

Public Service Employment Regulation

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Part 1

Definitions

1 In this Regulation, unless the context otherwise requires:

- (a) “bargaining unit” means employees under the *Public Service Act* designated to be represented by a trade union as the certified bargaining agent;
- (b) “benchmark position” means a description of duties or a job approved as representative of a kind and level of work;
- (b1) deleted; November 1, 2009
Sec (b1) Deleted M.O. 9/2009, Nov-1-2009
- (b2) “benefit partner” means an individual with whom the eligible employee is currently cohabitating; and
 - (a) who is not related by blood or adoption and with whom the eligible employee has been in an adult interdependent relationship for a continuous period of at least twenty-four months and the eligible employee has declared in writing to be a benefit partner; or
 - (b) who is not related by blood or adoption and with whom the eligible employee has been in an adult interdependent relationship for a continuous period of at least thirty-six months; or
 - (c) who has entered into an adult interdependent partner agreement with the eligible employee under the *Adult Interdependent Relationships Act*; or
 - (d) who is in an adult interdependent relationship with the eligible employee and there is a child of the relationship by birth or adoption;
Sec (b2) Added M.O. 14/2012, Oct-3-2012
- (c) “Board of Review” means a Board established by the Public Service Commissioner for the internal review of a disciplinary decision for non-union employees;
- (d) “break in service” means an interruption in service caused by a termination of employment. In case of wage employees, more than a 90 calendar day period of no work is also considered a break in service;
- (e) “class” means a distinct kind and level of work;
- (f) Repealed October 1, 2007;

- (g) “Collective Agreement” means the agreement between the Crown in the right of Alberta and the Alberta Union of Provincial Employees, concluded pursuant to Part 5 of the *Public Service Employee Relations Act* that applies to an employee in the bargaining unit;
- (h) “continuous employment” or “continuous service” means any period of employment that is not interrupted by a break in service;
- (i) “demotion” means the assignment of an employee to a position with a class assigned a lower maximum salary;
- (i1) Deleted, October 3, 2012

Sec (i1) Deleted M.O. 14/2012, Oct-3-2012
- (j) Repealed October 1, 2007;
- (k) “elimination period” means 80 consecutive normal work days or the number of hours of work equivalent to 80 normal work days, starting from the day an employee stops work, or partially stops work, because of bodily injury or illness;
- (l) “employer” means the Crown in the Right of Alberta as represented by the Public Service Commissioner or deputy head;
- (m) “excluded class” means a class not included in the bargaining unit pursuant to the *Public Service Employee Relations Act*;
- (n) “excluded employee” means an employee in a class or position not included in the bargaining unit pursuant to the *Public Service Employee Relations Act*;
- (o) “full time” means working all of the normal hours of work designated to the assigned class;
- (p) “functional profile” means a written list of duties for a job;
- (p1) “general increase” means a government approved salary adjustment to reflect changing economic conditions;
- (q) Repealed October 1, 2007;
- (r) “increment” means a one-pay period difference within a pay grade assigned to a bargaining unit classification or a 4% increase for an Opted Out and Excluded classification listed within Schedule 1 Part 2-A and Part 2-B;
- (r1) “job description” means a written list of duties for a particular job;
- (s) “Management Job Evaluation Appeal Board” means a classification appeal board appointed by the Minister to review evaluations within and into the Management Job Evaluation Plan;

- (t) “Management Job Evaluation Plan” means the classification plan for management positions;
- (u) “manager” means an employee appointed to a job in the Management Job Evaluation Plan;
- (v) “merit salary adjustment” means an approved salary adjustment based on satisfactory performance;
- (w) “month” means a calendar month;
- (x) “normal place of work” means the assigned location where principal duties of work are performed;
- (y) “opted out employee” means an employee in a position assigned a class not included in the bargaining unit pursuant to the *Public Service Employee Relations Act*;
- (z) “over-range salary” means a salary greater than the maximum salary of the assigned class;
- (aa) “overtime” means authorized hours worked that exceed the normal daily hours, including authorized travel time;
- (bb) “part time” means working less than the normal hours of work designated to the assigned class;
- (cc) “pay band” means a salary range assigned to a class set out in Schedule 2 for Management Employees;
- (dd) “pay grade” means a salary range to which a class is assigned;
- (ee) “pay period” means a salary rate within a pay grade;
- (ff) “pay zone” means an established boundary within a pay band set out in Schedule 2 for Management Employees;
- (gg) “permanent employee” means an employee who has successfully completed the probationary period and occupies a permanent position;
- (hh) “permanent position” means a position established for an indefinite period of continuous employment;
- (ii) “Point Rating Evaluation Plan” means the classification plan for non-management positions;
- (jj) Repealed October 1, 2007;

- (kk) “prior service” means any recognized employment before the last date of hire;
- (ll) “probationary period” means the period of time during which a probationary employee’s suitability is assessed for permanent or temporary appointment;
- (mm) “promotion” means the appointment of an employee to a position with a higher maximum salary;
- (nn) “salary” means the rate an employee is paid that corresponds to the Official Pay Plan for the assigned class;
- (oo) “salary modifier” means a salary adjustment paid in addition to regular earnings on a bi-weekly basis for specific conditions;
Sec 1(oo) Amend. M.O. 7/2009, Oct-1-2009
- (pp) “salary range” means the range of salaries set out in the Official Pay Plan and includes both the minimum and maximum salaries in the range;
- (qq) deleted; Ministerial Order 9/2009, Nov-1-2009
Sec 1(qq) Deleted M.O. 9/2009, Nov-1-2009
- (qq1) “spouse” means a person to whom the employee is legally married;
Sec 1(qq1) Added M.O. 14/2012, Oct-3-2012
- (rr) “temporary employee” means an employee who has successfully completed the probationary period and occupies a temporary position;
- (ss) “temporary position” means a position established for a limited period of continuous employment;
- (tt) “union” means the Alberta Union of Provincial Employees;
- (uu) “work day” means any day on which employees are expected to be at their place of employment;
- (vv) “year of employment” means each consecutive period of 12 months from the date an employee last started work, including continuous wage service.

Part 2

Application

2 General

- (1) This Regulation applies to employees of the Alberta Public Service except as provided in subsections (2), (3) and (4).
- (2) Employees who are members of the bargaining unit are covered under the terms of the Collective Agreement. If any section of this Regulation is a term, condition, or entitlement that is addressed in the Collective Agreement, the Collective Agreement supersedes this Regulation in all cases.
- (3) Sections of this Regulation that are specific to management or opted out or excluded or bargaining unit employees will not apply to categories of employees that are not so specified and in no case will a section be interpreted otherwise.
- (4) Employees hired on wages or through a contract of employment are not covered by this Regulation unless a provision of the Regulation or the contract of employment specifically identifies that it applies.

Wage Employees

3 Entitlements for Wage Employees

A wage employee is paid an hourly rate of pay based on the class assigned, and:

- (a) instead of paid holidays, at 5.2 percent of regular wage earnings; and
- (b) for working on a paid holiday, pay at one and one-half times the applicable hourly rate for hours worked up to the equivalent normal daily hours, and double time thereafter; and
- (c) instead of annual vacation pay, at 6 percent of regular wage earnings.

4 Entitlements for 1,450 Hour Wage Employees

- (1) Benefit entitlements for wage employees change when they have worked 1,450 hours. A wage employee has worked 1,450 hours when:
 - (a) the hours worked include only straight time hours worked as a wage employee or in a salaried position, and do not include overtime hours; and

- (b) the hours are worked in the previous 12 months accumulated in any department or class.
- (2) In addition to the entitlements in Section 3, a wage employee who has worked 1,450 hours is entitled to:
 - (a) six full days of sick leave, renewable annually; and
 - (b) one percent of regular wages in addition to regular wages.
- (3) The 6 days of sick leave, referred to in sub-section (2)(a), can be administered on an hourly basis and can be used for medical appointments as well as for illness leave. Departments can require proof of attendance or provision of a medical certificate.
- (4) The effective date for starting additional entitlements is the day after the 1,450 hours are attained.
- (5) The additional entitlements cease for an employee hired on wages who has worked 1,450 hours
 - (a) at the time when the employee, at the employee's discretion, incurs a break in service, or
 - (b) 91 calendar days after the employee's employment was terminated, if the employee has not been rehired.
- (6) An employee whose additional entitlements cease under subsection (5) must, after the additional entitlements cease, meet the qualifications in subsection (1) in order for the additional entitlements to be reinstated.

Sec 4(5) Amend M.O. 01/2019, Mar-5--2019

Sec 4(6) Added M.O. 01/2019, Mar-5-2019

5 Entitlements for 2,850 Hour Wage Employees

- (1) The benefit entitlements for wage employees change when they have worked for 2,850 hours. A wage employee has worked 2,850 hours when:
 - (a) the hours include only straight time hours worked as a wage employee or in a salaried position, including any paid leave, and do not include overtime hours; and
 - (b) the hours are worked in the previous 24 months. The 24 months must be worked in the same department. When the wage employee continues to work in a newly created department following a change of name, merger, or dissolution, this work will be included in the 2,850 hours.

- (2) A wage employee who has satisfied the 2,850 hour requirement is entitled to the same provisions as an employee appointed to a temporary position as set out in Section 8.
- (3) The effective date for starting additional entitlements is the first day of the bi-weekly pay-period following the date that the 2,850 hours are attained.

Sec 5(3) Amend. M.O. 7/2009, Oct-1-2009

5.1 Permanent Employee Considered for Wage Employment

A permanent employee who intends to resign or has resigned and is being considered for wage employment may make a request to the deputy head that the employee be entitled to payments, in accordance with section 3, applicable to a new wage employee.

Sec 5.1 Added M.O. 01/2019, Mar-5-2019

6 Termination Notice for Wage Employees

In this section, continuous employment is defined as any period of employment that does not include a break in service of more than ninety (90) days.

- (1) A wage employee who does not have 2 years of continuous employment must receive 5 work days' notice of termination or 1 day's pay for each work day by which the notice is short.
- (2) A wage employee who has at least 2 years of continuous employment immediately preceding the date the employment ends must receive 1.5 working weeks' notice of termination of employment for each complete year of service to a maximum of 25 weeks, or the employer may pay the employee instead of part or all of this notice period.

Temporary Employees

8 Entitlements for Temporary Employees

Individuals appointed to temporary positions are entitled to the same benefits as permanent employees, except:

- (a) the provisions of position abolishment do not apply; and
- (b) they are entitled to general sick leave benefits only in those months they would have been employed had they not become ill or disabled; and
- (c) they are eligible for LTDI benefits only for the period they are disabled, up to 24 months if:
 - (i) they have 1 year of continuous employment in a temporary position by the end of the elimination period; and

- (ii) in the deputy head's opinion, the temporary position has or would have continued throughout the elimination period.

If the employee is eligible to participate in a public sector pension plan, they will upon appointment, become a member of the Public Service Pension Plan or the Management Employees Pension Plan.

Part Time Salaried Employees

9 Entitlements for Part Time Salaried Employees

- (1) Part time salaried employees are entitled to salary, benefits, modifiers, allowances, and paid leave entitlements based on the percentage of time they work compared to a full time salaried employee.
- (2) All entitlements are reduced to an hourly basis, and any absence for which a part time employee uses an entitlement is calculated on an hour-for-hour basis.
- (3) Part time employees are entitled to holiday pay as calculated by 5 per cent of the employee's salary (wages, vacation and general holiday pay) earned in the 4 weeks immediately preceding a holiday.
- (4) When benefit plans have a fixed premium payment, part time employees pay the same premium as a full time employee and receive the same benefits.

Sec 9 Repealed and Replaced M.O. 02/2018, Feb-4-2018

Contract Employment

10 Conditions for Contract Use

- (1) Subject to this Regulation, a department head may, on behalf of the Government, enter into a contract of employment with any person, providing that a contract is justified by operational, budgetary, and market considerations.
- (2) Under no circumstances is a contract of employment to be used for a person filling a bargaining unit position, providing a bargaining unit service, or occupying a class represented by the Alberta Union of Provincial Employees.
- (3) All contracts of employment must comply with the guidelines issued by the Public Service Commissioner.

11 Delegation of Authority to Establish Guidelines for Contract Employment

- (1) The Public Service Commissioner may delegate to a deputy head the authority to establish guidelines for contract use for specific positions or classes of positions.
- (2) In exceptional circumstances, with Treasury Board approval, the Public Service Commissioner can approve compensation in excess of the guidelines.

Part 3

Hours of Work

12 Normal Government Office Hours

Government offices are open from 8:15 a.m. to 4:30 p.m., Monday to Friday, except on recognized holidays, unless the deputy head orders otherwise.

13 Hours of Work

- (1) Normal hours of work for opted out and excluded employees are 36 ¼ hours per week, or the equivalent, on a bi-weekly, monthly or annual basis.
- (2) Hours of work for opted out or excluded employees who do not work normal hours, flex time hours, or under an hours of work averaging arrangement are equivalent to normal hours on a monthly or annual basis.

Sec 13(2) Amend M.O. 05/2022, Apr-14-2022
Sec 13(2) Amend M.O. 02/2018, Feb-4-2018

- (3) The hours of work for managers are not stipulated since the emphasis is on achieving results. Managers are expected to work the hours needed to fulfill their responsibilities.

Sec 13 Del and Replaced M.O. 1/2011

14 Flexible Hours

Except as provided by the Public Service Commissioner, a deputy head may implement a flex time system or agree to an hours of work averaging arrangement if:

- (a) the normal work hours specified in the Collective Agreement and in Section 13 are not exceeded (taking into account allowable carry-over); and
- (b) department offices remain open between 8:15 a.m. and 4:30 p.m., Monday to Friday, except for recognized holidays; and
- (c) service to the public is maintained.

Sec 14 Amend M.O. 05/2022, Apr-14-2022
Sec 14 Amend M.O. 02/2018, Feb-4-2018

15 Flex Times

The times of work under the flex time system are as follows:

- (a) the flexible periods are from:
 - (i) 7:00 a.m. to 9:00 a.m.; and
 - (ii) 11:30 a.m. to 1:30 p.m.; and
 - (iii) 3:30 p.m. to 7:00 p.m.
- (b) the core periods are from:
 - (i) 9:00 a.m. to 11:30 a.m.; and
 - (ii) 1:30 p.m. to 3:30 p.m.

Sec 15(a) Amend M.O. 05/2022, Apr-14-2022

16 Hours of Work Averaging Arrangements

- (1) Subject to subsection 23.1 of the Employment Standards Code, a deputy head and an employee may enter into an hours of work averaging arrangement consisting of:
 - (a) a 4-day work week; or
 - (b) a bi-weekly combination of 4 work days in the first week and 5 work days the next week (4/5-day work week); or
 - (c) a 3-week combination of 4 work days in the first week, 5 work days in the next week, and 5 work days in the following week (4/5/5-day work week); or
 - (d) a 4-week combination of 4 work days in the first week, 5 work days in the next week, 5 work days in the following week, and 5 work days in the final week (4/5/5/5-day work week).
- (2) An hours of work averaging arrangement must be authorized by the Public Service Commissioner:
 - (a) for a 3-day work week; or
 - (b) any other combination not listed in section 16(1).
- (3) Repealed; effective April 14, 2022.
- (4) Repealed; effective April 14, 2022.

- (5) Repealed; effective April 14, 2022.

Sec 16 Amend M.O. 05/2022, Apr-14-2022
Sec 16 Repealed and Replaced M.O. 02/2018, Feb-4-2018

Part 4

Attendance

17 Department Responsibilities

The deputy head will ensure that the method of recording employee attendance and absences from work supports the government payroll system and is capable of providing information to the Public Service Commissioner as required.

18 Employee Responsibilities for Attendance

- (1) Opted out or excluded employees and managers are required to have the prior approval of their supervisor for any absence from work except sick leave.
- (2) An employee who works shifts and is absent without prior approval must communicate the reason for the absence to the supervisor at least one hour prior to the time they were expected to be at work. An employee who does not work shifts and who is absent without prior approval must communicate the reason for the absence to the supervisor no later than 30 minutes from the time the employee was expected to be at work. The supervisor may determine what further communication is required during the absence.
Sec 18(2) Amend M.O. 05/2022, Apr-14-2022
- (3) An employee who is absent without prior approval and who fails to communicate to the employee's supervisor the reasons for the absence for 3 consecutive days will be deemed to have abandoned the position and may be terminated. The employee may be reinstated if the employee can explain, to the satisfaction of the deputy head, why the employee was unable to communicate with the employee's supervisor.

19 Late Arrivals or Early Departures

An employee may be deducted pay for late arrivals or early departures at the discretion of the supervisor. An employee who is continually late or who leaves early without prior approval is subject to disciplinary action.

Part 5

Classification Plans

20 Non-Management Classification Plan

- (1) The non-management classification plan is called the Point Rating Evaluation Plan. It is based on a modified Hay system using factor comparison and point rating methodologies.
- (2) A deputy head will have a representative number of non-management benchmarks approved through a process set out in the Point Rating Evaluation Plan. These cross government benchmarks are the official comparisons used to support the evaluation decision.

21 Management Classification Plan

- (1) The management classification plan is called the Management Job Evaluation Plan. It is based on a modified Hay system using factor comparison and point rating methodologies. The plan includes the Manager, Senior Manager, and Executive Manager classes.
- (2) A deputy head will have a representative number of management benchmarks approved through a process set out in the Management Job Evaluation Plan. These cross government benchmarks are the official comparisons used to support the evaluation decision.

22 Classification Process for Non-Management Positions

- (1) A non-management employee may, by submitting a job description, request that the deputy head review the class of the employee's position if the employee's duties have changed significantly since the last review, or if 6 months have elapsed since the last review. If the request does not meet either of these requirements, the deputy head may refuse to review the classification of the position and will notify the employee in writing of this decision.
- (2) When a class is reviewed, the deputy head with delegated authority or an authorized delegate will allocate the position to a class. The deputy head will notify the employee of the decision in writing no later than 60 working days from receipt of the request, unless the employee agrees to an extension. If no decision has been made within 60 working days of the request and no extension has been agreed to, the employee can file an appeal.
- (3) If the Public Service Commissioner is required to review an employee request, the request will be referred to the Public Service Commissioner within 30 working days of receipt by the departmental human resources office. The Public Service Commissioner will allocate the position and provide the decision in writing to the deputy head and employee no later than 30 working days from receipt of the

request, unless the employee agrees to an extension. If no decision is made within 60 working days of the employee's request and no extension has been agreed to, the employee can file an appeal.

23 Classification Process for Management Positions

- (1) An employee may request in writing that the deputy head review the class of the employee's position by submitting an updated job description.
- (2) A department will not re-evaluate a job within 6 months of the last review unless the assigned responsibilities change substantially. The deputy head can waive this 6-month period.
- (3) If the department does not make a decision within 60 working days of receiving the employee's formal class request, the employee may proceed directly to the departmental review process. When both parties agree, the 60-day period may be extended.

24 Classification Appeal Boards – Non-Management

- (1) The Minister will appoint one or more Chairs for the Classification Appeal Boards and prescribe their remuneration. The Minister will maintain a list of persons who are eligible to sit as members for a bargaining unit Classification Appeal Board, and prescribe their remuneration, if any. The employer and union will each nominate one or more people for the list.
- (2) Each appeal to a bargaining unit class will be considered by a Classification Appeal Board consisting of:
 - (a) the Chair;
 - (b) one member selected by the Public Service Commissioner or deputy head from the list of employer appointees; and
 - (c) one member selected by the employee from the list of union appointees.
- (3) Each appeal to an opted out and excluded class will be considered by a Classification Appeal Board comprised of the Chair and two employer appointees.

25 Classification Appeal Process – Non-Management

- (1) An employee may, within 5 working days of receiving written notice of the classification decision, request the Human Resource Director undertake a departmental review of their job allocation. The departmental review will result in a written decision to the employee within 20 working days of receiving the written notice.

- (2) An employee may appeal the departmental review decision to a Classification Appeal Board. The employee may make an appeal to a Classification Appeal Board in writing on the form prescribed by the Chair within 15 working days after the employee has received the written departmental review decision.
- (3) If the employee has not received a classification decision within 60 working days of submitting a classification request, the employee has 30 working days to submit an appeal for departmental review. If the employee fails to comply with these time limits, the appeal will be considered abandoned unless the Human Resources Director agrees to an extension.
- (4) The following parties are entitled to submit information to the Classification Appeal Board:
 - (a) human resources consultant of the appellant's department; and
 - (b) appellant or spokesperson; and
 - (c) any other person who has knowledge of the duties and responsibilities of the position.
- (5) The Classification Appeal Board will only consider the employee's duties at the time the review was concluded. The Board will not consider any duties added or deleted after the review.
- (6) The Classification Appeal Board will not:
 - (a) consider the employee's qualifications, except that the Board will not allocate a position to a class that requires mandatory qualifications the employee does not have; or
 - (b) consider compensation issues; or
 - (c) consider comparisons to positions other than those itemized on the cross-government benchmark listing;
 - (d) revise or establish new classifications;
 - (e) alter the assignment of points of cross-government benchmarks;
 - (f) make a decision regarding jobs which are not under appeal;
 - (g) alter the Point Rating Evaluation guide chart or guide.
- (7) In making its decision, a Classification Appeal Board will compare the duties of the position under appeal with the following:
 - (a) Point Rating Evaluation Plan guide chart and guide; and

- (b) cross-government benchmarks; and
 - (c) criteria defining the scope of the plan.
- (8) The Classification Appeal Board shall grant or deny the appeal as submitted and may provide observations and recommendations to the Public Service Commissioner.
- (9) The decision of a Classification Appeal Board is binding on the employee, deputy head, and Public Service Commissioner. The Chair will provide the decision and brief rationale in writing.
- (10) The effective date of decision made by a Classification Appeal Board will be in accordance with the directives established by the Public Service Commissioner.

26 Management Job Evaluation Appeal Board

The Minister will by order establish a Management Job Evaluation Appeal Board and appoint members eligible to sit on the Board as members or to chair the Board. Each Management Job Evaluation Appeals Board will consist of one Chair and two members.

27 Classification Appeal Process – Management

- (1) The deputy head will establish a departmental review process to review evaluations within the Management Job Evaluation Plan.
- (2) An employee may request another review of their job by the departmental review committee within 5 working days of receiving written notice of the classification decision. The departmental review committee will issue their written decision within 20 working days of the request.
- (3) An employee may appeal the movement of a position within and into the Management Job Evaluation Plan to the Management Job Evaluation Appeal Board if:
- (a) the employee does not agree with the deputy head’s classification decision; or
 - (b) the departmental review process supports the deputy head’s classification decision; or
 - (c) the decision requested through the appeal would move the position’s classification to a higher class than the original classification decision.
- (4) An employee may make an appeal to the Management Job Evaluation Appeal Board within 15 working days of receiving the written decision of the departmental review process. The Chair of the Management Job Evaluation Appeal Board may extend the period within which an appeal must be filed.

- (5) Board members will receive copies of the written submission at least 5 working days prior to the hearing.
- (6) The Chair will allow the parties full opportunity for presentations and questions.
- (7) In reaching its decision, the Management Job Evaluation Appeal Board shall consider:
 - (a) information provided by both parties; and
 - (b) the department evaluation guide chart; and
 - (c) cross-government benchmarks; and
 - (d) criteria defining the scope of the plan.
- (8) In reaching its decision, the Management Job Evaluation Appeal Board shall not:
 - (a) revise or establish new classifications;
 - (b) alter the assignment of points of cross-government benchmarks;
 - (c) alter the department guide charts;
 - (d) make a decision regarding jobs which are not under appeal;
 - (e) consider comparisons which are not on the cross-government benchmark list;
 - (f) consider new responsibilities assigned to the job since the initial evaluation decision of the job was made;
 - (g) make any recommendations on pay;
 - (h) consider employee's qualifications;
 - (i) consider the assignment to an occupational family.
- (9) The Management Job Evaluation Appeal Board shall grant or deny the appeal as submitted and will issue their written decision within 10 working days of the appeal hearing, unless the parties agree to an extension. A decision of the Management Job Evaluation Appeal Board is final and binding only in the case of an appeal from one class in the Management Job Evaluation Plan to another class in the same plan. In the case of movement of the job from one classification plan to another, the Board will make a recommendation to the deputy head.
- (10) The effective date of a decision made by the Management Job Evaluation Appeal Board will be in accordance with directives established by the Public Service Commissioner.

Part 6

Probationary Appointment

28 Requirement to Serve a Probationary Period

- (1) An individual starting employment in the public service in a full or part time permanent position or a temporary position will serve a probationary period.
- (2) On satisfactory completion of the probationary appointment, an employee may be granted permanent appointment. An individual who is hired specifically for a temporary position may be granted a temporary appointment.
- (3) Once an employee has served the required probationary period in a temporary or permanent position in the Alberta Public Service, the employee is not required to serve a further probationary period upon appointment or promotion to another position, provided there is no break in service.

29 Length of Probation

- (1) A person appointed to an excluded position in a bargaining unit class will serve the probationary period specified in the appropriate subsidiary agreement.

Sec 29(1) Amend M.O. 01/2019, Mar-5-2019

- (2) Subject to subsection (1), a person appointed to a position in an opted out, excluded, or management class will serve a 12-month probationary period.

Sec 29(2) Amend M.O. 01/2019, Mar-5-2019

30 Recognition of Prior Service

The deputy head may decide to count all or part of any previous relevant employment in the public service towards the required probationary period.

31 Extension of the Probationary Appointment

- (1) If an employee's suitability for continued employment in the public service cannot be determined during the probationary period, the deputy head may extend the probationary appointment.
- (2) If an employee holds a position in an opted out, excluded, or management class, or an excluded position in a bargaining unit class, an extension requires written notice to the employee at least one month before the end of the probationary period.

Sec 31(2) Repealed and Replaced M.O. 01/2019, Mar-5-2019

Sec 31(3) Deleted M.O. 01/2019, Mar-5-2019

32 Probationary Dismissal

If an employee holds a position in an opted out, excluded or management class, or an excluded position in a bargaining unit class, and is terminated during the probationary period, the deputy head may review the termination. The deputy head's decision is final and binding.

Sec 32 Amend M.O. 01/2019, Mar-5-2019

Part 7

Pay

33 Payment of Salary for Salaried Employees

- (1) A person appointed to a position will be paid within the salary range, pay band or pay zone of the assigned class of that position as determined by the deputy head.
- (2) The Public Service Commissioner shall establish pay zones in Pay Bands 1 and 2 of Schedule 2 for Management Employees.
- (3) The Public Service Commissioner may establish pay zones in Pay Bands 3 and 4 of Schedule 2 for Management Employees.

34 Promotion

An employee appointed to a position assigned a class with a higher maximum salary will be paid within the new salary range, pay band or pay zone effective the date of promotion.

35 Transfer

An employee appointed to a position assigned a class with the same maximum salary as the employee's current position will normally continue to be paid the same salary.

36 Demotion for Non-Management Employees

- (1) When a non-management employee is demoted on the authority of the deputy head to a position assigned a class with a lower maximum salary, the employee's salary will be protected over-range until it falls within the salary range of the new class.
- (2) A non-management employee's salary will be reduced immediately to at least the maximum of the lower class if the demotion is the result of a voluntary or disciplinary action.
- (3) If the employee is demoted for the mutual benefit of the department and the

employee, but this would result in the employee's salary being protected over-range at an unreasonably high level for the work performed, the department may assign a lower salary.

- (4) When an employee's current salary does not match a pay period in the pay grade of the newly assigned class, the employee's salary will be maintained between pay periods until the next salary increase. The new salary will then be at a pay period in the pay grade that ensures a 1 increment increase. The maximum salary for the pay grade will not be exceeded.

37 Demotion for Management Employees

- (1) A management employee demoted to a position assigned a class with a lower maximum salary will be paid within the pay band or pay zone unless the deputy head approves otherwise as set out in Section 41(2).
- (2) A management employee's salary will be reduced immediately to at least the maximum of the lower class if the demotion is the result of a voluntary or disciplinary action.

38 Temporary Assignment

When an employee is assigned to a higher level position for a temporary period, the deputy head may authorize a salary adjustment for the temporary assignment according to promotional guidelines. The employee's salary will be re-adjusted at the end of the assignment to the salary the employee would have been receiving had the assignment not occurred.

39 Acting Pay

- (1) When an employee is required to perform the principal duties of a higher class full time, the deputy head will authorize a salary modifier according to promotional guidelines to reflect a temporary salary increase within the salary range, pay band or pay zone of the higher class. Non-management employees are eligible to receive acting pay after performing the principal duties of the higher level for 5 consecutive work days. Management employees must act a minimum of 30 consecutive calendar days. The acting pay is effective retroactively from the first day the employee performs the higher duties and is considered pensionable salary. The deputy head may authorize a lump sum payment instead of a salary modifier for management employees.
- (2) The employee's class level will not change when the acting assignment is for 12 months or less.
- (3) Anniversary dates will not change during an acting assignment that does not exceed 12 months. If an anniversary date occurs during the acting assignment and a merit increase is granted, the acting salary will be reviewed to determine if an adjustment is required.

- (4) For acting assignments that exceed 12 months, the employee's class, salary, and benefits will be adjusted to reflect the duties being performed. At the end of the assignment, the employee's class, salary, benefits, and the anniversary date will be adjusted to reflect the level the employee would have reached had the acting assignment never occurred.
- (5) An employee on authorized vacation leave during an acting assignment will continue to receive acting pay, provided no other employee is receiving acting pay for the same position.
- (6) An employee on an acting assignment for less than 12 months will continue to receive acting pay for a maximum of 22 consecutive work days during sick leave or other leaves, provided no other employee is receiving acting pay for the same position.

40 Retroactivity

The deputy head may authorize a retroactive salary increase in the form of a lump sum payment for an employee who has terminated or resigned and has requested such payment in writing. In the case of retirement or death, the retroactive increase in the form of a lump sum payment will be paid automatically to the employee or to the employee's estate, and any pension or other payment will be adjusted accordingly.

41 Over-Range Pay

- (1) A management employee's salary is over-range when it exceeds the maximum salary of the pay band or pay zone of the assigned class.
- (2) When a management employee's salary is over-range, the deputy head may reduce the salary by:
 - (a) giving the manager up to 12 months of notice that the deputy head intends to reduce the salary to within the pay band or pay zone or to a reasonable over-range salary. The salary may be reduced immediately following the notice or the reduction may be phased in until the salary falls within the assigned pay band or pay zone; or
 - (b) authorizing a lump sum payment instead of giving notice of the salary reduction with the manager's concurrence. The lump sum payment is the difference between the over-range salary and the reduced salary for a period of up to 12 months; or
 - (c) maintaining the employee's salary until it falls within the pay band or pay zone of the assigned class.
- (3) When a management employee's salary is at or over the maximum of the pay band or pay zone of the assigned class, the manager is eligible for additional compensation when:

- (a) the manager’s position qualifies for a market modifier. The market modifier shall be added to the manager’s salary; or
- (b) the manager qualifies for an achievement bonus. The achievement bonus shall be paid as a non-pensionable lump sum.

42 Quick Increments

- (1) With the approval of the deputy head, employees in positions in a class listed below will be eligible to receive in-range adjustments of 1 increment at the time intervals listed in the following table:

| Class Title | Period Upon Appointment | 3 Month | 6 Month | Annual | 18 Month | Annual Thereafter |
|------------------------------------|-------------------------|---------|---------|--------|----------|-------------------|
| 011OS Operational Services 1 | Period 1 or 2 | | 1 | 1 | 1 | 1 |
| | Period 3 | | 1 | 1 | | 1 |
| 011AS Admin. Support 1 | Period 1 | | 1 | 1 | | 1 |

Sec 42 (1) Amend. M.O. 3/2009, Jun-6-2009

- (2) The Public Service Commissioner will issue instructions on salary implementation when a class is added to the quick increment list.

43 Salary Anomalies for Managers, Opted Out and Excluded Employees

- (1) The deputy head may authorize an in-range salary adjustment for a manager or opted out and excluded employee whenever a salary anomaly is identified. A salary anomaly is defined as one of:
 - (a) salary compression or inversion between a supervisor and a subordinate; or
 - (b) an inequitable salary relationship between peer employees; or
 - (c) an inequitable salary level for the employee given the position responsibilities, employee qualifications, and retention concerns.
- (2) The deputy head will determine if an employee’s anniversary date changes when a salary anomaly is authorized.

44 Merit Increases for Non-Management Employees

- (1) Effective April 1, 2022, a deputy head may adjust the salary of a full time or part time employee who holds a position in a bargaining unit class but who is excluded from a bargaining unit under section 12(1)(b) to (k) of the *Public Service Employee Relations Act*, effective on the anniversary date of the employee, by

- (a) one increment, within the pay grade of the employee's assigned classification, if the deputy head is satisfied of the satisfactory performance of the employee, or
- (b) more than one increment within the pay grade of the employee's assigned classification, if the deputy head is satisfied that the employee's performance justifies an additional increase.

Sec 44(1) Amended M.O. 03/2021, Mar-17-2021
 Sec 44(1) Amended M.O. 05/2020, Mar-3-2020
 Sec 44(1) Amended M.O. 06/2019, Dec-6-2019
 Sec 44(1) Amended M.O. 04/2019, Sep-16-2019
 Sec 44(1) Amended M.O. 01/2019, Mar-5-2019

(2) Effective April 1, 2022, a deputy head may adjust the salary of a full time or part time opted out and excluded employee who is classified in a position listed in Schedule 1 Part 2-A or Part 2-B effective on the anniversary date of the employee, by

- (a) 4%, within the range of the employee's assigned classification, if the deputy head is satisfied of the satisfactory performance of the employee, or
- (b) more than 4%, within the range of the employee's assigned classification, if the deputy head is satisfied that the employee's performance justifies an additional increase.

Sec 44(2) Amended M.O. 03/2021, Mar-17-2021
 Sec 44(2) Amended M.O. 05/2020, Mar-3-2020
 Sec 44(2) Amended M.O. 06/2019, Dec-6-2019
 Sec 44(2) Amended M.O. 04/2019, Sep-16-2019
 Sec 44(2) Amended M.O. 01/2019, Mar-5-2019

(3) When the deputy head has withheld an increment or merit increase based on performance, the adjustment may be granted when the deputy head believes the employee's performance has improved sufficiently.

(4) An employee on an authorized leave of absence without pay who qualifies for a merit increase during the period of leave will receive the increase on the employee's anniversary date, provided there was adequate time worked to assess the employee's performance before the leave began.

(5) This section applies despite the terms of any contract of employment or other agreement, whether made before or after the coming into force of this section.

Sec 44(4) Added M.O. 06/2016, Jan-12-2016

44.1 Repealed; effective April 14, 2022.

Sec 44.1 Repealed M.O. 05/2022, Apr-14-2022
 Sec 44.1 Added M.O. 09/2021, Dec-8-2021

45 In-Range Movement for Management Employees

(1) Effective April 1, 2022, a deputy head may adjust the salary of a Management employee who is classified in a position listed in Schedule 2, Management Official Pay Plan, by up to 3% annually, up to the maximum salary for the

assigned classification. This in-range movement is subject to satisfactory performance.

Sec 45(1) Amend M.O. 03/2021, Mar-17-2021
Sec 45(1) Amend M.O. 05/2020, Mar-3-2020
Sec 45(1) Amend M.O. 06/2019, Dec-6-2019
Sec 45(1) Amend M.O. 04/2019, Sep-16-2019
Sec 45(1) Amend M.O. 01/2018, Mar-5-2018
Sec 45(1) Amend M.O. 06/2016, Jan-12-2016

- (2) An employee on an authorized leave of absence without pay who qualified for an in-range adjustment during the period of leave will receive the increase on the annual review date, provided there was adequate time worked to assess the employee's performance before the leave began.
- (3) This section applies despite the terms of any contract of employment or other agreement, whether made before or after the coming into force of this section.

Sec 45(3) Added M.O. 06/2016, Jan-12-2016

45.1 Repealed; effective April 14, 2022.

Sec 45.1 Repealed M.O. 05/2022, Apr-14-2022
Sec 45.1 Added M.O. 09/2021, Dec-8-2021

46 Extra or Special Services Compensation – Management, Opted Out and Excluded Employees

On the recommendation of the deputy head and in exceptional circumstances, the Public Service Commissioner may approve a lump sum payment for extra or special services for which there are no other methods of compensation.

47 Maximum Salary

The maximum salary of the assigned class is one of the following:

- (1) The highest period of the grade assigned to a class; or
- (2) The highest rate of a pay range assigned to a class; or
- (3) The maximum of a pay zone or pay band for a manager or the maximum of the salary range for an employee in a position classified within opted out and excluded Schedule 1 Part 2-A or Part 2-B;
- (4) The over-range salary when the salary is being held over-range.

Sec 47(1) Amend. M.O. 1/2011

48 General Increase for Managers, Opted Out and Excluded and *Public Service Employee Relations Act* Excluded Employees

Effective April 1, 2022, the deputy head may, in accordance with the general increase guidelines issued by the Public Service Commissioner, adjust the salary of an employee whose position

- (a) is assigned to a manager class,

- (b) is assigned to an opted out and excluded class, or
- (c) is assigned to the bargaining unit class and is excluded from a bargaining unit under section 12(1)(b) to (k) of the *Public Service Employee Relations Act*.

Sec 48 Amend M.O. 03/2021, Mar-17-2021
Sec 48 Amend M.O. 05/2020, Mar-3-2020
Sec 48 Amend M.O. 06/2019, Dec-6-2019
Sec 48 Amend M.O. 04/2019, Sep-16-2019
Sec 48 Amend M.O. 01/2018, Mar-5-2018
Sec 48 Repealed and Replaced M.O. 06/2016, Jan-12-2016

49 Market Modifier for Management Positions and Opted Out and Excluded Employees – Schedule 1 Part 2-A

- (1) With the concurrence of the Deputy Minister of Executive Council, the deputy head may apply a market modifier to a management or opted out and excluded position (assigned to Schedule 1 Part 2-A of the Classification Plan), or to groups of ten or fewer positions, of up to 20% over the maximum of the salary range, pay band or pay zone for the assigned class, where this is critical to the recruitment or retention of an employee, or where inversion or compression issues need to be addressed.
- (2) A market modifier for a management or opted out and excluded employee over 20% of the maximum of the salary range, pay band or pay zone for the assigned class, or for groups larger than ten employees, requires Treasury Board approval.
- (3) The market modifier shall be added to the employee's bi-weekly salary payment and is pensionable salary.

Sec 49(3) Amend. M.O. 7/2009, Oct-1-2009

Part 8 Premium Pay

50 Northern Allowance

- (1) A non-bargaining unit employee whose work location is north of the 57th parallel of north latitude will be paid a northern allowance of \$241.38 for each bi-weekly pay period served. The allowance is not payable to employees who work temporarily in the north and who are on travel status or are receiving any subsistence allowance.

Sec 50 (1) Amend. M.O. 7/2009 Oct-1-2009

- (2) Northern allowance continues while an employee is on leave with pay.

- (3) Northern allowance for partial bi-weekly pay periods of employment is calculated as follows:

$$\frac{\text{(Bi-weekly Northern Allowance)}}{10 \text{ (\# of work days in a bi-weekly pay period) at Straight Time Rates}} \times \text{Number of Days Worked in the pay period}$$

Sec 50 (3) Amend. M.O. 7/2009
Oct-1-2009

51 Standby Pay for Systems Analysts

- (1) During a period in which a Systems Analyst is not scheduled for normal work but is required to be immediately available to return to work, the Systems Analyst will receive regular pay or time off at ½ hour for each 4 hours or any portion of a 4-hour period the Systems Analyst is required to be available.
- (2) If the Systems Analyst is required to be available on a paid holiday, the Systems Analyst will receive regular pay or time off at 1 hour for each 4 hours or any portion of a 4-hour period the Systems Analyst is required to be available.
- (3) If a Systems Analyst is unable to return to work when requested, the Systems Analyst will not receive standby pay.

52 Repealed; Effective July 15, 2011

Sec 52 Repealed. M.O. 1/2011

53 Call-Back Pay

Opted out or excluded employees who are eligible for overtime pay will be paid for not less than 2 hours of the applicable overtime rate when called back to work outside of their scheduled working hours, including travel time to and from the job.

54 Camp Staff and Trip Allowance

An employee, including a wage employee, who is required to accompany or be responsible for individuals under the department's supervision on an authorized recreation trip or to a camp, will be paid an allowance of \$22 per day when the trip or camp exceeds the employee's normal daily hours, or \$30 per day for an overnight trip or camp.

55 Overtime for Opted Out or Excluded Employees

- (1) An employee in a position assigned a bargaining unit class whose position is excluded is eligible for overtime according to the Collective Agreement.

(2) A supervisor responsible for authorizing overtime may require an employee to work hours in excess of regularly scheduled hours.

(3) Subject to section 53, overtime does not include time spent travelling to and from an employee's residence and normal place of work.

Sec 55(3) Amended M.O. 01/2019, Mar-5-2019

56 Overtime Rates for Opted Out or Excluded Employees

(1) Employees in an opted out or excluded professional class will be paid or will receive time off instead of pay at the regular salary for all overtime hours worked. The deputy head will determine which method of payment is used. The Public Service Commissioner may approve a higher rate of payment at the request of the deputy head.

(2) For normal work days, employees in an excluded administrative support class will be paid one and one-half times their regular hourly rate for the first two hours and double time for all hours after that.

(3) For the first day of rest or for a scheduled day off under an hours of work averaging agreement, employees in an excluded administrative support class will be paid one and one-half times their regular hourly rate for the first 7.25 hours and double time for all hours after that. For the second consecutive day of rest, employees will be paid double time for all hours worked.

Sec 56 (3) Amend M.O. 02/2018, Feb-4-2018

(4) For paid holidays, employees in an excluded administrative support class will be paid one and one-half times their regular hourly rate for the first 7.25 hours and double time for all hours after that, and will receive a day off with pay at some other time.

(5) An employee may claim time off instead of overtime pay. The employee's supervisor must approve the time off. The employee must take the time off within 12 months of working the overtime and finalize the arrangements before the end of the current fiscal year, or the employee will be paid the overtime.

57 Calculation of Overtime for Opted Out or Excluded Employees

(1) Overtime pay or time off instead of pay will be calculated to the nearest quarter hour.

(2) Overtime pay is always calculated from the hourly rate an employee was earning when the overtime was worked. If the employee's hourly rate is increased retroactively for any reason other than a negotiated increase or economic adjustment, the employee's overtime pay should also be calculated at the increased rate.

58 Extra Time

If, for personal reasons, an employee requests to work extra daily or weekly hours and if that request is approved, the employee will be paid for all extra hours at the regular hourly rate of pay.

58.1 Institutional Fire Prevention and Control

Non-Bargaining unit employees designated by the Employer to render services in conjunction with Institutional Fire Prevention and Control shall receive remuneration as determined by the following schedule of remuneration:

- (1) A Fireman shall be paid:
 - (a) \$35.00 for each tour of fire watch duty; and
 - (b) \$20.00 for each attendance at two (2) compulsory practice fire drills every month, outside of scheduled working hours.
- (2) A Driver shall be paid:
 - (a) \$50.00 for each tour of fire watch duty; and
 - (b) \$20.00 for each attendance at two (2) compulsory practice fire drills every month, outside of scheduled working hours.
- (3) A Crew Chief shall be paid:
 - (a) \$65.00 for each tour of fire watch duty; and
 - (b) \$20.00 for each attendance at two (2) compulsory fire drills every month, outside of scheduled working hours.
- (4) A Fire Captain or Deputy Chief, when assigned the duties of the Fire Chief in his absence due to holidays or other circumstances, shall be paid at the rate of \$20.00 for each complete calendar week on duty.
- (5) A Fireman, Driver or Crew Chief shall not receive any additional payment for attending more than two (2) compulsory fire practices during a month.
- (6) A Fire Prevention Officer shall be remunerated at the rate of \$43.68 for each complete bi-weekly pay period worked in areas where necessary. For absences due to vacation, illness, or other circumstances, the bi-weekly rate shall be pro-rated accordingly.

Sec 58.1(6) Amend. M.O. 7/2009 Oct-1-2009

- (7) The Executive Director, the Medical Superintendent, or the Business Manager, of the hospital involved and the Physical Plant Manager shall allow all possible fire fighting staff on normal work duty to respond to a fire alarm without loss of pay in order to assure an available crew to fight fire during those hours when there is not a scheduled crew on stand-by.
- (8) At Michener Centre, Red Deer; where the fire fighters return to the institution and are housed in the Fire Hall or other Government provided on-site accommodation away from their regular domicile, an extra remuneration of \$40.00 shall be paid to each fire fighter for each tour of Fire Watch Duty.

58.2 Correctional Institution Salary Allowance

- (1) An Opted Out and Excluded Employee who is employed in a Correctional or Young Offenders Institution operated by the Department of Solicitor General, and who functions in a capacity other than that of a Correction Officer or a Correctional Services Worker, shall qualify for a Correctional Institution Salary Allowance, provided that by reason of duties being performed, the Opted Out and Excluded Employee is assigned responsibility for the custody and supervision of inmates or young offenders, or comes into contact with inmates or young offenders resulting in exposure to immediate hazards of physical injury by assault and other disagreeable conditions.
- (2) The daily allowance to which an Opted Out and Excluded Employee may be entitled will be determined in accordance with the following schedule, depending on the frequency and nature of the Opted Out and Excluded Employee’s contact with inmates or young offenders.

| Frequency / Nature of Interaction | Daily Allowance |
|--|----------------------------|
| Continual Interaction | \$6.90 for each day worked |
| Frequent Interaction | \$5.40 for each day worked |
| Limited Contact | \$3.90 for each day worked |

Sec 58.2(2) Amended M.O. 01/2019, Mar-5-2019
 Sec 58.2(2) Amend M.O. 1/2011

- (3) For the purpose of this Section the following definitions will apply:
 - (a) “Continual Interaction” - refers to a situation in which an Opted Out and Excluded Employee is required to work with inmates or young offenders for more than one-half of the working day.
 - (b) "Frequent Interaction" - refers to a situation in which an Opted Out and Excluded Employee is required to work with inmates or young offenders for less than one-half of the working day.

- (c) "Limited Contact" - refers to a situation in which an Opted Out and Excluded Employee comes into contact with inmates or young offenders on an occasional basis.

Part 9

Bargaining Unit Educational Services Pay

59 Repealed Effective April 1, 2004.

Part 10

Paid Holidays

62 Paid Holidays

- (1) Employees will be paid for all of the following holidays:
 - (a) New Year's Day, to be observed on January 1, or if it falls on a Saturday or Sunday, to be observed on the following Monday; and
 - (b) Family Day, to be observed on the third Monday in February; and
 - (c) Good Friday; and
 - (d) Easter Monday; and
 - (e) Victoria Day, to be observed on the day fixed by proclamation of the Governor General in Council; and
 - (f) Canada Day, to be observed on July 1, or if it falls on a Saturday or Sunday, to be observed on the following Monday; and
 - (g) Labour Day, to be observed on the first Monday in September; and
 - (h) Thanksgiving Day, to be observed on the day fixed by proclamation of the Governor General in Council; and
 - (i) Remembrance Day, to be observed on November 11, or if it falls on a Saturday or Sunday, to be observed on the following Monday; and
 - (j) Christmas Day, to be observed on December 25, or if it falls on a Saturday or Sunday, to be observed on the following Monday; and

- (k) Christmas Floater; and
 - (l) Boxing Day, to be observed on December 26, or if it falls on a Saturday, to be observed on the following Monday; or if it falls on a Sunday or a Monday, to be observed on the following Tuesday; and
 - (m) one day for a civic local holiday, to be observed on the first Monday in August or on the day proclaimed by specific municipalities; or where the municipality does not proclaim a holiday, it will be observed on the first Monday in August; and
 - (n) any day proclaimed by law to be a holiday in the Province.
- (2) If a holiday falls within an employee's vacation leave, the employee will receive an extra day of vacation leave instead of the paid holiday.
 - (3) An employee will be paid for any of the above paid holidays if they fall under a leave of absence without pay that is less than 10 work days.

Part 11

Leaves from Work Christmas Closure

62.1 Entitlement for Christmas Closure

- (1) Christmas Closure will result in closure of government offices and non-continuous operations as outlined 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 Dec 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; and

- (g) When Christmas Day falls on a Saturday, the Christmas closure will occur on December 29, 30 and 31.

62.2 Administration of Christmas Closure

- (1) Christmas Closure days are not to be treated as vacation or paid holidays. Employees are required to take the number of days allotted to them as per Section 62.1(1).
- (2) When an Employee is required to work on one of the paid days off as listed in Section 62(1), the paid days off or required period of time worked, shall be taken at the Employee's discretion by the end of the next calendar year, subject to operational requirements.

Sec 62.1 & 62.2 Added M.O. 7/2014, Jun-30- 2014

Leaves From Work Vacation Leave and Supplement

63 Vacation Leave

- (1) In the first calendar year an employee is employed, the employee will earn 1 ¼ work days vacation time for each month worked. If the employee has enough prior service to qualify, the employee may earn vacation time at a higher rate.
- (1.1) An Employee hired into a permanent or temporary salaried position shall receive five (5) work days' vacation credited at the date of commencement.
 - (a) Vacation credited in this Clause shall be taken by the Employee no later than the end of the second calendar year of employment.
 - (b) Should an Employee terminate employment prior to the end of the first year (12 full calendar months) of employment and have taken the vacation credit, the Employee will be required to pay back the amount of the vacation credit at the rate of 5/12 work days for each full calendar month as per the formula below: Vacation credit owed=five (5) work days' vacation credit – (5/12 x number of months worked in the first year of employment).

Sec 63 (1.1) Deleted and Replaced M.O. 7/2014, Jun-30- 2014

- (2) The Public Service Commissioner or delegate may authorize a higher earning rate for managers in special recruitment circumstances.
- (3) Vacation entitlements is earned and accumulated each full calendar month. The Employee can take vacation as it is earned. Earning rate changes in the month following the month vacation service threshold is reached. Vacation thresholds and entitlements with pay, shall be as follows:

| <u>Service</u> | <u>Vacation Time</u> | <u>Earning Rate</u> |
|----------------|----------------------|---------------------|
| 12 months | 15 work days | 1 ¼ days |
| 5 years | 20 work days | 1 2/3 days |
| 13 years | 25 work days | 2 1/12 days |
| 21 years | 30 work days | 2 ½ days |
| 30 years | 35 work days | 2 11/12 days |

Sec 63 (3) Deleted and Replaced M.O. 7/2014, Jun-30-2014

- (4) An employee continues to earn vacation leave while on the following paid or unpaid leaves:
- (a) military leave; or
 - (b) financially assisted staff development leave; or
 - (c) for the first 44 consecutive work days of sick leave, supplemental unemployment benefits, or workers' compensation leave; or
 - (d) for the first 22 consecutive work days of all other leaves of absence.

64 Vacation Supplement

- (1) Management employees earn a vacation supplement at the rate of 5/12 work days for each full calendar month in lieu of extra hours worked without additional compensation. The manager continues to earn vacation supplement while on the same paid or unpaid leaves for which vacation leave is earned.
- (2) A manager who is paid out for or who takes the vacation supplement and who subsequently resigns or is dismissed will pay back, at the same salary rate the manager was paid out, the part of the vacation supplement the manager had not yet earned.

65 Calculating Vacation Leave for Partial Months

If an employee works for only part of a month, vacation and vacation supplement entitlements will be calculated as follows:

- (a) if the employee begins employment on or before the 15th day of a month and works the rest of the month, that month will count as a full calendar month; or
- (b) if the employee is terminated on or after the 15th day of a month and worked from the 1st day of that month, that month will count as a full calendar month; and
- (c) if calculating the period of vacation leave for a year results in a fraction of

a half day or less, the fraction will be rounded to the next ½ day; if a fraction of more than a half day results, the fraction will be rounded to the next full day. This does not apply to vacation pay out.

66 Pay Out of Vacation Leave

- (1) Managers will be paid out for vacation leave and vacation supplement when one of the following conditions applies:
 - (a) the manager’s employment terminates; or
 - (b) the manager’s outstanding vacation leave and vacation supplement exceeds 2 years of entitlements, in which case the amount exceeding two years of entitlements will be paid out at fiscal year end; or
 - (c) the manager requests pay out and receives the approval of the deputy head. The manager may request pay out for any amount, provided that the manager keeps 2 weeks, if less than 5 years of service, or 3 weeks if five or more years of service, of entitlements to be taken as leave.
Sec 66 (1) (c) Del and Repl. M.O. 1/2011

- (2) Opted Out and Excluded Employees in Schedule 1 Part 2-A and Schedule 1 Part 2-B will be paid out for vacation leave when one of the following conditions applies:
 - (a) the employee’s employment terminates; or
 - (b) the employee requests pay out and receives the approval of the deputy head. The employee may request pay out for any amount, provided that the employee keeps 2 weeks, if less than 5 years of service, or 3 weeks if five or more years of service, of entitlements to be taken as leave.
Sec 66 (2) (b) Del and Repl. M.O. 1/2011

- (3) All vacation leaves and vacation supplements will be paid out at the manager or employee’s regular rate of pay as the case may be, as follows:
 - (a) at the manager or employee’s salary rate (including acting pay) at the time the leave is paid out. The rate will not be adjusted to include retroactive salary adjustments; or
 - (b) in the case of retirement or death, the pay out will include any retroactive salary increases.

- (4) the entitlement amount paid out is never rounded up.

Leaves From Work Northern Leave

66.1 Northern Leave

- (1) Permanent and temporary salaried employees who are employed and reside at locations north of the 57th parallel are eligible for up to five (5) days of paid Northern Leave in addition to their earned vacation entitlement. Wage employees, with the exception of Wage 2850, are not eligible for Northern Leave.
- (2) Northern Leave days are earned at a rate of 5/12 of a work day for each full calendar month of employment in the designated northern location.
- (3) Employees must receive prior approval from their supervisor before taking Northern Leave.
- (4) Scheduling of Northern Leave is subject to operational requirements.

Sec 66.1 Added. M.O. 1/2011

66.2 Leaves of Absence and Northern Leave

An employee continues to earn Northern Leave while on the following paid or unpaid leaves:

- (a) Military leave; or
- (b) Financially Assisted Staff Development Leave; or
- (c) The first 44 consecutive work days of sick leave, supplemental employment benefits, or Workers Compensation leave; or
- (d) The first 22 consecutive work days of all other leaves of absence

Sec 66.2 Added. M.O. 1/2011

66.3 Accessing Northern Leave

- (1) All Northern Leave must be taken within the calendar year it is earned.
- (2) Any Northern Leave earned but not taken by December 31 of the calendar year will not be paid out or carried into the next calendar year.
- (3) Northern Leave may be taken prior to it being earned.
- (4) An employee who takes unearned Northern Leave and subsequently resigns will be required to pay back the unearned portion of the leave at the same salary rate that applied when the employee took the unearned Northern Leave.

Sec 66.3 Added. M.O. 1/2011

Leaves From Work Casual Illness Leave

67 Definition

In Sections 68, 69 and 70, “casual illness” means a sickness, injury, disability, or quarantine restriction that causes an employee to be absent from work for three consecutive work days or less.

Sec 67 Amended M.O. 01/2019, Mar-5-2019

68 Entitlements for Casual Illness Leave

- (1) The deputy head may authorize casual illness leave of up to 10 work days in any one year of employment.
- (2) An employee is not eligible to receive casual benefits if:
 - (a) the employee is absent because of an injury that is covered by workers’ compensation and the employee qualifies for benefits; or
 - (b) the employee was injured while working for another employer; or
 - (c) the employee has subsequent absences as a result of that injury.

69 Administration of Casual Illness Leave

- (1) Repealed; effective April 14, 2022.
- (2) If an employee becomes ill at work and has worked at least the first hour in the half day, the employee will be paid for the remaining hours in the half day as minor illness and no deduction will be made from the employee’s casual illness entitlement.
- (3) If an employee is to be absent for less than the half day for the purposes of a dental, physiotherapy, optical, or medical appointment and has worked at least one continuous hour in the half day, the employee will be paid for the remaining hours in the half day as appointment time and no deduction will be made from the employee’s casual illness entitlement.

Sec 69 Amend M.O. 05/2022, Apr-14-2022

70 Proof of Illness

An employee may be required to produce a medical certificate for any period of casual illness leave taken.

Leaves From Work

General Illness Leave

71 Definitions

(1) In Sections 72 and 73:

(a) “general illness” means any sickness, disability, injury, or quarantine restriction that causes an employee to be absent from work for more than 3 consecutive work days to a maximum of 80 work days;

Sec 71(a) Amended M.O. 01/2019, Mar-5-2019

(b) “month” means the period of time between the same date in 2 successive calendar months.

72 Entitlements for General Illness Leave

The deputy head may grant general illness in each year of employment as follows:

| Employee’s Service | Number of Work Days of Leave at: | | |
|--------------------------------------|----------------------------------|------|---------------|
| | 0% | 100% | 70% of Salary |
| Up to 1 month | 10 | -- | 70 |
| 2 to 12 months | -- | 10 | 70 |
| 2 nd year | -- | 15 | 65 |
| 3 rd year | -- | 25 | 55 |
| 4 th year | -- | 35 | 45 |
| 5 th year | -- | 45 | 35 |
| 6 th and subsequent years | -- | 60 | 20 |

73 Administration of General Illness Leave

- (1) Once an employee qualifies for general illness leave, any further leave may be taken on an hourly equivalent basis if the illness will result in ongoing periods of absences or treatments mixed with periods when the employee can return to work.
- (2) General illness leave of less than 80 days is reinstated for future use at 70 percent upon return to work if the employee returns to work in the same year of employment. If the employee returns to work in the next year of employment, the entitlements are reinstated according to the entitlement schedule.
- (3) A manager’s general illness leave benefits are reinstated the day the manager returns to work.
- (4) An opted out or excluded employee’s general illness leave benefits are reinstated after ten consecutive work days without an absence for the same or related illness.
- (5) When a paid holiday falls during a period of general illness, it will be paid as a

day of general illness. An employee will not receive additional compensation for the paid holiday.

Leaves From Work Special Leave

74 Entitlements for Special Leave

- (1) Subject to section 75(1), an employee's manager or supervisor may approve special leave with pay at the employee's regular salary in accordance with this section.
- (2) An employee may be granted leave of up to 10 work days in a calendar year in the event of illness of
 - (a) the employee's spouse or benefit partner, or
 - (b) any of the following relatives of the employee or of the employee's spouse or benefit partner:
 - (i) parent;
 - (ii) guardian;
 - (iii) parent in law;
 - (iv) grandparent;
 - (v) grandchild;
 - (vi) child;
 - (vii) step-child;
 - (viii) relative who permanently resides with the employee.
- (3) An employee may be granted leave of up to 10 work days in a calendar year in the event of the death of
 - (a) the employee's spouse or benefit partner, or
 - (b) any of the following relatives of the employee or of the employee's spouse or benefit partner:

Sec 74(2) Amended M.O. 01/2019, Mar-5-2019

- (i) parent;
- (ii) guardian;
- (iii) parent in law;
- (iv) grandparent;
- (v) grandchild;
- (vi) child;
- (vii) step-child;
- (viii) brother or sister;
- (ix) the spouse or benefit partner of any relative listed in (i) to (viii).

Sec 74(3) Amended M.O. 01/2019, Mar-5-2019

- (4) If an illness or death referred to in subsection (2) or (3) results in the employee travelling long distances or to remote areas, travel time may be included as part of the leave, within the 10 work day maximum leave.

Sec 74(4) Added M.O. 01/2019, Mar-5-2019

- (5) An employee may be granted personal leave of up to 3 work days in a calendar year in the event that a condition requires the employee to be away from work for personal reasons.

Sec 74(5) Added M.O. 01/2019, Mar-5-2019

- (6) An employee may be granted domestic violence leave of up to 5 work days in a calendar year in the event that the employee requires time off for one or more of the purposes set out in section 53.981(4) of the *Employment Standards Code*.

Sec 74(6) Added M.O. 01/2019, Mar-5-2019

75 Administration of Special Leave

- (1) The total special leave an employee may be granted in any calendar year will not exceed 10 work days without the approval of the deputy head.
- (2) The maximums identified for each kind of special leave are work days in a calendar year unless otherwise specified. They will apply for each instance for which an employee requests special leave.
- (3) Notwithstanding Subsection 75(2) above, a deputy head has the discretion to exceed the maximums identified for each instance of special leave for a manager.

Leaves From Work Attendance at Court and Tribunals

76 Entitlements

- (1) An employee who is required to serve as a juror under the *Jury Act* will be granted leave of absence with pay. The employee is required to turn over any money received to the department. The employee may keep any money received as a reimbursement for travel and subsistence.
- (2) If an employee is summoned to appear as a witness in an official capacity to give evidence or to produce government records, the employee is considered to be at work. Any witness fee received will be paid to the department.
- (3) If an employee is served with a notice to attend as a witness or is summoned or subpoenaed to appear as a witness in a private capacity:
 - (a) at a location within Alberta, the employee will be granted leave with pay. Any witness fee received will be paid to the department;
 - (b) at a location outside Alberta, the employee may be granted leave with pay as authorized by the department, but any witness fee received will be paid to the department.

Leaves From Work Maternity, Parental/Adoption Leave

77 General

78

An employee will be granted leave without pay if:

- (a) the employee gives at least 2 weeks of notice; and
- (b) the employee has worked at least ninety (90) days before starting the leave, or as of receipt of the child in the case of adoption; and
- (c) in the case of a temporary employee, the employee's temporary position will continue following the leave.

Sec 77(b) Amend M.O. 02/2018, Feb-4-2018

79 Duration of Leave

(1) Maternity Leave

- (a) A pregnant employee shall be granted up to seventy-eight (78) weeks of leave without pay which includes a combined total of not more than sixteen (16) weeks maternity leave and sixty-two (62) consecutive weeks of

parental leave immediately following the last day of the maternity leave.

- (b) A pregnant employee should apply for maternity leave as soon as possible prior to her expected date of delivery, but in any case shall give the employing department at least two (2) weeks' notice in writing of the date on which she intends to commence leave.

(2) **Adoption Leave**

- (a) An employee who has adopted a child is entitled to a leave of absence without pay of up to sixty-two (62) consecutive weeks, within seventy-eight (78) weeks of the child being placed with the employee.
- (b) If two (2) employees choose to each request a leave of absence without pay for the adoption of the same child, the combined aggregate amount of leave for both employees shall not exceed sixty-two (62) consecutive weeks within seventy-eight (78) weeks of the child being placed with the employees.

(3) **Parental Leave**

- (a) An employee entitled to maternity leave is entitled to up to sixty-two (62) consecutive weeks of leave of absence without pay in conjunction with the maternity leave, which shall not exceed a combined total of seventy-eight (78) weeks.
- (b) An employee who is a parent is entitled to a leave of absence without pay of up to sixty-two (62) consecutive weeks within seventy-eight (78) weeks of the birth of their child.
- (c) If two (2) employees choose to each request a parental leave of absence without pay for the birth of the same child, the combined aggregate amount of leave for both employees shall not exceed sixty-two (62) consecutive weeks within seventy-eight (78) weeks of the birth of their child.

Sec 78 Repealed and Replaced M.O. 02/2018, Feb-4-2018

80 Starting Date for Maternity Leave

- (1) A pregnant employee must provide written notice of the date she will start her maternity leave.
- (2) A pregnant employee is entitled to start maternity leave on the date specified in the written notice given to the employer under subsection (1).
- (3) If during the 12 weeks immediately before the estimated date of delivery the pregnancy of an employee interferes with her duties, an employer may give the employee written notice requiring her to start maternity leave.

- (4) Notwithstanding subsection 79(1), if an employee indicates that she is unfit to work due to pregnancy before the date identified in 79(1), the employee is entitled to illness leave until the date of delivery.

Sec 79 Del and Replaced M.O. 1/2011

81 Benefit Coverage

- (1) If an employee is participating in any or all of the following benefit plans at the beginning of the maternity, parental or adoption leave, the employee will continue to be covered under these plans and will continue to pay the employee's portion of the applicable premium costs:

- (a) Group Extended Medical Benefits Plan;
- (b) Prescription Drug Plan;
- (c) Group Dental Plan;
- (d) Group Life Insurance Plan.

Sec 80 Amend M.O. 7/2009 Oct-1-2009

- (2) In order to ensure continued coverage under a benefit plan, an employee is responsible for paying the employee's benefit plan premium costs during a maternity, parental or adoption leave.

Sec 80(2) Added M.O. 01/2019, Mar-5-2019

- (3) Failure by the employee to remit benefit plan premiums when due will result in termination of coverage under the benefit plan for the employee and all enrolled dependents of the employee.

Sec 80(3) Added M.O. 01/2019, Mar-5-2019

- (4) The employer shall provide an employee with at least 2 weeks' written notice before terminating coverage under a benefit plan under subsection (3).

Sec 80(4) Added M.O. 01/2019, Mar-5-2019

- (5) The employer retains the right to recover from the employee's pay any outstanding benefit plan premiums that are in arrears.

Sec 80(5) Added M.O. 01/2019, Mar-5-2019

82 Illness Benefits

If an employee is absent for pregnancy-related health reasons at any time during the pregnancy, the employee is eligible for illness leave when satisfactory proof of illness is presented.

83 Supplemental Employment Benefits Plan

- (1) The Public Service Commissioner may establish a supplemental employment benefits plan for any employee who must begin a leave for pregnancy-related health reasons.

- (2) A pregnant employee may qualify for a Supplemental Employment Insurance Benefit (S.E.B.) covering the period the employee is medically unable to perform their job duties following the date of commencement of a maternity leave or the date of delivery, whichever comes first. The employee must provide satisfactory proof of illness and proof of receipt of Employment Insurance benefits.

Sec 82 Repealed and Replaced M.O. 02/2018, Feb-4-2018

84 Returning to Work

- (1) When an employee returns from a maternity, parental or adoption leave, the employee will be returned to the employee's former position or a comparable position in the same department, at a comparable salary.
- (2) If an employee has worked a full year and resigns due to maternity, parental or adoption reasons, and then returns in any capacity within 6 months from the date of resignation, the employee will be considered to have been on a leave without pay for the purpose of determining sick leave entitlement. The employee will earn vacation leave in the same manner as a new employee.

Leaves From Work Leave of Absence Without Pay

85 Definition

In Sections 85, 86, 87 and 88, "leave of absence without pay" means a period of time away from work for which employees are not paid. A compensation reduction day is not a leave of absence without pay.

86 Requesting a Leave of Absence Without Pay

An employee may request a leave of absence without pay for any reason. The deputy head may place an employee on a leave of absence without pay if the employee's absence is in the department's best interest.

87 Benefit Coverage

- (1) If an employee is granted a leave without pay, and is covered by the Dental Plan, Prescription Drug Plan, Extended Medical Benefits Plan, Group Life Insurance Plan, or the Health Spending Account the employee will continue to be covered by these plans for the duration of the leave. The employee and the employer will continue to pay their respective premiums for these plans.

Sec 86 Amend M.O. 14/2012 Oct-3-2012

- (2) In order to ensure continued coverage under a benefit plan, an employee is responsible for paying the employee's benefit plan premium costs during a period of leave without pay.

Sec 86(2) Added M.O. 01/2019, Mar-5-2019

- (3) Failure by the employee to remit benefit plan premiums when due will result in termination of coverage under the benefit plan for the employee and all enrolled dependents of the employee.

Sec 86(3) Added M.O. 01/2019, Mar-5-2019

- (4) The employer shall provide an employee with at least 2 weeks' written notice before terminating coverage under a benefit plan under subsection (3).

Sec 86(4) Added M.O. 01/2019, Mar-5-2019

- (5) The employer retains the right to recover from the employee's pay any outstanding benefit plan premiums that are in arrears.

Sec 86(5) Added M.O. 01/2019, Mar-5-2019

88 Returning to Work

After a leave of absence, an employee will return to the employee's position or, if the employee is a manager, to the same or a similar position.

89 Resigning While on a Leave of Absence Without Pay

If an employee resigns while on a leave of absence without pay, the date of termination will be the date the employee's department receives notification that the employee is resigning. Departments are not required to accept the resignation if it takes effect in the future.

Leaves From Work Leave of Absence With Pay

90 Definition

In Sections 90, 91, 92 and 93, "leave of absence with pay" means any period of time for which an employee is authorized to be paid while the employee is away from work and not covered by a specific benefit or entitlement.

91 Approving a Leave of Absence

- (1) The deputy head has the authority to approve a request for leave of absence with pay or, to direct an employee to take a leave of absence with pay when it is in the best interest of the department.
- (2) The deputy head may grant a wage employee time off with pay when the situation warrants treating all employees equally.

92 Benefit Coverage

All benefits and entitlements continue to apply during a leave of absence with pay.

93 Receiving Other Monies

The deputy head is responsible for determining when to recover other money an employee received while being paid by the department. Other money includes duplicate travel expenses, bonuses, honorariums, witness fees, and additional salary. While departments will normally recover this money, the deputy head may waive this requirement under exceptional circumstances.

94 Resigning While on a Leave of Absence With Pay

If an employee resigns while on a leave of absence with pay, the date of termination will be the date the employee's department receives notification that the employee is resigning. Departments are not required to accept the resignation if it takes effect in the future.

Part 12

Position Abolishment

95 Deputy Head Responsibility

The deputy head is responsible for applying the position abolishment provisions for employees in the deputy head's department.

96 Employee Eligibility for Position Abolishment Entitlements

- (1) If an employee holds a permanent position and has been continuously employed for less than one year immediately preceding the notice of position abolishment, the employee is entitled to 90 calendar days' written notice or pay instead of notice. If the employee resigns during the notice period, the employee is entitled to up to two months' pay instead of notice. The employee is not eligible for any other position abolishment rights.
- (2) If an employee holds a permanent position and has been continuously employed for one year or more, the employee is eligible for the rights set out in Sections 96 to 105.

97 Notice of Position Abolishment

A permanent employee whose position is abolished must be notified in writing at least 90 calendar days before the date of abolishment.

98 Employee Options and Entitlements

- (1) An employee whose position has been declared abolished and for whom the employer has not arranged continuing other employment in the Alberta Public Service or with any successor employer, or with any employer under the *Public Service Employee Relations Act* or with any Crown agency (including boards, corporations, agencies, and commissions) can elect to:
 - (a) resign and receive up to two months' pay instead of notice; or
 - (b) retire if eligible; or
 - (c) receive consideration for priority placement within the Alberta Public Service.
- (2) An employee may retire under the applicable pension legislation. An employee who retires before the end of the notice period is not entitled to receive pay instead of notice.
- (3) An employee who retires at the end of the notice period receives position abolishment severance pay when the employee waives vested rights.
- (4) As an alternative to the above options, a non-bargaining unit employee can choose to receive a separation payment under a program established by the employer, if such a program exists on the date that an employee receives a written notice of position abolishment. The Public Service Commissioner may issue directives to administer a separation program.
- (5) Employees who receive the separation payment are not eligible for any other position abolishment rights.

99 Time Off and Expenses

- (1) During the written notice period, the employing department will give the employee reasonable time off with pay to allow for interviews with prospective employers.
- (2) The employer will reimburse all reasonable associated expenses of an employee during the notice or vesting periods, including job training, interview, and relocation expenses for placement in the Alberta Public Service.
- (3) Payment of relocation expenses will be in accordance with the *Public Service Relocation and Employment Expenses Regulation*.

100 Refusal of Arranged Continuing Employment

An employee who does not accept the arranged continuing other employment in the Alberta Public Service or with any successor employer, or with any employer under the

Public Service Employee Relations Act or with any other Crown agency (including boards, corporations, agencies, and commissions) is not entitled to the severance payment or consideration for priority placement within the Alberta Public Service.

101 Priority Placement Rights for Non-Management Employees

- (1) If the employer does not arrange continuing employment as described in subsection 97(1) and an employee selects the priority placement option, the employee has the right to priority placement under the following conditions:
 - (a) a position is available (anywhere in the public service); and
 - (b) the position is comparable; and
 - (c) the position is in the same general functional area.
- (2) During the first two weeks of the 90-calendar day written notice period, the department will fill all available comparable positions in the same general functional area within the department through competitions limited exclusively to their employees who have received position abolishment notice.
- (3) After the first two weeks of the 90-calendar day written notice period and until the expiry of the vesting period, employees have the right to be placed in any comparable position in the same general functional area within the public service.
- (4) If a department places an employee whose position has been abolished in a non-comparable position or assigns wage work, the employee maintains priority placement rights for the remainder of the notice period and/or the 180-calendar day vesting period.

102 Priority Placement Rights for Management Employees

During the 90-calendar day written notice period before the effective date of position abolishment, managers are entitled to be appointed to the first available position for which they are qualified, or are assessed as having the potential to be trained. A receiving department will determine if the employee can be trained to carry out the responsibilities of the position within a reasonable amount of time.

103 Termination of Employment

At the end of the 90-calendar day written notice period, if the employee selected the priority placement option and is not employed in any capacity within the Alberta Public Service, the employee is released from the public service.

104 Vesting Period

- (1) After the 90-calendar day written notice period expires, an employee enters a vesting period of 180 consecutive calendar days during which the employee continues to be considered for priority placement. The vesting period starts the

day after the notice period expires.

- (2) During the 180-calendar day vesting period, an employee may still apply for consideration in limited competitions and competitions in the department from which the employee was abolished.
- (3) An employee may choose to waive vested rights at any time during the vesting period and to receive position abolishment severance pay.
- (4) An employee may forfeit vested rights if the employee refuses to accept, without satisfactory reason, another permanent position that meets the employer's obligation as outlined in the position abolishment provisions of this Regulation.
- (5) Non-bargaining unit employees will be eligible to continue to be covered in the Dental Plan, the Extended Medical Plan, the Prescription Drug Plan, the Group Life Insurance Plan and the Health Spending Account during the vesting period.
- (6) The employer and the employee will continue to pay their respective portions of the applicable premium costs.

Sec 103(5) Amend M.O. 14/2012 Oct-3-2012

105 Salary Determination for Opted Out or Excluded Employees

- (1) If opted out or excluded employees are placed during the notice period or rehired during the vesting period, determine their salary as follows:
 - (a) if employees are placed in a comparable position at the same level, their salary and anniversary date do not change; or
 - (b) if employees are placed in a comparable position with a maximum salary rate less than the salary they were receiving on the date their position was abolished, their salary is protected over-range (except where a salary modifier applies). Their salary remains over-range until the maximum salary rate for the new position equals or surpasses their existing salary rate. Their anniversary date does not change.
- (2) If an employee accepts a non-comparable position during the notice period, or is rehired to a non-comparable position or wage opportunity during the vesting period, the employee's salary may be protected over-range until it falls within the salary range of the new class.
- (3) If placement to a non-comparable position would cause the employee's salary to be protected over-range at an unreasonably high level for the work performed, the department may assign a lower salary in accordance with subsection 36(3). The employee maintains placement rights.

106 Position Abolishment Severance Pay

- (1) When the vesting period expires, an employee who is no longer employed in the

Alberta Public Service in any capacity is eligible for position abolishment severance pay. This payment is made at the end of the vesting period, or at any time during the vesting period if the employee waives vested rights.

- (2) An employee who accepts another permanent position at any level in the Alberta Public Service is not entitled to position abolishment severance pay.
- (3) An employee who accepts temporary or wage employment that extends past the expiry date of the vesting period is eligible for position abolishment severance pay when the non-permanent employment ends.
- (4) An employee receives one and one-half weeks' pay for each full year of continuous employment, to a maximum of 25 weeks' pay.
- (5) Position abolishment severance pay for a part time permanent employee is calculated based on the salary the employee is earning (not including acting pay) at the time the employee's position is abolished.

107 Employee Benefit Status When Rehired

If an employee is released and then rehired to a permanent or temporary salaried position during the 180-day vesting period, the employee's benefits will be treated as if the employee was on leave without pay. If an employee is rehired after the 180-day vesting period has expired, the employee's benefits will be treated as if the employee was a new employee.

108 Employee Commencing Leave – Impact on Position Abolishment Rights

If an employee starts maternity, adoption, or parental leave after receiving written notice of position abolishment, the employee's position abolishment rights are interrupted. These rights are interrupted from the date the employee starts the leave to the end of the leave or to the date the employee returns to work, whichever is sooner.

Part 13

Layoff and Recall

109 Application

- (1) This Part applies to opted out or excluded employees. It does not apply to temporary employees at the end of their term of employment or wage employees.

110 Definitions

In this Part:

- (a) “continuous employment” means any period of employment that does not include a break in service of more than ninety (90) days;
- (b) “permanent status” means status given to employees occupying a permanent position;
- (c) “temporary status” means status given to employees occupying a temporary position;
- (d) “wage employee” means a person hired for casual employment;
- (e) “layoff” means a temporary separation from employment with anticipated future recall.

111 Notice

Except in circumstances beyond the reasonable control of the employing department, employees will have:

- (a) 14 calendar days’ notice for permanent employees; or
- (b) 7 calendar days’ notice for temporary employees.

112 Layoff

- (1) When similar employees are to be laid off, the employing department will lay off employees with the least seniority first if the employees retained are qualified and able to perform the work.
- (2) Time spent by a probationary employee on layoff will be added to the employee’s probationary period at the time of recall.
- (3) An employee who is laid off will be placed on a leave without pay, and all benefits will be the same as for any employee on a leave without pay.
- (4) A permanent employee whose position is abolished during a period of layoff is eligible for position abolishment rights according to Part 12.

113 Recall

- (1) An employee may only be recalled to the position from which the employee was laid off.
- (2) When similar employees are to be recalled, they will be recalled by seniority. Senior employees will be recalled first if they are qualified and able to perform the work available.
- (3) Employees will provide their employing department with their current address for recall purposes.

114 Loss of Seniority and Rights

An employee loses all seniority and forfeits all rights, and the employing department is not obliged to recall the employee if:

- (a) the employee resigns or employment is properly terminated; or
- (b) the employee does not return to work on recall within 3 work days of the stated reporting date, or the employee cannot be located after reasonable effort on the part of the employing department to recall the employee; or
- (c) the employee has not been recalled to work within 180 calendar days following layoff.

115 Severance

- (1) If a permanent employee has not been recalled within 180 calendar days from the date of layoff, the employee is entitled to severance pay in the amount of 1 ½ weeks of pay for each full year of continuous employment to a maximum of 25 weeks of pay.
- (2) An employee will not receive severance pay if the employee resigns, retires, or fails to return to work when recalled, or if the employment is properly terminated.

Part 14

Discipline Appeal Process

116 Application

This Part applies to permanent managers and opted out or excluded employees.

117 Discipline Appeal Process

- (1) An employee will be notified in writing if disciplinary action is taken against the employee. Within 15 days of receiving the notice, the employee may request that the deputy head review the action.
- (2) The deputy head may establish appropriate review procedures, provided the employee is allowed the opportunity to present the case orally or in writing, or both.
- (3) The deputy head will complete the review within 30 days of receiving the request, and will notify the employee in writing of whether the disciplinary action is upheld, modified, or rescinded.

- (4) If the disciplinary action results in dismissal, suspension without pay, or reduction in present salary, the employee may request in writing that the Public Service Commissioner establish a Board of Review. The request must be made within 10 days of receiving the deputy head's decision, or within 10 days of when the decision should have been received.
- (5) On receiving a request for review, the Public Service Commissioner will establish a Board of Review and appoint a Chair and 2 other members.

118 Role of the Board of Review

A disciplinary Board of Review conducts an internal review of a management decision; the proceedings are not public. The board does not have final and binding powers. The discipline appeal process will not review classification decisions. A Board of Review:

- (a) may decide on the relevance and admissibility of evidence; and
- (b) will require that evidence be given under oath or affirmation but will not be bound by the rules of evidence applicable to judicial proceedings; and
- (c) will allow the parties opportunity for cross-examination, rebuttal, and summation; and
- (d) will allow the parties to be represented by counsel; and
- (e) may retain counsel for their own purposes; and
- (f) may require that the proceedings be recorded; and
- (g) may order such adjournments as it considers necessary.

119 Board of Review Recommendation

- (1) Within 10 days of completing its review, the Board of Review will recommend to the department head in writing that the disciplinary action be upheld, modified, or rescinded. A copy of the recommendation will be sent to the Public Service Commissioner.
- (2) Within 10 days of receiving the Board of Review's recommendation, the department head will notify the manager in writing of whether the disciplinary action is to be upheld, modified, or rescinded. If the disciplinary action is rescinded, all material related to that action must be removed from the employee's file.

120 Correspondence

All correspondence, including notification of disciplinary action, should be delivered by hand or by double registered mail.

121 Time Limits

- (1) Time limits may be extended by agreement in writing between the employee and either the deputy head, department head, Public Service Commissioner, or the Chair of the Board of Review.
- (2) No time limit is set for the proceedings of the Board of Review; however, this review should be completed as quickly as possible.
- (3) An employee may withdraw a request for a review at any time. The Public Service Commissioner will then dissolve the Board of Review.

Part 15

Workers' Compensation Supplement

122 Application

This Part applies to managers or opted out or excluded employees who are injured while on the job.

- (1) An employee's injury must qualify for benefits under the Workers' Compensation Act for the employee to earn Workers' Compensation Supplement.

123 Workers' Compensation Supplement Entitlements

- (1) If an employee is injured on the job, the employee will be paid at the regular full salary for up to 80 days.
- (2) If an employee returns to work before receiving 80 days of entitlements, and then is absent as a result of the same injury, the employee will be paid the full salary for the balance of the 80 days.
- (3) If an employee is not able to return to work after 80 days, the employee will be paid benefits for which the employee is eligible under the *Workers' Compensation Act* and the Long Term Disability Income Continuance Plan.
- (4) If an employee must leave work the day the injury occurs, the employee will receive full pay for that day. The 80-day entitlement is not reduced by this amount.
- (5) When a paid holiday falls within the 80-day period, the day is considered part of the 80-day entitlement and the entitlement is reduced.

Part 16

Performance Management

- 124** Deputy heads will establish and maintain departmental performance management systems.

Part 17

Official Pay Plan

- 125** The Official Pay Plan is set out in the following Schedules to this Regulation:
- (a) Schedule 1 for Opted Out and Excluded Employees; and
 - (b) Schedule 2 for Management Employees.

Sec 125 Amend M.O.05/2022, Apr-14-2022
Sec 124 (a) & (b) Deleted and Replaced M.O. 7/2014, Jun-30-2014
Sec 124 (a) & (b) Del and Replaced M.O. 1/2011
Part 18, Sec 125, deleted, M.O. 7/2009, Oct-1-2009
Part 19, Sec 126, deleted, M.O. 7/2009, Oct-1-2009

- 126** Repealed; effective April 14, 2022.

Sec 126 Repealed M.O.05/2022, Apr-14-2022
Sec 125 Added M.O. 06/2016, Jan-12-2016

Schedule 1
Opted Out and Excluded Official Pay Plan
Part 1-A

Effective April 1, 2015

| Stream | Level | Bi-Weekly Salary Range | |
|-------------------------|---------|------------------------|------------|
| | | Minimum | Maximum |
| Agricultural Science | Level 1 | \$2,161.37 | \$3,241.54 |
| | Level 2 | \$2,524.91 | \$3,462.47 |
| | Level 3 | \$2,891.46 | \$3,809.56 |
| | Level 4 | \$3,162.26 | \$4,192.56 |
| | Level 5 | \$3,387.65 | \$4,496.76 |
| Information Technology | Level 1 | \$2,161.37 | \$3,241.54 |
| | Level 2 | \$2,645.60 | \$3,632.52 |
| | Level 3 | \$3,022.61 | \$4,003.55 |
| Financial Management | Level 1 | \$1,918.50 | \$2,830.62 |
| | Level 2 | \$2,360.34 | \$3,241.54 |
| | Level 3 | \$2,949.31 | \$3,886.36 |
| Engineering and Related | Level 1 | \$2,511.45 | \$3,778.14 |
| | Level 2 | \$3,007.16 | \$4,163.64 |
| | Level 4 | \$3,523.30 | \$4,676.79 |
| Human Relations | Level 1 | \$1,951.41 | \$2,891.46 |
| | Level 2 | \$2,524.91 | \$3,462.47 |
| | Level 3 | \$2,961.77 | \$3,914.78 |
| Legal | Level 1 | \$3,055.53 | \$3,936.73 |
| Intern | | \$1,517.54 | \$3,257.00 |

Schedule 1
Opted Out and Excluded Official Pay Plan
Part 1-A

Effective January 1, 2023

| Stream | Level | Bi-Weekly Salary Range | |
|-------------------------|---------|------------------------|------------|
| | | Minimum | Maximum |
| Agricultural Science | Level 1 | \$2,188.39 | \$3,282.06 |
| | Level 2 | \$2,556.47 | \$3,505.75 |
| | Level 3 | \$2,927.60 | \$3,857.18 |
| | Level 4 | \$3,201.79 | \$4,244.97 |
| | Level 5 | \$3,430.00 | \$4,552.97 |
| Information Technology | Level 1 | \$2,188.39 | \$3,282.06 |
| | Level 2 | \$2,678.67 | \$3,677.93 |
| | Level 3 | \$3,060.39 | \$4,053.59 |
| Financial Management | Level 1 | \$1,942.48 | \$2,866.00 |
| | Level 2 | \$2,389.84 | \$3,282.06 |
| | Level 3 | \$2,986.18 | \$3,934.94 |
| Engineering and Related | Level 1 | \$2,542.84 | \$3,825.37 |
| | Level 2 | \$3,044.75 | \$4,215.69 |
| | Level 4 | \$3,567.34 | \$4,735.25 |
| Human Relations | Level 1 | \$1,975.80 | \$2,927.60 |
| | Level 2 | \$2,556.47 | \$3,505.75 |
| | Level 3 | \$2,998.79 | \$3,963.71 |
| Legal | Level 1 | \$3,093.72 | \$3,985.94 |
| Intern | | \$1,536.51 | \$3,297.71 |

Schedule 1
Opted Out and Excluded Official Pay Plan
Part 1-A

Effective September 1, 2023

| Stream | Level | Bi-Weekly Salary Range | |
|-------------------------|---------|------------------------|------------|
| | | Minimum | Maximum |
| Agricultural Science | Level 1 | \$2,221.22 | \$3,331.29 |
| | Level 2 | \$2,594.82 | \$3,558.34 |
| | Level 3 | \$2,971.51 | \$3,915.04 |
| | Level 4 | \$3,249.82 | \$4,308.64 |
| | Level 5 | \$3,481.45 | \$4,621.26 |
| Information Technology | Level 1 | \$2,221.22 | \$3,331.29 |
| | Level 2 | \$2,718.85 | \$3,733.10 |
| | Level 3 | \$3,106.30 | \$4,114.39 |
| Financial Management | Level 1 | \$1,971.62 | \$2,908.99 |
| | Level 2 | \$2,425.69 | \$3,331.29 |
| | Level 3 | \$3,030.97 | \$3,993.96 |
| Engineering and Related | Level 1 | \$2,580.98 | \$3,882.75 |
| | Level 2 | \$3,090.42 | \$4,278.93 |
| | Level 4 | \$3,620.85 | \$4,806.28 |
| Human Relations | Level 1 | \$2,005.44 | \$2,971.51 |
| | Level 2 | \$2,594.82 | \$3,558.34 |
| | Level 3 | \$3,043.77 | \$4,023.17 |
| Legal | Level 1 | \$3,140.13 | \$4,045.73 |
| Intern | | \$1,559.56 | \$3,347.18 |

Schedule 1 Part 1-A Amend M.O. 05/2022, Apr-14-2022
Schedule 1 Part 1-A April 1, 2016 Repealed M.O. 06/2016, Jan-12-2016
Schedule 1 Part 1-A Deleted and Replaced M.O. 7/2014, Jun-30-2014

Schedule 1
Opted Out and Excluded Official Pay Plan
Part 2-A

Effective April 1, 2015

| Class Title | Class Number | Stream |
|--|------------------------------|---------------------------------|
| Agrologist Level 1 | <u>521AG</u> | Agricultural Science Level 1 |
| Agrologist Level 2 | <u>522AG</u> | Agricultural Science Level 2 |
| Agrologist Level 3 | <u>523AG</u> | Agricultural Science Level 3 |
| Veterinarian Level 1 | <u>522VT</u> | Agricultural Science Level 2 |
| Veterinarian Level 2 | <u>523VT</u> | Agricultural Science Level 3 |
| Veterinarian Level 3 | <u>524VT</u> | Agricultural Science Level 4 |
| Veterinarian Level 4 | <u>525VT</u> | Agricultural Science Level 5 |
| Engineering and Related Level 1 | <u>521ER</u> | Engineering and Related Level 1 |
| Engineering and Related Level 2 | <u>522ER</u> | Engineering and Related Level 2 |
| Engineering and Related Level 4 | <u>524ER</u> | Engineering and Related Level 4 |
| Auditor Level 1 | <u>511AU</u> | Financial Management Level 1 |
| Auditor Level 2 | <u>512AU</u> | Financial Management Level 2 |
| Auditor Level 3 | <u>513AU</u> | Financial Management Level 3 |
| Budget Officer Level 1 | <u>511BO</u> | Financial Management Level 1 |
| Budget Officer Level 2 | <u>512BO</u> | Financial Management Level 2 |
| Budget Officer Level 3 | <u>513BO</u> | Financial Management Level 3 |
| Legal Counsel | <u>522LC</u> | Legal Level 1 |
| Human Relations Level 1 | <u>511HR</u> | Human Relations Level 1 |
| Human Relations Level 2 | <u>512HR</u> | Human Relations Level 2 |
| Human Relations Level 3 | <u>513HR</u> | Human Relations Level 3 |
| Systems Analyst Level 1 | <u>511SA</u> | Information Technology Level 1 |
| Systems Analyst Level 2 | <u>512SA</u> | Information Technology Level 2 |
| Systems Analyst Level 3 | <u>513SA</u> | Information Technology Level 3 |
| Intern (Job Code <u>511ZZA</u>) | | |

Schedule 1 Part 2-A April 1, 2016 Repealed M.O. 06/2016, Jan-12-2016
Schedule 1 Part 2-A Amended and Replaced M.O. 7/2014, Jun-30-2014

**Schedule 1
Opted Out and Excluded Official Pay Plan
Part 2 – B**

Excluded Administrative Support Classifications

Effective April 1, 2015

| Class Number | Class Title | Bi-Weekly Salary Range | |
|--------------|--------------------------------------|------------------------|------------|
| | | Min. | Max. |
| 311ES | Executive Support 1 | \$1,650.19 | \$2,192.77 |
| 312ES | Executive Support 2 | \$1,964.88 | \$2,630.64 |
| 313ES | Executive Support 3 | \$2,079.58 | \$2,961.77 |
| 311MO | Minister's Secretary | \$1,898.06 | \$2,446.63 |
| 312MO | Minister's Administrative Assistant | \$2,275.57 | \$3,051.05 |
| 311LG | Secretary to the Lt. Gov. | \$1,964.88 | \$2,630.64 |
| 312LG | Administrative Assistant to Lt. Gov. | \$2,079.58 | \$2,961.77 |

**Schedule 1
Opted Out and Excluded Official Pay Plan
Part 2 – B**

Excluded Administrative Support Classifications

Effective January 1, 2023

| Class Number | Class Title | Bi-Weekly Salary Range | |
|--------------|-------------------------------|------------------------|------------|
| | | Min. | Max. |
| 311ES | Executive Support 1 | \$1,670.82 | \$2,220.18 |
| 312ES | Executive Support 2 | \$1,989.44 | \$2,663.52 |
| 313ES | Executive Support 3 | \$2,105.57 | \$2,998.79 |
| 311MO | Minister Support 1 | \$1,921.79 | \$2,477.21 |
| 312MO | Minister Support 2 | \$2,304.01 | \$3,089.19 |
| 311LG | Lieutenant Governor Support 1 | \$1,989.44 | \$2,663.52 |
| 312LG | Lieutenant Governor Support 2 | \$2,105.57 | \$2,998.79 |

**Schedule 1
Opted Out and Excluded Official Pay Plan
Part 2 – B**

Excluded Administrative Support Classifications

Effective September 1, 2023

| Class Number | Class Title | Bi-Weekly Salary Range | |
|--------------|-------------------------------|------------------------|------------|
| | | Min. | Max. |
| 311ES | Executive Support 1 | \$1,695.88 | \$2,253.48 |
| 312ES | Executive Support 2 | \$2,019.28 | \$2,703.47 |
| 313ES | Executive Support 3 | \$2,137.15 | \$3,043.77 |
| 311MO | Minister Support 1 | \$1,950.62 | \$2,514.37 |
| 312MO | Minister Support 2 | \$2,338.57 | \$3,135.53 |
| 311LG | Lieutenant Governor Support 1 | \$2,019.28 | \$2,703.47 |
| 312LG | Lieutenant Governor Support 2 | \$2,137.15 | \$3,043.77 |

Schedule 1 Part 2-B Amend M.O. 05/2022, Apr-14-2022
Schedule 1 Part 2-B April 1, 2016 Repealed M.O. 06/2016, Jan-12-2016
Schedule 1 Part 2-B Deleted and Replaced M.O. 7/2014, Jun-30-2014

**Schedule 2
Management Official Pay Plan**

Effective April 1, 2015

| Class Code | Class Title | Point Range | Bi-Weekly Salary Range | |
|------------|---------------------------------------|-------------|------------------------|------------|
| | | | Min. | Max. |
| M620 | Band 4 Executive Manager II | 1301-1700 | \$5,873.18 | \$7,707.88 |
| M610 | Band 3 Executive Manager I | 906-1300 | \$4,801.47 | \$6,310.03 |
| M420 | Band 2 Senior Manager | 641-905 | \$3,352.75 | \$5,127.61 |
| M410 | Band 1 Manager | 350-640 | \$2,568.30 | \$4,121.25 |

**Schedule 2
Management Official Pay Plan**

Effective January 1, 2023

| Class Code | Class Title | Point Range | Bi-Weekly Salary Range | |
|------------|---------------------------------------|-------------|------------------------|------------|
| | | | Min. | Max. |
| M620 | Band 4 Executive Manager II | 1301-1700 | \$5,946.59 | \$7,804.23 |
| M610 | Band 3 Executive Manager I | 906-1300 | \$4,861.49 | \$6,388.91 |
| M420 | Band 2 Senior Manager | 641-905 | \$3,394.66 | \$5,191.71 |
| M410 | Band 1 Manager | 350-640 | \$2,600.40 | \$4,172.77 |

**Schedule 2
Management Official Pay Plan**

Effective September 1, 2023

| Class Code | Class Title | Point Range | Bi-Weekly Salary Range | |
|------------|---------------------------------------|-------------|------------------------|------------|
| | | | Min. | Max. |
| M620 | Band 4 Executive Manager II | 1301-1700 | \$6,035.79 | \$7,921.29 |
| M610 | Band 3 Executive Manager I | 906-1300 | \$4,934.41 | \$6,484.74 |
| M420 | Band 2 Senior Manager | 641-905 | \$3,445.58 | \$5,269.59 |
| M410 | Band 1 Manager | 350-640 | \$2,639.41 | \$4,235.36 |

Schedule 2 Amend M.O. 05/2022, Apr-14-2022
Schedule 2 April 1, 2016 Repealed M.O. 06/2016, Jan-12-2016
Schedule 2 Deleted and Replaced M.O. 7/2014, Jun-30-2014