154.66	\$5,292.48	\$5,437.90	\$5,586.57	\$5,735.24	\$5,891.51		
January 1, 2024	0.5%	\$58,867.18	\$60,529.28	\$62,165.21	\$63,827.31	\$65,581.02	\$67,374.00	\$69,166.98	\$71,051.56		
(retroactive)	GSF	\$4,905.60	\$5,044.11	\$5,180.43	\$5,318.94	\$5,465.09	\$5,614.50	\$5,763.91	\$5,920.96		

		Increase	1	2	3	4	5	6	7	8	
3	T/AS III	January 1, 2020	\$49,342.67	\$50,647.83	\$52,041.69	\$53,498.90	\$54,956.12	\$56,413.34	\$57,984.60	\$59,555.86	
			\$4,111.89	\$4,220.65	\$4,336.81	\$4,458.24	\$4,579.68	\$4,701.11	\$4,832.05	\$4,962.99	
		January 1, 2021	0								
		January 1, 2022	0								
		January 1, 2023	1.25%	\$49,959.45	\$51,280.92	\$52,692.21	\$54,167.64	\$55,643.07	\$57,118.51	\$58,709.41	\$60,300.31
				\$4,163.29	\$4,273.41	\$4,391.02	\$4,513.97	\$4,636.92	\$4,759.88	\$4,892.45	\$5,025.03
		January 1, 2024	1.5%	\$50,708.84	\$52,050.14	\$53,482.59	\$54,980.16	\$56,477.72	\$57,975.28	\$59,590.05	\$61,204.81
		\$4,225.74	\$4,337.51	\$4,456.88	\$4,581.68	\$4,706.48	\$4,831.27	\$4,965.84	\$5,100.40		
January 1, 2024	0.5%	\$50,962.38	\$52,310.39	\$53,750.00	\$55,255.06	\$56,760.11	\$58,265.16	\$59,888.00	\$61,510.84		
(retroactive)	GSF	\$4,246.87	\$4,359.20	\$4,479.17	\$4,604.59	\$4,730.01	\$4,855.43	\$4,990.67	\$5,125.90		
2	T/ASII	January 1, 2020	\$43,146.32	\$44,312.10	\$45,528.56	\$46,783.03	\$48,037.50	\$49,342.67	\$50,647.83	\$52,029.01	
			\$3,595.53	\$3,692.67	\$3,794.05	\$3,898.59	\$4,003.13	\$4,111.89	\$4,220.65	\$4,335.75	
		January 1, 2021	0								
		January 1, 2022	0								
		January 1, 2023	1.25%	\$43,685.65	\$44,866.00	\$46,097.66	\$47,367.82	\$48,637.97	\$49,959.45	\$51,280.92	\$52,679.38
				\$3,640.47	\$3,738.83	\$3,841.47	\$3,947.32	\$4,053.16	\$4,163.29	\$4,273.41	\$4,389.95
		January 1, 2024	1.5%	\$44,340.94	\$45,538.99	\$46,789.13	\$48,078.34	\$49,367.54	\$50,708.84	\$52,050.14	\$53,469.57
		\$3,695.08	\$3,794.92	\$3,899.09	\$4,006.53	\$4,113.96	\$4,225.74	\$4,337.51	\$4,455.80		
January 1, 2024	0.5%	\$44,562.64	\$45,766.68	\$47,023.07	\$48,318.73	\$49,614.38	\$50,962.38	\$52,310.39	\$53,736.92		
(retroactive)	GSF	\$3,713.55	\$3,813.89	\$3,918.59	\$4,026.56	\$4,134.53	\$4,246.87	\$4,359.20	\$4,478.08		
1	T/ASI	January 1, 2020	\$37,583.55	\$38,597.27	\$39,687.01	\$40,764.09	\$41,841.16	\$42,968.92	\$44,096.68	\$45,300.47	
			\$3,131.96	\$3,216.44	\$3,307.25	\$3,397.01	\$3,486.76	\$3,580.74	\$3,674.72	\$3,775.04	
		January 1, 2021	0								
		January 1, 2022	0								
		January 1, 2023	1.25%	\$38,053.34	\$39,079.73	\$40,183.10	\$41,273.64	\$42,364.18	\$43,506.03	\$44,647.89	\$45,866.73
				\$3,171.11	\$3,256.64	\$3,348.59	\$3,439.47	\$3,530.35	\$3,625.50	\$3,720.66	\$3,822.23
		January 1, 2024	1.5%	\$38,624.14	\$39,665.93	\$40,785.85	\$41,892.74	\$42,999.64	\$44,158.62	\$45,317.61	\$46,554.73
		\$3,218.68	\$3,305.49	\$3,398.82	\$3,491.06	\$3,583.30	\$3,679.89	\$3,776.47	\$3,879.56		
January 1, 2024	0.5%	\$38,817.27	\$39,864.26	\$40,989.78	\$42,102.21	\$43,214.64	\$44,379.42	\$45,544.20	\$46,787.50		
(retroactive)	GSF	\$3,234.77	\$3,322.02	\$3,415.81	\$3,508.52	\$3,601.22	\$3,698.28	\$3,795.35	\$3,898.96		

IN WITNESS WHEREOF, the Parties have executed this Collective Agreement by affixing hereto the signatures of their proper officers in that behalf.

Signed this 12th day of July, 2022.

ON BEHALF OF ALBERTA PENSIONS
SERVICES CORPORATION

Tamara Janzen

Noha El-Banna
WITNESS

ON BEHALF OF THE ALBERTA UNION
OF PROVINCIAL EMPLOYEES

G. Smith

[Signature]
WITNESS

Letter of Understanding #1

between

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

and

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

Flexible Spending Account

The FSA will be administered as follows:

1. Eligibility

- (a) A FSA shall be implemented for all Full-time Employees eligible for benefits in accordance with Article 19.
- (b) A Part-time Employee shall be prorated based upon their Full-time equivalency (FTE).

2. Calculation

The FSA will be calculated as follows:

One thousand two hundred dollars and fifty (\$1,250.00) will be allocated to each eligible Full-time Employee and pro-rated for each eligible Part-time Employee based on their FTE as of December 31st of each year. Employees hired during the course of the calendar year will receive a prorated amount based on their FTE.

3. Utilization

There are two distinct spending accounts:

Health Spending Account	Used for eligible Reimbursement for health and dental expenses that are eligible medical expenses in accordance with the <i>Income Tax Act</i> and are not covered by the benefit plans specified in Article 19 of the Collective Agreement.
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Personal Spending Account	Used in accordance with the service providers guidelines and outlined below.
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Personal Development

- (a) Reimbursement for expenses associated with personal development including but not limited to:
 - (i) Courses, seminars, conferences or classes in an area of personal interest
 - (ii) books or publications required for a course, seminar conference or classes the employee is taking
 - (iii) Electronic books, text and magazine subscriptions with a focus on personal development;

- (b) Reimbursement for the cost of professional registration or voluntary association fees related to the Employee's Discipline, which are not covered by the employer.

Fitness

- (a) To cover expenses that improves an Employee's overall wellbeing and physical health, which includes, but not limited to:
 - (i) Fitness Centre membership and Fitness classes;
 - (ii) Sports related memberships;
 - (iii) Certified Instruction (personal trainer)
 - (iv) Sports and Fitness equipment including home exercise equipment and fitness devices;
 - (v) Nutritional education programs (e.g. diet programs)

Technology

- (a) Includes, but not limited to:
 - (i) Computers
 - (ii) Computer equipment and repair
 - (iii) Internet services, software and hardware
 - (iv) Cell Phone and accessories
 - (v) GPS (Car or hand- held)

Retirement Savings

Group Retirement Savings which consists of the:

- Registered Retirement Savings Plan (RRSP) and;
- Tax-Free Savings Account (TFSA).

* Please note that the word Group refers to the money going into a fund, each Employee will have their own login for their accounts from the provider.

4. Allocation

Eligible Employees who have entitlements under the Flex Spending Account must allocate all funds to their respective categories by December 1st of each year for the subsequent year.

Impacts to taxation are as follows:

Health Spending Account	This is a non-taxable benefit.
Personal Spending Account	Only amounts used under the Personal Spending Account will be applied as a taxable benefit to the employee.
Registered Retirement Savings Plan	The Group RRSP is a non-taxable benefit. However, any withdrawals made from this account shall incur taxes, unless it is being transferred to another Registered Retirement Savings Plan.

Tax-Free Savings Account

All amounts allocated to the Group TFSA are considered taxable income. Any withdrawals made from this account, however, are tax-free. This includes direct withdrawal of funds to a personal bank account or transfer to a personal TFSA.

- (a) Any unused allocation in an employee's FSA as of December 31st of each calendar year may be carried forward for a maximum of one (1) calendar year.
- (b) Reimbursement will be provided by the FSA administrator upon submission of an original receipt. Employees may submit claims for reimbursement of eligible expenses at anytime during the benefit year.

5. Implementation

- (a) Where the Employer is the administrator of the account, it shall do so in accordance with the terms and conditions in the Letter of Understanding governing the FSA.
- (b) Where the Employer chooses to contract with an insurer for the administration of the FSA, the administration of the Account shall be in accordance with the terms and conditions in the Letter of Understanding governing the FSA and subject to the terms and conditions of the applicable contract. A copy of this contract shall be provided to the Union.
- (c) The FSA shall be implemented and administered in accordance with the *Income Tax Act* and applicable Regulations in effect at the time of implementation and during the course of operation of the FSA.

Tamara Janzen
On behalf of the Employer

G. Smith
On behalf of the Union

July 12, 2022
Date

July 12, 2022
Date

Letter of Understanding #2

between

Alberta Pensions Services Corporation

(hereafter referred to as the "Employer")

and

The Alberta Union of Provincial Employees

Local 118 Chapter 013

(hereafter referred to as the "Union")

APS Employee Referral Ambassador Program

Finding and keeping great people is a significant challenge in today's workplace and Alberta Pensions Services Corporation is no different. The Corporation reinforces a positive workplace culture and we can look to our own employees as recruiters in the role of attracting new employees to our talent pool.

To recognize and reward employees for taking an active hand in making job seekers aware of the benefits and opportunities related to employment at APS we offer the following incentive:

- When a permanent and/or temporary employee recommends a qualified candidate for a suitable competition and the referral is hired as a permanent and/or temporary employee, a referral payment will be paid, in two installments for a total award of \$500.00. The referred candidate must be external.
- The first installment will be paid at the time of hire in the amount of \$100.00.
- The second installment, in the amount of \$400.00, will be paid after the new employee has successfully completed their six (6) month probationary period.
- Award payments will be included in the employee's regular pay cheque and will be subject to all applicable withholdings.

The referring employee must:

- Be employed at the time of the referral and at the time of the award payments.
- Approach the Human Resources Generalist responsible for the posting, in person or via email, prior to the referred candidate applying for an open position. Additionally, the name of the referring employee must be clearly indicated on the front page of the referred candidate's employment application.

Employees not eligible to participate are:

- Human Resource staff involved in the staffing process.
- Supervisors or Managers involved in recruiting or hiring an employee who will report either directly or indirectly to them.
- Any individual in the chain of command and/or having authority over the hiring decision.
- Executive Committee members.

In the event the same candidate is referred by more than one employee, the person who approaches the Human Resources Generalist first will receive credit for the referral.

Awards will not be made for re-hires.

Tamara Janzen

On behalf of the Employer

C. Smith

On behalf of the Union

July 12, 2022

Date

July 12, 2022

Date

Letter of Understanding # 3

between

Alberta Pensions Services Corporation

(hereafter referred to as the "Employer")

and

The Alberta Union of Provincial Employees

Local 118 Chapter 013

(hereafter referred to as the "Union")

Compressed or Flexible Hours of Work

1. This Letter of Understanding sets forth terms and conditions of employment to be observed where the Employer utilizes any form of compressed or flexible system of normal hours of work.
2. The Parties agree that Employees and the Employer may examine the feasibility of entering into a compressed or flexible work week system. Provided that services are not adversely affected and there are no operational difficulties, the Employer may implement a flextime or compressed work week system of hours of work, but participation by an Employee in such systems shall be voluntary. The Employer reserves the right to give final approval regarding any Employee's participation in either flextime or a compressed system of hours of work.
3. The Employer has the sole right to determine the number of Employees who are required to be at work. However, upon entering into a flextime system, the Employees are entitled to have the first opportunity to plan their work schedule, within the flextime system, whereby they may arrange their starting times, lunch periods and finishing times on a daily basis, in keeping with the Employer's operational requirements.
4. An Employee participating in a flextime system of hours of work will be allowed a ten (10) hour carry over, either in the way of a bank or a deficit, and regular monthly salary shall be paid provided the Employee's time is within these limits and the variance is approved by the Employer. An Employee may not accumulate a bank in excess of ten (10) hours, and if at the end of any month his deficit is more than ten (10) hours, he shall be deducted for those hours that are in excess of ten (10) hours. Hours shall not be banked unless the Employee has actually worked more than normal hours of work.
5. The banked hours may be taken, as time off with pay. Employee preference in this regard shall be honoured where operational requirements permit.
6. Authorized overtime hours worked outside of flex or core times may not be used to cover off deficits pursuant to Section (4) above.
7. In the event the flextime or compressed work week system of hours of work does not result in the provision of a satisfactory service, or is deemed by the Employer to be impractical for other reasons, the Employer may require a return to normal hours of work in which case Employees shall be provided advance notice of two (2) weeks.
8. An Employee who is working according to a flexible or compressed work week system may opt for normal hours of work by providing the Employer advance notice of two (2) weeks.

9. Employees working according to a compressed work week system of hours of work will have benefits and entitlements which are expressed in terms of daily or weekly entitlements, converted to produce the equivalent hours of benefits and entitlements as they would have had if the work week had not been compressed. This will result in no loss or gain in Employee benefits and entitlements.
10. Casual employees are excluded from compressed and flexible work arrangements.
11. Where applicable these provisions shall have force and effect in lieu of Articles 12 and 13 of this Collective Agreement.
12. During the life of the Collective Agreement, the Union or the Employer can give notice to withdraw from the Letter of Understanding with three (3) months written notice.
13. This Letter of Understanding is subject to review when the Collective Agreement is due for negotiation.

Tamara Janzen

On behalf of the Employer

G. Smith

On behalf of the Union

July 12, 2022

Date

July 12, 2022

Date

Letter of Understanding #4

between

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

and

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

Employment of Retired Employees

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

Tamara Janzen
On behalf of the Employer

G. Smith
On behalf of the Union

July 12, 2022
Date

July 12, 2022
Date

Letter of Understanding #5

between

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

and

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

Vehicle Allowance

Vehicle Allowance Policy

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

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

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

Tamara Janzen
On behalf of the Employer

G. Smith
On behalf of the Union

July 12, 2022
Date

July 12, 2022
Date

Letter of Understanding # 6

between

Alberta Pensions Services Corporation

(hereafter referred to as the "Employer")

and

The Alberta Union of Provincial Employees

Local 118 Chapter 013

(hereafter referred to as the "Union ")

Red Circling Due to Changes to Positions as a Result of the 2018 Classification Review

WHEREAS the Employer has undertaken a review of the Classifications of positions throughout the organization; and

WHEREAS it is the desire of the Employer to recognize equity among Employees for the work being performed; and

WHEREAS it is recognized that some Employees may be affected by having their current positions assigned to a Classification with a lower pay band; and

WHEREAS the Employer recognizes there may be a financial impact to Employees whose positions have moved to a lower pay band; and

THEREFORE, the Parties agree, in order to minimize the impact for Employees whose positions are placed in a lower pay band, the following process will be used for implementation of Red Circling.

1. The positions affected by the Classification Review will be moved to the new pay band upon the implementation date of the Review.
2. Employees who have submitted a classification review request prior to the 2018 classification review, if successful, will have any upward allocation of their pay band effective from the date the original classification review was submitted.
3. Employees whose positions have been moved into a lower pay band, will be placed on the step in the lower pay band closest to their current rate of pay which does not provide an increase to their current rate of pay.
4. Employees who have been moved to a lower pay band will continue to receive increments, where applicable. The rate of pay for Employees who are placed in a lower pay band will be red-circled. Employee's rates of pay will remain the same until the rate of pay on the lower pay band is equivalent to or greater than their rate of pay.
5. Employees who are "red circled" shall receive any negotiated increase on the wage grid as a lump sum payment, equal to the negotiated amount as a percentage of the Employee's annual salary. Lump sum payments will be made twice per year in July and January for hours worked in the previous six (6) months. An Employee who leaves the employment of the Employer shall be entitled to the lump sum payment on a pro rata basis.
6. The provisions of this Letter of Understanding shall end for an Employee under the following conditions:
 - (a) When the Employee ceases to be an Employee;
 - (b) When the Employee applies for and is appointed, promoted, or transferred to a different classification;

- (c) Upon successful Appeal of the decision of the placement of the Employee's position under Article 9;
 - (d) When the current Basic Rate of Pay of the Employee's new Classification meets or exceeds the Employee's current Basic Rate of Pay.
7. The Application of this Letter of Understanding is limited to Classification changes made through the 2018 Classification Review.

Tamara Janzen

On behalf of the Employer

G. Smith

On behalf of the Union

July 12, 2022

Date

July 12, 2022

Date

Letter of Understanding #7

between

Alberta Pensions Services Corporation

(hereafter referred to as the "Employer")

and

The Alberta Union of Provincial Employees

Local 118 Chapter 013

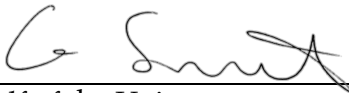
(hereafter referred to as the "Union ")

Workload

1. Excessive workload is of concern to Employees, the Union and the Employer. Workload may be impacted by numerous factors, which may include seasonality, surge periods, staff shortage and increased demands. It is agreed excessive workload concerns represent ongoing issues.
2. Where an Employee or group of Employees is concerned they cannot complete daily assignments or meet their manager's expectations regarding their work obligations they shall have the right to file a written complaint regarding their workload. Workload complaints shall be filed directly to the manager or designate, who shall meet, within fourteen (14) days of the complaint being filed, with the Employee or group of Employees and a representative of the Union, if so desired by the Employee or group of Employees, to discuss and seek to resolve the specifics of the complaint.
3. The Parties agree to consider the complaint and will, in good faith, work toward improving processes, creating efficiencies, and assessing resources available to respond to workload issues. The Manager shall provide the proposed resolution in writing.
4. Should the matter not be resolved with the manager or the measures put in place not result in a reduced workload within sixty (60) days, the complaint can be elevated to the applicable Vice-President, or designate. The Vice-President or delegate shall within fourteen (14) days of receiving the complaint meet with the Employee or group of Employees and a representative of the Union, if so desired by the Employee or group of Employees, to discuss and seek to resolve the specifics of the complaint.
5. Extension of Timelines shall not be unreasonably be denied.
6. The application of the processes and timelines in this Letter of Understanding are subject to the Grievance and Arbitration Process in Article 31. The outcome(s) of the workload complaint process is not subject to the Grievance and Arbitration Process in Article 31.
7. Within 60 days prior to the expiration of this Collective Agreement, representatives of the Union and the Employer will meet to discuss the effectiveness of this approach to resolving workload issues.



On behalf of the Employer



On behalf of the Union

July 12, 2022

Date

July 12, 2022

Date

Letter of Understanding # 8

between

Alberta Pensions Services Corporation

(hereafter referred to as the "Employer")

and

The Alberta Union of Provincial Employees

Local 118 Chapter 013

(hereafter referred to as the "Union ")

Employment Security

The Parties share an interest in ensuring quality services for stakeholders. This letter of understanding shall provide Employment Security for Permanent Bargaining Unit Employees who deliver and support those services for the term identified herein.

The provisions of Article 29 Workforce Reductions will be suspended for Permanent Bargaining Unit Employees and be replaced by the provisions contained below for the term of this letter of understanding.

Where the Employer determines that organizational restructuring is required that may impact encumbered positions in the Bargaining Unit, the Parties agree:

1. There will be no involuntary loss of employment for Permanent Bargaining Unit Team Members, as a result of organizational restructuring.
2. To achieve the preceding, the Parties recognize that:
 - (i) adjustments in the workforce may occur through attrition and redeployment,
 - (ii) all retention options will be explored, and
 - (iii) Employees will "remain whole", and where an Employee is faced with an involuntary reduction to pay or Permanent position status (Full-time or Part-time) any shortfalls will be remedied.

The provisions agreed to in this letter of understanding shall have effect on the date of ratification of the collective agreement and shall remain in effect until December 31, 2022.

Tamara Janzen
On behalf of the Employer

G. Smith
On behalf of the Union

July 12, 2022
Date

July 12, 2022
Date

Letter of Understanding #9

between

Alberta Pensions Services Corporation

(hereafter referred to as the "Employer")

and

The Alberta Union of Provincial Employees

Local 118 Chapter 013

(hereafter referred to as the "Union")

Voluntary Severance

This Letter of Understanding will be used to calculate severance for those Employees who request, and are approved for, Voluntary Separation in accordance with Article 29: Workforce Reductions.

1. Severance will be offered as a result of organizational changes that result in workforce reductions in the number of Permanent Employees in the bargaining unit.
2. For Permanent Employees who have been approved for Voluntary Severance, the Employer will offer the following severance to Permanent Employees:

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

3. For purposes of severance, continuous employment will be calculated from the last date of hire recognized with the Employee's current Employer.
4. A Permanent Employee who accepts severance pay as described above shall have terminated their employment, with no further rights to recall.
5. (a) Employees who select severance will not be eligible for rehire by Alberta Pension Services or Plan Corporations, for the period of the severance (which for the purpose of clarity means the period of time equal to the number of weeks of severance paid to the Employee).
- (b) The Employee may be considered for hire by an Employer referred to in (a) provided they repay the Employer from whom severance was received, the difference, if any, between the time they were unemployed and the length of time for which the severance was paid.

6. Severance pay provided under this Letter of Understanding shall be deemed to be inclusive of any and all legislative requirements for termination notice, and shall be subject to all statutory deductions.

Tamara Janzen
On behalf of the Employer

G. Smith
On behalf of the Union

July 12, 2022
Date

July 12, 2022
Date