

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT MADE THIS 17th DAY OF JANUARY 2020.

BETWEEN:

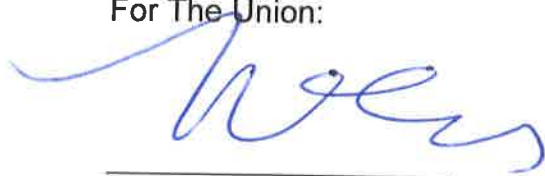
SADDLE HILLS COUNTY
("Employer")

-and-

ALBERTA UNION OF PROVINCIAL EMPLOYEES, LOCAL 118/006
("Union")


1. This Memorandum of Agreement consists of what the Union and Employer agreed to at negotiations, which are attached to this document (agreed clauses signed by the Union and Employer, yellow pages).
2. The Union Negotiating Committee agrees to recommend this Memorandum of Agreement to employees for ratification.
3. The Employer Negotiating Committee agrees to recommend this Memorandum of Agreement to Council of the Employer for ratification.
4. Once this Memorandum of Agreement is ratified by the Union and the Employer, it will be put into a collective agreement which will be signed by the parties.

For The Union:



Merryn Edwards

For The Employer:



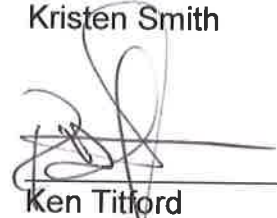
Albert Lavergne


Bev Damer
Alvin Hubert


Chelsea Brett


Wayne Lacey


Kristen Smith


Ken Titford


Cary Merritt

AGREED ITEMS: February 28, 2019

The following items were agreed at negotiations on February 28, 2019

1. **Regular Hours of Work, s. 12.01:** Change normal hours of work to regular hours of work throughout the hours of work clauses.
2. **Time Off In Lieu of Overtime, s 13.03:** Change to, "Time off in lieu of overtime pay will be taken at a mutually agreeable time within twelve (12) months from the end of the pay period in which it was worked. Any overtime not taken during that time is paid out".
3. **Jury Duty, s. 23.02:** Change to, "Where a Permanent Employee is required to serve as a Juror under the Jury Act, or is subpoenaed as a witness in his private capacity, he shall be allowed leave with pay and any monies other than expense allowances shall be paid to the Employer".
4. **Religious Observances, s. 24.03:** Change to, "As operational requirements permit, Permanent Employees who are members of non-Christian religions are entitled to up to two (2) days of unpaid leave per calendar year to observe holy days. Such leave shall not be unreasonably withheld".

The following Union and Employer proposals were resolved:

UP: None

EP12.01: Hours of work normal to regular;

EP13.03: Time off in lieu of overtime;

EP23.02: Jury Duty.

EP24.03: Religious Observances.

For The Union:



Merryn Edwards

For The Employer:



Albert Lavergne

AGREED ITEMS: March 13 & 14, 2019

The following items were agreed at negotiations on March 13 & 14, 2019

1. Definitions, s. 2.01: Gender Neutral

The provisions of this Agreement are intended to be gender neutral. A word used in the singular applies in the plural, unless the context or intent of a clause requires otherwise. In changing terminology to gender neutral, the intent and interpretation of a particular clause is not to be affected.

2. Definitions, Union Representative, s. 2.01:

"Union Representative" means a representative of the Alberta Union of Provincial Employees authorized by the Union to act on behalf of the Union or Employees, and includes a Union Steward, elected or appointed Union Officer or staff representative.

3. Employees Elected & Appointed To Union Positions, s. 9.04:

- a. In the event a Permanent Employee is elected to a full-time Union position, upon at least one (1) month of written notice to the Employer, the Permanent Employee is granted a leave of absence without pay and without loss of seniority. Group benefits may be continued during the leave of absence provided the Permanent Employee pays all of the premiums for them. The group benefits are cancelled when the Permanent Employee fails to pay the premiums. Eligibility for such benefits thereafter is according to the rules of the benefits provider. If the Local Authorities Pension Plan ("LAPP") is continued while the Permanent Employee is on the leave of absence or there is a buyback of LAPP service related to the leave of absence, the Union is to reimburse the Employer for the LAPP costs.
- b. If the Union appoints a Permanent Employee to a full-time position, upon at least one (1) month of written notice to the Employer, the Permanent Employee is granted a leave of absence without pay and without loss of seniority. Group benefits may be continued during the leave of absence provided the Permanent Employee pays all of the premiums for them. The group benefits are cancelled when the Permanent Employee fails to pay the premiums. Eligibility for such benefits thereafter is according to the rules of the benefits provider. If the Local Authorities Pension Plan ("LAPP") is continued while the Permanent Employee is on the leave of absence or there is a buyback of LAPP service related to the leave of absence, the Union is to reimburse the Employer for the LAPP costs. Only one (1) Permanent Employee will be off work at the same time on such leave of absence.

4. Purpose, Article 1.01:

The Parties mutually agree to the conditions in this Agreement, recognizing that:

- a. The Union has the sole right to negotiate and conclude a Collective Agreement on behalf of the Employees of the Employer pursuant to the Labour Relations Code;
- b. The Parties are mutually desirous of entering into a Collective Agreement with the intent and purpose of promoting a harmonious relationship between the Employees and the Employer;
- c. This Collective Agreement sets forth rates of pay, hours of work and conditions of employment; and
- d. It is the intent of the Parties to ensure the best possible provision of quality public services in a rural setting and to have safe and efficient operations.

The following Union and Employer proposals were resolved:


UP2.01: Gender neutral;

UP9.04: Employees elected & appointed to union positions;

EP1.01: Purpose;

EP2.01: Union representative definition.

For The Union:



Merryyn Edwards

For The Employer:



Albert Lavergne

AGREED ITEMS: April 25, 2019

The following items were agreed at negotiations on April 25, 2019:

1. **Immediate Family Definition, s. 2.01(f):** "Immediate family" are the following relations of the Employee or the Employee's spouse and includes same sex and common law relationships: spouse, father or stepfather, mother or stepmother, foster parent, foster child, guardian, grandmother, grandfather, grandchildren, brother, sister, child/stepchild, ward of the Employee, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or the spouse of any of them.
2. **Temporary Employee Definition, s. 2.01(d)(ii):** [There is to be only one definition of Temporary Employee in the collective agreement]. Temporary Employee means an Employee who is in a temporary position and performs duties as follows:
 - a. Working in a Full-Time or Part-Time position for a specified period of time up to twelve (12) months;
 - b. When Permanent Employees are absent or to replace a Full-Time or Part-Time Employee who is off work due to illness, disability, injury, WCB, maternity leave, parental leave, adoption leave or other leaves of absence approved by the Employer; and
 - c. For seasonal employment, project work or overload duties.
 - d. Temporary Employees who are not seasonal employees that are offered employment with the Employer for at least nine (9) consecutive months, are eligible for benefits in Article 20.01 (b) to (e) and accrue sick leave at one half (1/2) day per month to a maximum of six (6) days of sick leave per year to be used according to Article 19.
 - e. Temporary Employees who return to work with the Employer within one (1) year after their employment with the Employer ended are to have their prior service with the Employer recognized for the purposes of seniority, and if such Temporary Employee returns to the same or similar position occupied before employment ended, prior service is recognized for completing the probationary period.

Discrimination, Harassment, Sexual Harassment & Workplace Violence

3. The Employer, Union and Employees are committed to having a safe and respectful workplace where discrimination, harassment, sexual harassment and workplace violence are not tolerated.

time. In the event the investigation supports the complaint, disciplinary action, up to and including discharge, may be taken by the Employer against the offender. The investigation is to be completed as soon as reasonably practicable. The Employer is to advise the complainant of the status of the investigation every three (3) months. The Employer is to advise the complainant of the outcome of the investigation in writing.

11. The Employer will not tolerate any form of retaliation against an Employee who, in good faith, makes a complaint of discrimination, harassment, sexual harassment or workplace violence. If an Employee acts in bad faith in making the complaint, disciplinary action may be taken against the Employee, up to and including discharge.
12. The context and surrounding circumstances are to be considered for incidents of discrimination, harassment, sexual harassment and workplace violence. The seriousness of the inappropriate conduct is considered.
13. Reasonable measures are to be taken by the Employer and the Union to educate Employees about discrimination, harassment, sexual harassment and workplace violence.
14. The Employer's investigation into a complaint of discrimination, harassment, sexual harassment or workplace violence does not prohibit an Employee from filing a grievance or filing a complaint with the Alberta Human Rights Commission.

The following Union and Employer proposals were resolved:

UP: Immediate family;
UP: Temporary Employee definition;
UP: Discrimination/harassment;
EP: Immediate family;
EP: Temporary Employee definition
EP: Discrimination/harassment.

For The Union:



Merry Edwards

For The Employer:



Albert Lavergne

AGREED ITEMS: April 26, 2019


The following items were agreed at negotiations on April 26, 2019:

1. **Permanent Employee Definition, s. 2.01(d)(i):** "Permanent Employees" means employees employed in either Full or Part-time positions (referred to as "Full-time Employees" and "Part-time Employees" respectively). Full-time Employees work the regularly scheduled weekly hours in this Agreement. Part-Time Employees work regularly scheduled hours which are less than those of Full-Time Employees. Full-Time and Part-Time Employees are not Temporary or Casual Employees.

The following Union and Employer proposals were resolved:

EP: Permanent Employee Definition.

For The Union:



Merryn Edwards

For The Employer:



Albert Lavergne

AGREED ITEMS: April 26, 2019

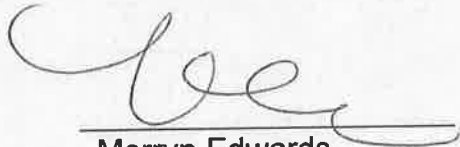
The following items were agreed at negotiations on April 26, 2019:

1. **Orientation, s. 7.05:** Without loss of pay, a Union Representative has the right to meet with the new Employee for up to fifteen (15) minutes and provide a Union orientation package to the new Employee, including a copy of the collective agreement. The Employer is to advise the Union Representative when the orientation occurs.

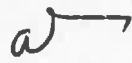
The following Union and Employer proposals were resolved:

UP: Orientation.

For The Union:


Merryyn Edwards

For The Employer:


Albert Lavergne

AGREED ITEMS: June 13, 2019

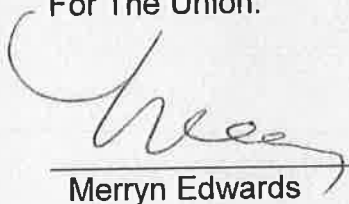
The following items were agreed at negotiations on June 13, 2019:

1. **Employee Management Advisory Committee, s. 8.01:** The Employer and the Union are committed to joint consultation and problem-solving on matters of mutual interest. An Employee-Management Advisory Committee shall be formed for this purpose and shall function for the term of this Agreement. The Employer and the Union each shall appoint up to three (3) representatives to the Committee.
2. s. 8.02: The Committee shall meet as required at the request of either Party and paid time off shall be provided by the Employer.
3. s. 8.03: The purpose of the Employment-Management Advisory Committee is to foster communications between the Employer and its Employees, to discuss issues which may arise and make recommendations for the Employer to consider. There is to be a consensus of the Committee for recommendations to the Employer. The Committee does not have the authority to make decisions which are binding on the Employer or the Union and cannot interpret or change the terms of the Collective Agreement or resolve grievances.

The following Union and Employer proposals were resolved:


EP: EMAC.

For The Union:



Merryn Edwards

For The Employer:



Albert Lavergne

AGREED ITEMS: June 13, 2019

The following items were agreed at negotiations on June 13, 2019:

1. **Maternity-Parental Leave, s. 21.01:** An Employee who has completed ninety (90) **days of continuous service** before commencing leave, shall be granted up to sixteen (16) weeks maternity leave and up to and sixty two (62) weeks parental leave without pay. The combined maternity and parental leave shall not be more than seventy-eight (78) weeks.
2. s. 21.02: 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 Employer at least four (4) weeks' notice in writing of the date on which she intends to commence maternity leave.
3. s. 21.03: Maternity leave may start any time within the thirteen (13) weeks leading up to the estimated due date and no later than the date of birth. Maternity leave commences when the Employee goes off work.
4. s. 21.04: There may be a health-related part of the maternity leave if the pregnant Employee becomes ill. During the health-related part of the maternity leave, the female Permanent Employee is entitled to use accrued sick leave. The health-related part of the maternity leave is determined by a satisfactory written statement from a physician.
5. s. 21.05: An Employee who is eligible for maternity leave shall take at least six (6) weeks of such leave immediately following the actual date of delivery. The Employee, with the agreement of the Employer, may shorten this six (6) week period by providing the Employer with a medical certificate indicating the resumption of her full duties will not endanger her health.
6. s. 21.06: If a pregnancy ends in other than a live birth within sixteen (16) weeks of the estimated due date, the Employee is entitled to unpaid maternity leave but is not entitled to parental leave. If maternity leave for such Employee has not already commenced, it commences on the date the pregnancy ended. Such maternity leave will end sixteen (16) weeks after it begins.
7. s. 21.07: An Employee granted leave without pay pursuant to Clauses 21.01 or 21.06, shall, upon return to work, be returned to her former position or be placed in another comparable position at not less than the same salary that had accrued to them prior to commencing leave, and at the same level of benefits that is applicable to Employees in their classification. Employees will be required to give the Employer four (4) weeks' notice in writing of her intention to return or not return to work after her leave ends.

8. s. 21.08: A pregnant Employee who presents medical evidence from her physician, which satisfies the Employer that continued employment in her present position may be hazardous to her or to her unborn child, may request a transfer to a more suitable position if one is available.
9. s. 21.09: An Employee who is eligible for maternity and parental leave and who is re-employed in any capacity within six (6) months from the date of her resignation shall be considered to have been on leave without pay but for the purpose of vacation leave shall be treated like a new Employee. All previous service with the Employer will be used in calculating entitlements to vacation leave.
10. s. 21.10: Where group benefits are continued for the Employee who is on maternity leave, the Employer and the Employee are to continue to pay the premiums and contributions for the benefits in the same manner as they did prior to the Employee going off work. If the Employee fails to pay the benefits premiums/contributions, the benefits are cancelled. Eligibility for such benefits thereafter is according to the rules and procedures of the benefits provider. LAPP for an Employee on maternity/parental leave is in accordance with the rules of LAPP.
11. **Adoption-Parental Leave, s. 22.01:** An Employee who has completed ninety (90) days of continuous service with the Employer before commencing leave and who is adopting a child, shall be granted leave of absence without pay for up to sixty-two (62) weeks within seventy-eight (78) weeks of the adoption date. The Employee shall provide satisfactory proof of adoption and shall give the Employer reasonable notice in writing of the date on which the leave is to commence.
12. s. 22.02: An Employee who has completed ninety (90) days of continuous service before commencing parental leave and who has or will have the actual care or custody of the newborn child, shall be granted up to sixty-two (62) weeks parental leave without pay to be taken within seventy-eight (78) weeks following the date of birth of the child. The Employee shall provide proof of the birth of the child and shall give the Employer reasonable notice in writing of the date on which the leave is to commence.
13. s. 22.03: An Employee granted leave without pay pursuant to Clauses 22.01 or 22.02 shall, upon return to work, be returned to their former position or be placed in another comparable position at not less than the same salary that had accrued to them prior to commencing leave, and at the same level of benefits that are applicable to Employees in their classification. Employees will be required to give the Employer four (4) weeks' notice in writing of their intention to return or not to return to work after their leave ends.

14.s. 22.04: Where group benefits are continued for the Employee who is on adoption/parental leave, the Employer and the Employee are to continue to pay the premiums and contributions for the benefits in the same manner as they did prior to the Employee going off work. If the Employee fails to pay the benefits premiums/contributions, the benefits are cancelled. Eligibility for such benefits thereafter is according to the rules and procedures of the benefits provider. LAPP for an Employee on adoption/parental leave is in accordance with the rules of LAPP.

15.s. 22.05: **Sharing Parental/Adoption Leave:** Employees who are parents of the child who intend to share parental or adoption leave are to advise the Employer of their intention to do so at the commencement of the leave. Subsequent requests may be considered. Such parent Employees are not to be off work at the same time on parental or adoption leave, unless otherwise authorized by the Employer.

Abandonment of Position, s. 34.01

16. An Employee who is absent without authorization for three (3) consecutive work days, or without notifying the Employer, will be deemed to have abandoned the Employee's position and resigned, unless justifiable extenuating circumstances are subsequently shown by the Employee which are acceptable to the Employer.

17. **Health & Safety, s. 30.01:** Each Employee and each supervisor shall take reasonable care for the protection of public and Employee health and safety in the operation of equipment and the storage or handling of materials and substances.

18.s. 30.02: An Employee shall immediately notify his supervisor when he has had an accident at a work site that results in injury or that had the potential of causing serious injury. An Employee who becomes aware of a health and safety concern at his work site shall immediately notify his supervisor.

19.s. 30.03: Where the Employer requires an Employee to undergo compulsory medical examination(s), the cost of such examination(s), shall be paid for by the Employer.

20.s. 30.04: Protective clothing, safety equipment and apparel shall be provided by the Employer as required by the Alberta Occupational Health and Safety Act, Code and Regulations thereunder, at no cost to the Employee. All protective clothing, safety equipment and apparel provided by the Employer are to be used by Employees as required by the Employer.

21.s. 30.05: All protective clothing, safety equipment, safety apparel/clothing and coveralls provided by the Employer remain the property of the Employer and Employees are to keep and maintain them in good condition, normal wear

and tear excepted. Employees who are required to wear safety footwear in their work are to keep and maintain it in good condition, normal wear and tear excepted.

- 22.s. 30.06: Where the Occupational Health and Safety Standards require safety footwear to be worn by an Employee, the Employer shall pay to each Employee the cost of such footwear to a maximum of two hundred dollars (\$200.00) per annum, payable upon proof of purchase. If an Employee resigns within three (3) months of receiving the reimbursement, the Employee shall repay the footwear allowance and it may be deducted from the Employee's final pay.
- 23.s. 30.07: The Employer will provide coveralls to Employees who are required to use them in their work. The Employer will determine when coveralls are necessary or required for Employees. The Employee is responsible for laundering the coveralls.
24. **Joint Occupational Health & Safety Committee, (Sub-Title, Same Article):** In ensuring a safe work environment as far as is reasonably practicable, the Employer, Union and Employees recognize the provisions of the Alberta Occupational Health & Safety Act, Regulations and Safety Code thereunder. The Employer, Union and Employees have responsibility for safety in the workplace.
25. The Joint Occupational Health & Safety Committee ("Joint OHS Committee") is to consist of at least (2) Employer representatives and at least two (2) Employee representatives. The Employee representatives are appointed by the Union. There is to be an equal number of Employer and Employee representatives on the Joint OHS Committee.
26. The Joint OHS Committee is to meet monthly, or as otherwise may be required, to discuss safety related issues in the workplace. The Joint OHS Committee is to make recommendations to the Employer for safety in the workplace. Once recommendations are provided to the Employer, the Employer is to provide the Joint OHS Committee with responses to its recommendations in a timely manner. Acting reasonably, the Joint OHS Committee may consider workplace safety/health concerns, identification of workplace hazards, the development of measures to protect workplace safety/health and may conduct walkabouts at the workplace. Employees and managers may bring safety/health concerns to the Joint OHS Committee and such Employees and managers are to also make the Employer aware of the concerns. Employees and the Joint OHS Committee are to advise the Employer forthwith of urgent safety/health concerns which pose imminent danger.
27. The Joint OHS Committee is to be co-chaired by an Employer and Employee representative. Minutes of the Joint OHS Committee meetings are to be kept.

28. Employee representatives of the Joint OHS Committee are not to suffer loss of pay for attending a Joint OHS Committee meeting. Pay for Employee representatives of the Joint OHS Committee is at the straight time rate. When an Employee representative attends a Joint OHS Committee meeting on a non-schedule working day for the Employee, the Employee is paid one (1) hour of pay at the straight time rate, or the actual time in attendance at the meeting, whichever is greater.

29. Requirements for the Joint OHS Committee which are mandated by applicable Alberta safety laws are to be followed.

The following Union and Employer proposals were resolved:

UP: Maternity-Parental-Adoption Leave;
UP: Safety Boots & OHS Committee;
EP: Maternity-Adoption-Parental Leave;
EP: Safety Boots & OHS Committee;
EP: Abandonment of Position.

For The Union:



Merryn Edwards

For The Employer:



Albert Lavergne

AGREED ITEMS: June 26, 2019

The following items were agreed at negotiations on June 26, 2019:

1. **Management Rights** 4.01 The Employer retains all rights not otherwise specifically abridged, modified or expressly limited or restricted by this Agreement. Without limiting the generality of the foregoing, the Union acknowledges that it will be the exclusive right of the Employer to operate and manage its business in all respects as long as that right is not specifically abridged, modified or restricted in this Agreement.

Subject to the express terms of this Agreement, the Union acknowledges the management rights of the Employer, which include, but are not limited to:

- (a.) Maintaining order, discipline and efficiency, and the right to discipline, suspend and discharge Employees for just cause;
 - (b.) Making or altering rules, regulations, policies and procedures to be observed by Employees;
 - (c.) Determining the nature, location and type of operations and services and their continuance or discontinuance, setting operational standards, procedures and methods, techniques, technology, machinery and equipment used;
 - (d.) Taking measures for the orderly, efficient, and economic operation of the Employer's business;
 - (e.) Determining the workforce requirements, directing the workforce, hiring, selecting, promoting, transferring, assigning shifts and scheduling, and layoff and recall of Employees.
- 4.02 Failure of the Employer to exercise any of its management rights is not considered to be a waiver of those rights or prevent the Employer from exercising those rights.
- 4.03 The reasonable conduct of the Employer, supervisor or manager with respect to the management of Employees is not discrimination, harassment, sexual harassment or workplace violence. When the conduct of managers and supervisors is alleged to be discrimination, harassment, sexual harassment or workplace violence as defined in Article XX Discrimination, Harassment, Sexual Harassment and Workplace Violence, Employees will have recourse to the complaint procedure described in that Article.

4.04 The question of whether one of these management rights is limited by the other provisions of this Agreement may be decided through the grievance procedures.

2. **Information With Dues, s. 6.03:** The dues deductions remitted shall be accompanied by particulars identifying each Employee (which may be provided electronically) showing their name, address, phone number, start date, classification, rate of pay, whether Full-Time, Part-Time or Temporary, newly hired Employees since the last dues remittances was provided, the date employment ended (if applicable) and the dues deducted for the remittance period. Employees are responsible for keeping their addresses and phone numbers up to date.
3. **Acting Incumbency, ss. 10.01-10.02:** Where an Employee is designated, by the Employer to perform the prime functions of a different position in a different classification with a higher rate of pay ("higher level classification") for at least 1 (one) working day and such designation is approved in writing by the Chief Administrative Officer or other authorized designate of the Employer, the Employee shall receive acting incumbency pay. The Employee may be required to perform some duties of the Employee's regular position/classification position when appointed acting in a higher level classification. Training in a higher level classification is not acting incumbency. Acting incumbency pay is not payable when training occurs in a higher level classification and the Employee is paid the rate of pay for the Employee's regular position/classification. When an Employee is required to temporarily perform the duties of a lower paid classification, they shall suffer no reduction in pay and their pay shall remain unchanged.
4. When the Employee is appointed acting in a higher level classification, the Employee is paid an additional minimum of six percent (6%) of his/her regular salary, or at the discretion of the Employer, may be paid the minimum wage rate for the acting higher level classification according to the wage grid if it is greater than an additional six percent (6%) of the wage for the Employee's regular position. The wage rate paid to the Employee on return to his/her regular position is to be as if the Employee continued to occupy their regular position.
5. **Probationary Period, s. 28.01:** The initial probationary period shall be six (6) months. An Employee is not entitled to bid on posted vacancies during the probationary period, unless otherwise determined by the Employer. The termination of an Employee's employment during the probationary period may be grieved, but cannot proceed to arbitration. Performance is to be evaluated during the probationary period.

6. **Trial Period, s. 28.02:** A trial period is a time for the Permanent Employee to demonstrate knowledge, efficiency and ability to satisfactorily perform the job. Permanent Employees who are accepted for a posted vacancy in the bargaining unit shall serve a trial period of three (3) weeks. If such Permanent Employee is not satisfactory during the trial period, he or she will be returned to his or her previous position. During the trial period, a Permanent Employee who has good reason for returning to his or her previous position may do so. When a Permanent Employee returns to the previous position, the rate of pay applicable to that position applies.

The following Union and Employer proposals were resolved:


UP: Information with dues;
UP: Acting incumbency;
EP: Management rights;
EP: Acting incumbency
EP: Trial period & probation.

For The Union:



Merryyn Edwards

For The Employer:



Albert Lavergne

AGREED ITEMS: June 26, 2019

The following items were agreed at negotiations on June 26, 2019:

1. **Arbitration, s. 33.02:** Change to: The Union and the Employer shall endeavor to agree on a single arbitrator within fifteen (15) days of the notice to submit the grievance. If the parties do not agree on a single arbitrator, or the Employer or Union desires an arbitration board, a three person arbitration board is to be appointed consisting of a neutral Chair, Employer nominee and Union nominee. The costs of the Chair are shared equally by the Employer and the Union. The Employer and the Union pay for the costs of their respective nominees. The Union is to provide the name of its nominee to the arbitration board within fifteen days (15) of the notice referring the grievance to arbitration. The Employer is to provide the name of its nominee to the arbitration board within fifteen (15) days of receiving notice of the Union's nominee. The Union nominee is required to provide the Employer nominee with proposed names of neutral chairs for the arbitration board within fifteen (15) days of the Employer nominee being appointed. The Employer nominee is to advise the Union nominee whether a proposed chair is acceptable, and if not, the names of proposed chairs are to be provided to the Union nominee by the Employer nominee. In the event the nominees have not agreed on a chair within forty-five (45) days of the Union nominee being appointed, the Director of Mediation is to appoint a chair.
2. s. 33.03: Change to: If the Union and the Employer fail to jointly appoint a single arbitrator or chair of an arbitration board within the time limits, the Director of Mediation Services shall be asked to appoint the single arbitrator or the chair in accordance with the Alberta Labour Relations Code.
3. **Other Forms of Dispute Resolution, s. 33.07:** The parties may agree to other forms of dispute resolution than mediation. When other forms of dispute resolution are used, the grievance and arbitration procedures are suspended. Agreements reached are to be in writing with the grievance discontinued.
4. **Letter Understanding EMAC Review Bullying & Harassment:** Delete.

The following Union and Employer proposals were resolved:

EP: Mediation/Arbitration/ADR;
EP: LOU EMAC Bullying & Harassment.

For The Union:



Merryn Edwards

For The Employer:



Albert Lavergne

AGREED ITEMS: June 27, 2019

The following items were agreed at negotiations on June 27, 2019:

1. **Scope, s. 3:** The language in the current collective agreement applies. The Employer and Union both withdraw their proposals on changes to the scope clause.
2. **Union Activities & Relations, s. 7.01:** Change to: The Employer will grant Union Representatives access to its premises for a specific purpose provided prior approval has been obtained. Union activities on the Employer's premises are not to interfere with the operation of the Employer's business. When investigating a grievance for the purpose of meeting with the Grievor or his immediate supervisor, an appointment with the grieving Employee or his immediate supervisor will be obtained through the Chief Administrative Officer. The foregoing approval will not be unreasonably denied.

The following Union and Employer proposals were resolved:

UP: Scope, s. 3;

EP: Scope, s. 3;

EP: Union activities on employer premises.

For The Union:



Merryn Edwards

For The Employer:



Albert Lavergne

AGREED ITEMS: JANUARY 17, 2020

The following items were agreed at negotiations on January 17, 2020:

Job Postings, Article 11

1. ****Agreed January 16, 2020:** The Employer is not required to fill a vacancy. The Employer is only required to post for Permanent Employee and Temporary Employee vacancies. When a Permanent Employee or Temporary Employee vacancy occurs, such vacancy shall be posted for five (5) workdays on Employer bulletin boards and may be concurrently publicly advertised.
 - a. ****Agreed January 16, 2020:** The job posting is to have the position, qualifications, education/technical requirements, wage rate and hours of work. If it is a Temporary position, the anticipated duration.
 - b. ****Agreed January 16, 2020:** Existing Permanent and Temporary Employees who meet the requirements in the posting, and who apply for the vacancy, are to be given interviews before those who are not employed with the Employer and are to be chosen if they have the qualifications, abilities and skills for the position.
2. ****Agreed January 16, 2020:** By mail, email or other electronic means, job postings are to be sent to Employees who do not attend the Employer's facilities where job postings are put on bulletin boards.
3. ****Agreed January 16, 2020:** Where internal applicants are not accepted for the job posting, the Employer may fill the position with external applicants.
4. ****Agreed January 16, 2020:** When filling vacancies for Permanent Employee and Temporary Employee positions, the determining factors shall be qualifications, abilities and skills and where those factors for internal applicants are equal, the deciding factor is seniority.
5. ****Agreed January 16, 2020:** By mutual agreement, the Employer and the Union may agree that an Employee be appointed to a Permanent Employee or Temporary Employee position without posting for it.
6. ****Agreed:** Subject to the acting incumbency provisions in Article 10, the Employer may temporarily fill a position which has been posted with existing Employees. The

Employer may temporarily fill the posted position with others when existing Employees are not available.

7. ****Agreed: Article 12, Hours of Work:** The regular hours of work for Full-Time Employees for the purpose of determining pay, benefits and overtime under this Agreement shall be as indicate below. The regular hours of work for Part-Time Employees are less than those of Full-Time Employees. The hours of work for Temporary and Casual Employees are as assigned.
8. ****Agreed January 16, 2020: Administrative Employees:** The regular hours of work for Administrative Employees shall be thirty-six and one quarter (36.25) hours per week, being comprised of seven and one-quarter (7.25) hours per day on five (5) consecutive days per week. Administrative Employees receive two (2) consecutive days of rest in a week, on a Saturday and Sunday.
9. ****Agreed January 16, 2020: Public Works Employees:** Public Works Employees includes Agricultural Field Employees and Utilities/Water Treatment Employees. The regular hours of work for Public Works Employees shall be forty (40) hours per week comprised of eight (8) hours per day on five (5) consecutive days per week. When operational requirements such as weather or project scheduling requirements disrupt an Employee's regular work schedule, the following conditions shall apply:
 - a. ****Agreed January 16, 2020:** Public Works Employees may not be required to report for work on a regularly scheduled work day and this time shall be considered a day off. The Employee may then be required to report for work on a day previously scheduled as a day off which becomes a regular work day.
 - b. ****Agreed January 17, 2020:** A Public Works Employee shall normally receive two (2) consecutive days of rest every seven (7) calendar day period. However, where such days are split due to operational requirements, they shall not be split more than once in a three (3) consecutive calendar weeks, except by mutual agreement.
 - c. ****Agreed January 17, 2020:** Permanent Public Works Employees will be paid their regular monthly salaries if these operational needs result in working less than their regular monthly hours of work.

Guaranteed Hours Roads Employees

10. ****Agreed January 16, 2020:** A maximum of forty (40) regular hours per week is guaranteed for Full-Time Public Works Employees who work in road construction, road maintenance and snow removal from roads. All hours worked in the week are subtracted from the guarantee. While providing the guaranteed hours, the Employer may assign such Full-Time Employees to other work the Employee is capable of performing. If the Full-Time Employee refuses the other work, the guarantee does not apply. The guaranteed hours are less time taken for vacation, sick days, special leave days, banked time and any other paid time. The guaranteed hours do not apply when

the Employee is on a leave of absence or when on disability. The guaranteed hours do not apply to Part-Time or Temporary Employees.

Compressed Work Week Roads

11. ****Agreed January 17, 2020:** For Public Works Employees employed in road construction, road maintenance and snow removal from roads, a compressed work week may be used which consists of ten (10) regular hours per day and forty (40) regular hours per week. Overtime for this compressed work week is after ten (10) hours worked per day and forty (40) hours worked per week. This compressed work week is an averaging agreement. When operational requirements such as weather or project scheduling requirements disrupt the Employee's work schedule for the compressed work week, the following conditions shall apply:

- a. ****Agreed January 16, 2020:** Public Works Employees working the above compressed work week may not be required to report for work on a regularly scheduled work day and this time shall be considered a day off. The Employee may then be required to report for work on a day previously scheduled as a day off which becomes a regular work day.
- b. **Not Agreed:** A Public Works Employee working the above compressed work week shall normally have three (3) consecutive days of rest in a seven (7) calendar day period. **However, where such days are split due to operational requirements, they shall not be split more than once in a three (3) consecutive calendar weeks, except by mutual agreement.**

Modified Work Week

12. **Agreed January 17, 2020:** Upon mutual agreement with the Union, the Employer may implement a modified work week where Public Works Employees work up to twelve (12) regular hours per day and forty (40) regular hours per week, averaged over one (1) month. The schedule for such modified work week is to be posted to cover one (1) month. The schedule is to specify the days to be worked and the hours. Overtime is paid after the daily scheduled regular hours are worked and after forty (40) hours per week averaged over one (1) month. The Employer may change such schedule on one (1) week of notice to the Employee. If such notice is not given, the Employee is paid at the time and one half (1½) rate for hours worked on the first shift/day of the changed schedule. Such notice or penalty is not required when the schedule change is at the request of the Employee. This modified work week is an averaging agreement.

Other Averaging Agreements

13. **Agreed January 17, 2020:** In addition to the hours of work noted above, other modified work week or averaging agreements may be implemented mutual agreement between the Employer and the Union. Such agreements may be discontinued upon three (3) weeks of notice by either party. Averaging agreements shall be defined for the purposes of this agreement as schedules with regular average hours over the

rotation cycle of the schedule not exceeding forty (40) hours of work per week. Averaging agreements may have regularly scheduled hours of work in excess of regular scheduled hours in a day with additional scheduled days off compared to a regular schedule for other Employees. The regular hours of work for averaging agreements shall be worked on a straight time basis. Averaging over the rotation cycle of the shift schedule shall be based on the period of time required to start at one point of the schedule and return to that same point in the schedule, this being one (1) full rotation cycle. All Averaging Agreements must be approved by CAO or designate.

Breaks

14. ****Agreed January 17, 2020:** Employees shall normally receive two (2) fifteen (15) minute paid rest periods, one to be granted before the meal break and one to be granted after. Rest periods shall be taken at the work site unless otherwise approved by the Employee's supervisor. Unless the prior approval of the Employer has been obtained, rest periods cannot be combined, used together or be taken as time off in lieu.
- a. **Agreed existing language Meal Periods s. 12.06:** A meal period of not less than one-half (1/2) hour and not more than one (1) hour shall be granted to all Employees at approximately the mid-point off the shift.

Flexible Hours of Work

15. ****Agreed January 17, 2020:** Flexible hours of work, including varying start, end and break times, and other arrangements for hours of work requested by an Employee may be authorized by the Employee's Department Director and must have the prior authorization of the Chief Administrative Officer or designate before they are implemented.
16. ****Agreed January 16, 2020: Shift Differential, s. 12.05(a):** If due to operational requirements, an Employee is scheduled to work shifts where one half of the hours are between 4:00 p.m. one day and 8:00 a.m. the next day, the Employee receives a shift differential of \$1.50 per hour in addition to the Employee's straight time basic rate of pay, for all hours worked on the shift.
17. ****Agreed January 17, 2020: Travel Time When Attend Training, Conferences, Seminars, s. 12.08:** An Employee who is approved to attend a training course, seminar or conference which necessitates travel outside of the County shall be compensated for the actual hours spent in travel at the basic rate where such travel time would exceed the normal daily hours of work. Where such travel time would exceed the normal daily hours of work, and the Employee chooses to travel on the next day and has the approval of the Employer, the Employer shall reimburse the Employee for the reasonable costs of accommodation. Where the Employer does not provide transportation and the Employee uses his/her own vehicle for travel to and from training courses, seminars or conferences which are not held locally, the

Employer will pay the Employee mileage at the rates which are in effect with the Employer.

18. ****Agreed June 27, 2019: Overtime For Public Works Employees 520 Hours, s. 13.06:** Delete.
19. ****Agreed June 27, 2019: Standby, s. 15.01:** When an Employee is designated to be on standby and be immediately available to return to work during a period which the Employee is not on regular duty, the Employee shall be compensated in the amount of one-half (1/2) hour's pay at the regular rate or the equivalent time in lieu thereof for each four (4) hours on standby or any portion thereof. Standby pay on a statutory holiday is one (1) hour's pay at the regular rate or the equivalent time in lieu thereof for each four (4) hours on standby or portion thereof. Standby is designated for a twenty-four (24) hour period.
 - a. **Agreed January 17, 2020:** "Standby" is when an employee is not on duty, is not scheduled for work and is designated by the Employer to be on standby and be available for work to respond to emergency, service calls or other work for a twenty-four (24) hour period.
 - b. **"Agreed January 17, 2020:** "On-Call" is when an Employee is not on duty and has completed his or her regular shift and the Employer requires the Employee to be on call for less than a twenty-four hour (24) hour period and be available to perform work.
 - c. **Agreed January 27, 2020:** On-Call: Employees designated to be on-call and be immediately available to return to work during a period which the Employee is not on regular duty, shall be compensated in the amount of one-half (1/2) hour's pay at the regular rate or the equivalent time in lieu thereof for each four (4) hours on-call or any portion thereof. On-call pay on a statutory holiday is one (1) hour's pay at the regular rate or the equivalent time in lieu thereof for each four (4) hours on-call or portion thereof. On-call is designated for less than a twenty-four (24) hour period.
 - d. **Agreed January 27, 2020:** Employees on standby and on-call are to be readily available to work. Employees on standby and on-call are to respond promptly and are to use all County communications equipment and devices.
20. **Agreed January 17, 2020: s. 15.02:** When an Employee, while on standby or on-call, is unable to report to work when required, no compensation shall be granted for the total standby or on-call period.
21. **Agreed January 17, 2020s. 15.03:** When an Employee is called back to work during a period on which the Employee was on standby or on-call, the Employee shall be compensated for the hours on standby **or on-call** as outlined in Clause 15.01 in addition to compensation for the hours worked on call back at the overtime rate.
22. **Statutory Holidays, s. 16.01:** Follow existing language.

23. **Part-Time & Temporary Statutory Holidays, s. 16.04:** Follow existing language.
24. **Statutory Holiday on Full-Time Employee Day of Rest, s. 16.06:** Follow existing language.
25. ****Agreed June 27, 2019: Annual Vacation, s. 17.01:** An Employee shall not take vacation leave without prior authorization from his immediate supervisor. An Employee is required to give two (2) weeks' notice of vacation. Depending on operational requirements, the Employer may consider requests for vacation with less notice from an Employee. Vacation requests will be responded to by the Employer in writing no later than two (2) weeks after receiving the Employee's request.
26. ****Agreed June 27, 2019: Using Vacation In Year Accrued Full-Time, s. 17.03:** Subject to prior Employer approval, a Full-Time Employee may use accrued vacation in the same calendar year in which it is accrued. With prior approval, a Full-Time Employee may use accrued vacation in half (1/2) day increments.
27. ****Agreed June 27, 2019: Vacation Entitlement, s. 17.04:**
 - a. No changes to Full-Time Employee vacation entitlement.
 - b. Part-Time and Temporary Employees will receive vacation pay calculated based on six percent (6%) of their regular earnings. A Part-Time Employee has the option of taking a prorated vacation with regular pay based on his/her full-time equivalency or being paid six percent (6%) of regular earnings. By December 1st of each year, the Part-Time Employee is to advise the Employer which option is chosen for the next year.
28. ****Agreed June 27, 2019: Partial Vacation Pay Out & Carry Over For Full-Time, s. 17.10:** Full-Time Employees are encouraged to take annual vacation. With the prior approval of the Employer and the request of a Full-Time Employee, cash in lieu of part of the Full-Time Employee's annual vacation entitlement may be paid to a Full-Time Employee.
 - a. With the prior authorization of the Employer, a Full-Time Employee is permitted to carry forward up to one half of his vacation entitlement into the next vacation year. Such requests for vacation carry over are to be made by the Full-Time Employee by October 1st of each year. If the Full-Time Employee does not use the carried forward vacation in the next year it was carried forward into, it is paid out to him.
29. ****Agreed June 27, 2019: Ceasing To Accrue Vacation When WCB, Disability, LOA, s. 17.11:** When Employees are receiving WCB, disability payments/weekly indemnity or are on an unpaid leave of absence for 30 days or more, the Employee ceases to accrue vacation.
30. ****Agreed January 16, 2020: Medical Appointments, s. 18.01:** The maximum number of hours for Full-Time Employees for medical appointments is forty (40) hours

per calendar year and it is prorated for Part-Time Employee based on their full-time equivalency. It is prorated for Permanent Employees who commence employment after January 1st.

- a. ****Agreed January 16, 2020:** Due to travel for medical appointments, Permanent Employees may take paid time off to a maximum of four (4) hours on a regular work day for medical appointments without it being considered special leave. Such Employees will make reasonable efforts to schedule these appointments to occur during the first half or last half of the work day of the Employee.
 - b. ****Agreed January 16, 2020:** In all cases, the supervisor responsible for the Permanent Employee shall be entitled to limit paid time off for medical appointments in order to ensure operational needs are met.
 - c. ****Agreed January 17, 2020: s. 18.02(a) Special Leave:** illness or medical appointments within the immediate family- eight (8) days; a Permanent Employee who requires time off work shall be granted leave without loss of pay for a period of up to eight (8) working days, plus allowable travel time.
 - d. ****Agreed January 17, 2020: s. 18.02(b): Special Leave bereavement:** bereavement – four (4) days around the date of the funeral or death; leave of absence will be granted in the event of the death of a member of the immediate family, plus allowable travel time.
 - e. ****Agreed January 17, 2020: s. 18.02(c): Special Leave Administration Estate/Power Attorney:** administration of estate and power of attorney – two (2) days; shall apply only where a Permanent Employee has been designated as an executor or administrator of the estate, or power of attorney.
31. ****Agreed January 16, 2020: Special Leave, Disaster Conditions, s. 18.02(e):** Disaster conditions - two (2) days; shall apply for a critical condition which requires a Permanent Employee's personal attention in a disaster (flood, fire, tornado, water/septic which cannot be served by others or attended to by the Permanent Employee where he is normally off duty.
32. **Agreed January 17, 2020: Yearly Maximum Special Leave, s. 18.03:** The maximum Special Leave per calendar year is eight (8) days for Full-Time Employees and four (4) days for Part-Time Employees. Special Leave is prorated for Permanent Employees who commence employment after January 1st. However, additional special leave may be approved by the CAO at his discretion.
33. ****Agreed January 17, 2020: Sick Leave Full-Time & Part-Time, s. 19.01:** Following the probationary period, Full-time Employees shall be entitled to accrue sick leave credits at the rate of one and one-half (1 1/2) working days for each month worked to a maximum of one hundred twenty (120) days of entitlement. Part-Time Employees shall be entitled to accrue sick leave credits to this maximum monthly accrual prorated based on their regularly scheduled hours of work.

- a. ****Agreed January 16, 2020: s.19.02:** Sick leave benefits shall be applied to maintain a Permanent Employee's regular earnings in the event of illness or injury not covered by Workers' Compensation or other benefits provided by the Employer. There is to be no duplication of accrued sick leave use by a Permanent Employee and benefits related to another employer. Permanent Employees are required to advise the Employer if they are in receipt of Workers' Compensation Board benefits or disability benefits as a result of employment from another employer.
 - b. ****Agreed January 16, 2020: s. 19.03:** Sick leave credits do not continue to accumulate during a period of illness or injury. One (1) day of credit is deducted from accrued credits for each sickness leave day paid.
 - c. ****Agreed January 16, 2020: s. 19.04:** Where a Permanent Employee has exhausted his or her sick leave credits during the course of an illness and is not receiving disability benefits, upon satisfactory medical confirmation of the illness continuing being provided to the Employer, shall be placed on a leave of absence without pay.
 - d. ****Agreed January 17, 2020: s. 19.05:** The Employer may require the Employee to provide a medical certificate substantiating any sickness of 3 days or more. Where the Employee must pay a fee for the medical certificate or other proof of illness from a health care provider, the Employer shall reimburse the Employee up to twenty-five dollars (\$25), upon provision of a receipt for the fee paid.
 - e. ****Agreed January 16, 2020: s. 19.06 (existing language):** The Employer may require the Employee to be examined by a physician named by the Employer at the Employer's expense. Physician includes a specialist, psychiatrist and psychologist.
 - f. ****Agreed January 17, 2020: s. 19.07:** Unless advised otherwise by the Employer in writing, Employees who are off work sick for an extended period shall notify the Employer of their of their anticipated return to work date and any change in that date and make contact with the Employer on a monthly basis. The Employee is to give the Employer at least three (3) weeks' notice of the date the Employee is fit to return to work and provide the Employer with a satisfactory medical certificate or other satisfactory information of fitness to return to work which indicates the limitations and restrictions, if any. Lesser notices of returning to work may be authorized by the Employer. The Employer and the Employee may agree on a communication and return to work plan. The Employee may have the assistance of a Union Representative.
34. ****Agreed January 16, 2020: Benefits Full-Time & Part-Time, s. 20.01:** Subject to the requirements of the benefits provider, Permanent Employees are entitled to the following benefits:

- a. ****Agreed January 17, 2020 s. 20.01(a): Pension** – The Employer and the Permanent Employee shall each pay their respective share of monthly contributions to the Local Authorities Pension Plan (“LAPP”) as determined by the conditions in the Pension Plan. The rules and requirements of LAPP apply at all times. **(Note: This will require a policy change by the Employer which is subject to approval by LAPP. The anticipated effective date for Part-Time participation in LAPP is July 1, 2020).**
- b. ****Agreed January 16, 2020: s. 20.01(b): Alberta Health Care** - During the life of the collective agreement if the Government of Alberta requires payment for Alberta Health Care premiums, the Employer shall pay one hundred percent (100%) of the monthly premium cost (family or single) for all participating Full-Time Employees for the Group Alberta Health Care Insurance Plan. The foregoing Alberta Health Care is prorated for Part-Time Employees based on their full-time equivalency.
- c. ****Agreed January 16, 2020 s. 20.01(c): Extended Health Care** - The Employer shall pay one hundred percent (100%) of the monthly premium cost for all participating Permanent Employees (family or single). Participation in this plan is optional if the Permanent Employee is covered under his/her spouse's plan.
- d. ****Agreed January 17, 2020: s. 20.01(d): Dental** - The dental plan will be totally funded by the Employer for Permanent Employees.
- e. ****Agreed January 16, 2020: s. 20.01(e): Life Insurance, Dependent Life and Accidental Death & Dismemberment** will be totally funded by the Permanent Employee.
- f. ****Agreed January 16, 2020: s. 20.01(f): Long-term- disability premiums** will be shared fifty-percent (50%) by the Permanent Employee and fifty percent (50%) by the Employer. Permanent Employees are to provide completed claim forms to the Employer for weekly indemnity and long-term disability.
- g. **Agreed January 17, 2020 s. 20.01(g) HSA/FSA:** For Permanent Employees who have completed the probationary period, the Employer shall establish a Flexible Spending Account, which adheres to Canada Revenue Agency requirements. The target date for implementation of the Flexible Spending Account is July 1, 2020. Effective January 1, 2020 and each January 1st thereafter, the Employer shall contribute nine hundred dollars (\$900) to the Health Spending Account/Flexible Spending Account for each eligible Full-Time Employee. Unused balances in the Health Spending Account/Flexible Spending Account may be carried forward to the extent permitted by the Canada Revenue Agency. Permanent Employees whose employment with the Employer ends, forfeit all remaining amounts in the Health Spending Account/Flexible Spending Account.

- i. **Agreed January 17, 2020** Each calendar year, the Health Spending Account/Flexible Spending Account amount for Part-Time Employees is prorated based on their full-time equivalency.
 - ii. **Agreed January 17, 2020** For Permanent Employees who commence employment after January 1st, and who have completed the probationary period, the **Health Spending Account/Flexible Spending Account** amount is prorated for the calendar year.
 - h. *****Agreed January 16, 2020:** s. 20.02: (no changes) The above conditions provide a summary of the benefits. The plan conditions shall govern eligibility and coverage in all cases and these plan conditions and/or conditions of insurance policies shall not be considered incorporated in this Agreement by reference or necessary intent. The Employer reserves the right to change insurance carriers provided comparable benefits are maintained.
 - i. ****Agreed January 16, 2020:** The denial of group benefits or LAPP, or decisions related to them which are made by the group benefits provider or LAPP, cannot be grieved.
 - j. ****Agreed January 17, 2020: s. 20.03 Benefits Optional For Part-Time:** The benefits in **Articles 20.01(b-g)** are optional for Part-Time Employees provided the requirements of the benefits provider are met and the benefits provider's rules do not require mandatory participation.
35. ****Agreed June 27, 2019: Leaves of Absence, s. 24.01:** An Employee may request a leave of absence without pay. To be considered, the request must normally be submitted at least two (2) weeks in advance of the anticipated date of commencement of the leave or any lesser advance notice specified in the *Alberta Employment Standards Code*. Where operational requirements permit and upon approval of the Employer, the leave without pay shall be granted.
- a. ****Agreed June 27, 2019:** The leaves under the *Alberta Employment Standards Code*, as amended from time to time, are followed by the Employer.
 - b. ****Agreed June 27, 2019:** Employees may use banked time and accrued vacation during a leave of absence.
36. ****Agreed June 27, 2019:** s. 24.02 (no changes): An Employee may request a leave of absence without pay. To be considered, the request must normally be submitted at least two (2) weeks in advance of the anticipated date of commencement of the leave. Where operational requirements permit and upon approval of the Employer, the leave without pay shall be granted.
37. ****Agreed June 27, 2019:** s. 24.03, Other Religious Observances: As operational requirements permit, Permanent Employees who are members of non-Christian

religions are entitled to up to two (2) days of unpaid leave per calendar year to observe holy days. Such leave shall not be unreasonably withheld.

- a. ****Agreed June 27, 2019:** The Permanent Employee is required to give the Employer a minimum of two (2) weeks' notice for such leave. The Employer may accept a lesser period of notice where there are extenuating circumstances.
 - b. ****Agreed June 27, 2019:** Permanent Employees granted leave under this provision may use banked overtime or vacation for the leave granted.
38. ****Agreed June 27, 2019:** s. 24.04, Terminal Care Leave & Parents Critically Ill Children Leave: Upon approval of the Employer, an Employee who is eligible for terminal care leave under federal or provincial legislation will be granted a leave of absence for up to twenty-seven (27) weeks, or who is eligible for Parents of Critically Ill Children leave under the federal or provincial legislation will be granted a leave of absence up to thirty-six (36) weeks, without pay. The Employer may require the Employee to provide satisfactory proof of the leave.
39. ****Agreed June 27, 2019: s. 24.05:** Where group benefits are continued for a Permanent Employee who is on an unpaid leave of absence, the Employer and the Permanent Employee are to continue to pay the premiums and contributions for the benefits in the same manner as they did prior to the Permanent Employee going off work. If the Permanent Employee fails to pay the benefits premiums/contributions, the benefits are cancelled. Eligibility for such benefits thereafter is according to the rules and procedures of the benefits provider. Local Authorities Pension Plan (LAPP) for a Permanent Employee on an unpaid leave of absence is in accordance with the rules of LAPP.
40. ****Agreed January 16, 2020: WCB, s. 25.01:** In accordance with the Workers' Compensation Act, when an Employee sustains an injury in the course of the Employee's duties with the County, the Employee shall report the injury to the Employee's immediate supervisor. The supervisor shall report the injury to the Department Director and the Chief Administrative Officer or designate. The date, time and nature of the injury are to be recorded. The Employee and the Employer shall complete the forms required for Workers' Compensation.
41. ****Agreed January 16, 2020: ss. 25.02-25.03:** existing language.
42. ****Agreed January 16, 2020: s. 25.04:** Where group benefits are continued for the Permanent Employee who is on WCB, the Employer and the Permanent Employee are to continue to pay the premiums for the benefits in the same manner as they did prior to the Employee going off work. If the Employee fails to pay the benefits premiums, the benefits are cancelled. Eligibility for such benefits thereafter is according to the rules and procedures of the benefits provider. LAPP for a

Permanent Employee on Workers Compensation Board benefits is in accordance with the rules of LAPP.

43. ****Agreed January 17, 2020: s. 25.05:** Unless advised otherwise by the Employer in writing, Employees who are off work on WCB for an extended period shall notify the Employer of their anticipated return to work date and any change in that date and make contact with the Employer on a monthly basis. The Employee is to give the Employer at least three (3) weeks' notice of the date the Employee is fit to return to work and provide the Employer with a satisfactory medical certificate or satisfactory information from WCB of fitness to return to work which indicates the limitations and restrictions, if any. Lesser notice of returning to work may be authorized by the Employer. The Employer and the Employee may agree on a communication and return to work plan. The Employee may have the assistance of a Union Representative.

Seniority, Layoff & Recall, ss. 26.01-26.10: Agreed June 27, 2019

44. ****Agreed June 27, 2019:** Permanent Employees and Temporary Employees have seniority.

45. ****Agreed June 27, 2019:** "Layoff" is defined as a temporary separation from employment as a result of lack of work which results in a reduction in the workforce.

46. ****Agreed June 27, 2019:** The Employer shall provide "fifteen (15) workdays notice to any Permanent Employee to be laid off, or grant ten (10) workdays' of regular pay in lieu of notice.

47. ****Agreed June 27, 2019:** Permanent Employees who are to be laid off, shall be laid off in reverse order of seniority provided that those remaining have the required knowledge, qualifications, abilities and skills based on the job descriptions to fill the positions available. Employees with the least amount of seniority shall be laid off first.

48. ****Agreed June 27, 2019:** Recalls of Permanent Employees shall be in the reverse order of layoff from the position. The Permanent Employee recalled is to have the required knowledge, qualifications, abilities and skills based on the job descriptions to fill available positions.

49. ****Agreed June 27, 2019:** All Permanent Employees laid-off shall be placed on a recall list for a period of six (6) months. A Permanent Employee's name shall be removed from the list on the first refusal to return to work.

50. ****Agreed June 27, 2019:** In the event a laid off Permanent Employee is recalled, he/she shall receive the same salary rate as he/she received prior to the layoff.

51. ****Agreed June 27, 2019:** Permanent Employees who do not intend to exercise their recall rights during the recall period are to advise the Employer in writing and when the Employee does so, all rights to recall end.

52. ****Agreed June 27, 2019:** If the Permanent Employee is not recalled during the recall period, after the recall period expires, or if the Permanent Employee advises the Employer in writing before the recall period expires that he/she will not be exercising recall rights, such Permanent Employee is entitled to severance pay in the amount of two (2) weeks of pay for each year of completed service calculated to the date of layoff, up to a maximum of forty-three (43) weeks.
53. ****Agreed June 27, 2019:** Once annually, the Employer is to provide the Union with a seniority list which sets out the names of the Permanent and Temporary Employees, position and the date they commenced employment with the Employer and categorized into Full-Time, Part-Time and Temporary Employee categories. Permanent Employee seniority applies to Permanent Employees. Temporary Employee seniority applies to Temporary Employees.
54. ****Agreed June 27, 2019:** When a Part-Time Employee becomes a Full-Time Employee, the Part-Time Employee's seniority is prorated to full-time equivalency for Full-Time Employee seniority based on regular hours previously worked.
55. ****Agreed June 27, 2019:** When a Temporary Employee becomes a Permanent Employee, the Temporary Employee's seniority is prorated for Permanent Employee seniority based on regular hours previously worked.
56. ****Agreed January 17, 2020:** When seniority ends, employment ends. Seniority and employment end and all rights in this Agreement are forfeited when:
- a. The Employee is discharged for just cause and not reinstated subject to the grievance procedure.
 - b. The Employee resigns.
 - c. The Employee fails to return to work after being recalled from layoff.
 - d. The Employee is absent for 3 consecutive days without notifying the Employer or without having justifiable reasons.
 - e. The Employee is on layoff for more than 6 months.
 - f. The Employee is off work continuously due to illness, disability or WCB for twenty-four (24) months and there is no reasonable prospect of the Employee returning to work in the foreseeable future.
57. **Agreed January 17, 2020 Term, s. 34.01:** The term of the collective agreement is for 4 years from January 1, 2019 to December 31, 2022.
58. ****Agreed January 16, 2020: Payment of Overpayments on Pay Cheques, New:** Employees who have been overpaid are required to pay back the overpayments to the Employer. A reasonable repayment schedule is to be determined. In the event

mutual agreement cannot be reached, the Employer shall recover the overpayment by deducting up to ten percent (10%) of the Employee's gross earnings per pay period. When employment ends, the amount of overpayment becomes fully payable to the Employer and can be deducted from final pay.

59. Agreed January 16, 2020: Fitness & Impairment: Employees are to be fit for work. Employees are not to be at work when impaired.

a. **Agreed January 17, 2020:** In accordance with applicable laws, the Employer may conduct alcohol and drug testing to ensure safety and security and to lessen risk and minimize potential liability.

b. **Agreed January 17, 2020:** The Employer recognizes disabilities related to alcoholism, drug addition and mental illness.

60. Agreed January 17, 2020 Appendix A: Permanent Employees shall be paid according to the following annual pay grids that reflect hourly and yearly salary for all classifications. Equivalent hourly rates shall be determined when required for purposes such as overtime pay or Temporary Employee's wage rates according to the normal working hours for the classification. Pay ranges and salaries paid to individual Employees are minimums. An Employee may be hired above the start rate based on the Employer's assessment of relevant qualifications and experience.

a. Progressions from step to step on the following pay grids shall be based on satisfactory job performance and meeting the service requirements as set out.

b. Part-Time Employees shall have their accumulated regular hours considered when they are placed on a pay grid in their second (2nd) and subsequent years of employment.

c. Temporary Employees who are seasonal employees shall have their accumulated regular hours considered when they are placed on a pay grid in their second (2nd) and subsequent season(s) of employment.

61. Agreed January 17, 2020 Wages: The existing wage rates in Appendix A in the current collective agreement are to be adjusted as follows:

a. January 1, 2019: 1.50% increase;

b. January 1, 2020: 1.75% increase;

c. January 1, 2021: 2.00% increase;

d. January 1, 2022: 2.00% increase.

e. Retroactive pay is only paid to Employees for hours worked from January 1, 2019, if any, who are employed with the Employer on the date of ratification of

the Memorandum of Agreement/collective agreement by both the Employer and the Union.

62. **Agreed January 17, 2020 Lump Sum:** A lump sum of five-hundred dollars (\$500) is paid to Full-Time Employees, and two-hundred-fifty dollars (\$250) is paid to Part-Time and Temporary Employees, who are employed with the Employer on the date of ratification of the Memorandum of Agreement /collective agreement by both the Employer and the Union.
63. **Agreed January 17, 2020 Appendix A, Classifications:** No Changes to existing positions/classifications. No changes to the number of steps in the salary grids.
64. **Agreed January 17, 2020** References to wage increases for 2015-2018 and market recognition initiative 2015 at p. 39: Delete the whole page.
65. **Agreed January 17, 2020 Service Recognition Letter of Understanding Recognizing Service From ID:** The Letter of Understanding recognizing certain Employees' service when from the Improvement District is renewed.
66. **Agreed January 17, 2020 Northern Travel Benefit Letter of Understanding:** The northern travel benefit Letter of Understanding is renewed.
67. **Agreed January 17, 2020 Letter of Understanding Need For New Hires:** The Letter of Understanding related to new hires is renewed.
68. **Agreed January 17, 2020 Removal of Disciplines From Personnel File Letter of Understanding:** The Letter of Understanding regarding the removal of disciplines from the Employee's personal file is renewed.
69. ****Agreed Disciplinary Action & Union Representative, s. 29.03:** An Employee who is receiving a written notice of discipline or is the subject of an investigation which may lead to discipline shall be informed of the Employee's right to have a Union Representative present at the meeting with the Employer. Where an Employee requests a Union Representative to be present, the meeting will be scheduled to allow a Union Representative to attend. The non-availability of the Union Representative shall not cause delays.
70. **Discontinuing 520 Hours For Public Works Employees, s. 13.06:** The existing provision in the collective agreement related to 520 hours and calculation of overtime for Public Works Employees continues in effect until March 31, 2020.

For The Union:



For The Employer: