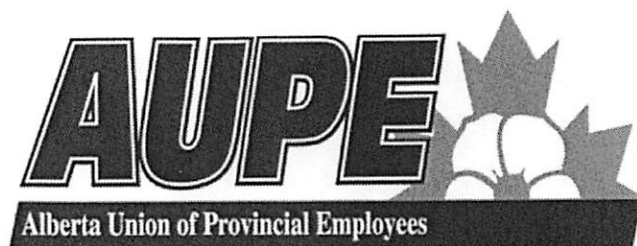




Mackenzie County



COLLECTIVE AGREEMENT

BETWEEN

MACKENZIE COUNTY

AND THE

ALBERTA UNION OF PROVINCIAL EMPLOYEES

LOCAL 118 CHAPTER 008

JANUARY 1, 2019 TO DECEMBER 31, 2022

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PREAMBLE

This Agreement made the 27th day of November, 2019.

BETWEEN:

MACKENZIE COUNTY
(hereinafter referred to as the "Employer")

OF THE FIRST PART

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(hereinafter referred to as the "Union")

OF THE SECOND PART

ARTICLE 1

Purpose

- 1.01 Recognizing 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* and that the Parties are mutually desirous of entering into a Collective Agreement with the intent and purpose to promote a harmonious relationship between the Employees and the Employer, and to set forth in this Collective Agreement rates of pay, hours of work and conditions of employment, the Parties mutually agree to the conditions of this Agreement.

ARTICLE 2

Definitions

- 2.01 In this Agreement, unless the context otherwise requires:
- (a) A word used in the masculine gender applies also in the feminine;
 - (b) A word used in the singular may also apply in the plural;
 - (c) "Union" means the Alberta Union of Provincial Employees;
 - (d) "Union Representative" shall mean a representative of the Union that is authorized by the Union to act on behalf of the Employee;
 - (e) "Employee" means a person employed by the Employer who is in the bargaining unit covered by this Collective Agreement and who is employed in one of the following categories:
 - (i) Employees employed in either full or part-time regular positions (referred to as "Full-time Employees" and "Part-time Employees" respectively); or
 - (ii) Employees employed in temporary positions (referred to as "Temporary Employees");
 - (iii) Employees employed in a casual position (referred to as "Casual Employees).
 - (f) "Employer" means Mackenzie County.
 - (g) "Immediate family" means an Employee's spouse (including common-law spouse), son, daughter, mother, or father.
 - (h) "Family member" means an Employee's spouse (including common-law spouse), parents, guardian, parent-in-law, grandparent, grandchild, son, daughter, brother, sister, or the husband or wife of any of them. For Job Protected Leaves, the definition of family member shall be according to the *Employment Standards Code*.

- (i) "Common-law spouse" means a person of the opposite sex with whom the Employee has been living in a conjugal relationship for at least six (6) months.
- (j) "Regular Employee" includes both a Full-time Employee and a Part-time Employee.
- (k) "Probationary Employee" means an Employee, who during his initial period of employment is serving a probationary period;
- (l) "Temporary Employee" means an Employee who:
 - (i) is hired for more than four (4) months, but has an assigned end date to their employment; or
 - (ii) is hired to replace a Full-time or part-time Employee who is on a leave of absence for a period in excess of four (4) months; or
 - (iii) is hired to replace a Full-time or Part-time Employee who is on leave due to an illness or injury where the Employee has indicated that the duration of such leave will be in excess of four (4) months;
 - (iv) has the option of participating in the Employer's Group Benefit Plan providing the Employee meets the eligibility of said Plan.
- (m) "Casual Employee" is one who:
 - (i) is regularly scheduled for a period of four (4) months or less for a specific job; or
 - (ii) relieves for absences the duration of which is four (4) months or less; or
 - (iii) works on a call-in basis and is not regularly scheduled; and
 - (iv) is not entitled to participate in the Employer's Group Benefit Plan.
 - (v) Except where stated to the contrary within the applicable Article, the following provisions of the Collective Agreement will not apply to the Casual Employee:
 - 1. Article 14 – Paid Holidays;
 - 2. Article 16 – Special Leave;
 - 3. Article 17 – Sick Leave;
 - 4. Article 18 – Pension Plan;
 - 5. Article 19 – Maternity Leave;
 - 6. Article 20 – Parental Leave;
 - 7. Article 21 – Court Leave;
 - 8. Article 22 – Leave Without Pay;
 - 9. Article 24 – Lay-Off;
 - 10. Article 25 – Post Abolishment;
 - 11. Article 30 – Grievance; and
 - 12. Article 31 – Arbitration.

ARTICLE 3

Scope and Recognition

- 3.01 The Employer recognizes the Union as the bargaining agent for all Employees included within the Certification Order 98-2007 granted by the Labour Relations Board, namely, "All Employees."
- 3.02 There shall be no discrimination, restriction or coercion exercised or practiced in respect of any Employee by either Party by reason of age, race, colour, creed, national origin, political or religious affiliation, gender, sexual preference or orientation, source of income, marital status, family status, physical/mental disability or reason of membership or activity in the Union nor in respect of an Employee's or Employer's exercising any rights conferred under this Collective Agreement or any law of Canada or Alberta.
- 3.03 The Employer will provide specific bulletin board space for use of the Union at locations on the Employer's premises, which are accessible to Employees. Sites of the bulletin boards are to be determined by the Employer and the Union. Bulletin board space shall be used for the posting of Union information directed to its members. The text of such information shall be submitted to the Employer for approval prior to posting and a decision shall be provided within twenty-four (24) hours.
- 3.04 An Employee shall have the right to wear or display the recognized insignia of the Union. However, no such insignia larger than a lapel pin shall be worn on issue clothing or uniforms, nor shall an insignia be displayed on Employer's equipment or facilities.

ARTICLE 4

Management Rights

- 4.01 Management reserves all rights not specifically restricted in this Collective Agreement.
- 4.02 Without limiting the generality of the foregoing, the Union acknowledges that it shall be the exclusive right of the Employer to operate and manage its business, including the right to:
- (a) maintain order, discipline, efficiency, and to make , alter, and enforce, from time to time, rules and regulations to be observed by an employee;
 - (b) direct the working force and to create new positions and to determine the number of employees, if any, needed from time to time in any position, and to determine whether or not a position will be continued or declared redundant;
 - (c) hire, promote, classify, transfer within the same site, lay off and recall employees; and
 - (d) demote, discipline, suspend or discharge;

Subject to the above not being in conflict with any provision of this Collective Agreement.

ARTICLE 5

Legislation and the Agreement

- 5.01 In the event that any law passed by the Government of Alberta or Canada renders null and void, or reduces any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement and the Parties hereto shall negotiate, in accordance with the bargaining procedures of the *Labour Relations Code*, a satisfactory provision to be substituted for the provision rendered null and void, or reduced.
- 5.02 Where a difference arises out of the provisions contained in an Article of the Collective Agreement, and the subject matter is also covered in Employer regulations, guidelines or directives, the Collective Agreement shall supersede the regulation, guideline or directive.

ARTICLE 6

Union Membership and Dues Check Off

- 6.01 Employees shall be members of the Union except for reasons recognized by the Alberta Labour Relations Board pursuant to the *Alberta Labour Relations Code*.
- 6.02 All Employees covered by this Agreement shall be required to pay Union dues. The Employer shall deduct each month the amount of the Union dues as set by the Union from time to time from the pay of all Employees covered by this Agreement.
- 6.03 The deductions remitted shall be accompanied by particulars identifying each Employee showing their start date, classification, identification number, rate of pay, current address, phone number and if the Employee is on a leave of absence without pay including LTD or WCB.
- 6.04 The Union shall advise the Employer, in writing, of any change in the amount of dues to be deducted from the Employees covered by this Agreement. Such notice shall be communicated to the Employer at least thirty (30) calendar days prior to the effective date of the change.
- 6.05 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article.

ARTICLE 7

Employer-Union Relations

- 7.01 The Employer will grant Union Representatives access to its premises for a specific purpose provided prior approval has been obtained. 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 shall not be unreasonably denied.
- 7.02 The Employer acknowledges the right of the Union to appoint Employees in the bargaining unit as Union Stewards.
- 7.03 The Union shall determine the number of Union Stewards, having regard to the plan of organization and the distribution of Employees at the workplace. When difficulties arise, the Union and the Employer shall consult in order to resolve the difference.
- 7.04 The Employer recognizes the Union Steward as an official representative of the Union.
- 7.05 A new Employee shall be advised of the name and location of his Union Steward. The Union Steward will provide the Employee with a copy of the Collective Agreement.
- 7.06 The Employer and the Union shall equally cost share the printing of this Agreement.

ARTICLE 8

Time Off for Union Business

- 8.01 Subject to Clause 8.02, time off, without pay, will be provided to members of the Union for the following:
- (a) Members of the Chapter Executive, to administer the Chapter; such meetings to be held normally on a Saturday;
 - (b) Members of the Negotiating Committee for time spent meeting with representatives of the Employer during the formal negotiating of a Collective Agreement and for Union preparatory meetings during these negotiations;
 - (c) Attendance at Union Conventions, Seminars, Chapter Meetings, Committee Meetings and similar events.
 - (d) To attend to any other business of the Union that may arise.

- 8.02 In all of the foregoing provisions, time off shall be granted, operational requirements permitting. The Union shall provide the Employer with a copy of the request for time off. Employees shall provide a minimum of five (5) work days notice when requesting time off under Clause 8.01; however, consideration shall still be given in cases where the five (5) days notice is not provided.
- 8.03 To facilitate the administration of Clause 8.01 of this Article, the Employer will grant the leave of absence with pay and invoice the Union for the Employee's salary and applicable allowances, or the replacement salary costs, whichever is greater, which the Union shall promptly pay.

ARTICLE 9

Acting Incumbency

- 9.01 To receive acting incumbency pay, an Employee shall be designated in writing by the Chief Administrative Officer or designate of the Employer to perform the principal duties of the higher level position for a minimum period of one (1) work day, during which time an Employee may also be required to perform some of the duties of his regular position. On completion of the minimum one (1) day qualifying period in an acting incumbency position, an Employee shall be eligible for acting incumbency pay for the total period of acting incumbency including the one (1) day qualifying period.
- 9.02 Where an Employee qualifies in an acting incumbency position, the Employee shall be paid on the following basis:
- (a) a minimum of ten (10%) percent of his current salary in addition to his regular salary or, he may receive the minimum salary for the class in accordance with the pay grid for that classification, whichever is the greater.
 - (b) the salary on return to the Employee's regular position shall be set as if the Employee had continuously occupied their regular position
- 9.03 The Employer will designate only one acting incumbent as a result of any one Employee's absence.

ARTICLE 10

Job Posting

- 10.01 When a vacancy occurs in a regular position, which the Employer decides to fill, such vacancy shall be posted on the bulletin boards for ten (10) calendar days. If all qualifications are the same, preference will be given to present Employees over external applicants.

ARTICLE 11

Hours Of Work

11.01 The regular hours of work for Employees for the purpose of determining pay, benefits and overtime under this Agreement shall be:

(a) Administrative Employees

The regular hours of work for these Employees shall be 40 hours per week, being comprised of eight (8) hours (8:00 a.m. – 4:30 p.m. with a half-hour lunch break) on five (5) consecutive days per week from Monday to Sunday.

(b) Public Works Employees, Agricultural Field Employees and Enforcement Services Employees

The regular hours of work for these Employees shall be forty (40) hours per week comprised of eight (8) hours on five (5) days per week from Monday to Sunday.

(i) An Employee working on road construction or road maintenance shall regularly receive two (2) consecutive days of rest every week except where such days are rescheduled due to weather conditions, in which event days off may be consecutive or split.

(ii) If an Employee working on road construction or road maintenance works on a sixth or seventh day within the week, such work will be compensated at overtime rates unless the Employee agrees to be is given equivalent compensating paid time off in the following week at the applicable overtime equivalent rate.

11.02 Employees shall regularly 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. Rest periods cannot be compounded, combined or taken in lieu of time off unless agreed to by the Employer.

11.03 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 midpoint of each work period.

11.04 Compressed Work Week Schedules

(a) Hours of Work Averaging Agreement (HWAA): Through mutual agreement between the Employer and the Union, HWAA schedules may be implemented for an individual employee or group of employees and the employer, to average work hours over a period of 12 weeks. The averaging period can be extended beyond the 12-week maximum, up to 26 weeks, with a variance issued by the Director of Employment Standards. HWAA schedules can be discontinued upon reasonable notice from either the Employer or the Union.

- (b) HWAA schedules for Employees 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.
- (c) The Parties support HWAA schedules as a scheme of employment under the *Employment Standards Code*.
- (d) HWAA schedules may have regularly scheduled hours of work as determined by the Employer in excess of eight (8) hours in a day with additional scheduled days off compared to a regular schedule.

The regular hours of work for HWAA schedules shall be worked on a straight time basis.

- (e) Averaging over the rotation cycle of the shift 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). For many schedules, this rotation cycle will be four (4) weeks or longer.

11.05 Reporting Pay

An Employee shall be paid a minimum of three (3) hours pay at the regular hourly rate when an expected work period is canceled and the Employee was not notified at least one (1) hour prior to regular starting time of such cancellation.

11.06 An Employee who is approved to attend a training course, seminar or conference on his/her normal day of work shall be paid at straight time rates for all the hours spent on training to a maximum of the normal daily hours of work for that period.

11.07 An Employee who is approved to attend a training course, seminar or conference which is directly related to his/her position on a regularly scheduled day of rest shall be granted a day off in lieu at some other time, or if impractical to grant time off, he/she shall be paid at the applicable overtime time rates for the hours spent on training to a maximum of the normal daily hours of work for that period.

11.08 An Employee who is approved to attend a training course, seminar or conference which necessitates travel outside of the County shall be compensated at the current overtime rates for the actual hours spent in travel where such travel is in excess of the normal daily or weekly hours of work.

11.09 Travelling time and the mode of transportation shall be determined by the Employer in advance of the trip.

ARTICLE 12

Overtime

- 12.01 An Employee may be required to work hours beyond regularly scheduled hours to overcome unexpected workloads and to meet extraordinary situations. The Employer shall authorize such overtime.
- 12.02 Overtime shall be paid at the appropriate overtime rates according to the conditions of this Agreement unless the Employee and the Employer mutually agreed to compensatory time off.
- 12.03 Compensatory time off shall be taken at a mutually agreeable time within twelve (12) months from the date that the overtime was worked. Any overtime not taken within twelve (12) months will be paid out.
- 12.04 An Employee may occasionally be required to work extra time, up to fifteen (15) minutes, immediately following closing time, or to brief an oncoming shift, without payment. However, if the extra time exceeds fifteen (15) minutes, minimum of one-half (1/2) hour overtime compensation will be paid.
- 12.05 Overtime shall be compensated at one and one-half (1 1/2) times an Employee's regular hourly rate.
- 12.06 Callback pay: When an Employee is called back to work by the Employer and is required to return to work outside the regular hours of work, the Employee shall be compensated at the overtime rate for a minimum of three (3) hours or for hours actually worked and time spent travelling, whichever is the greater.

ARTICLE 13

Standby

- 13.01 When an Employee is designated to be immediately available to return to work during a period, which he is not on regular duty, he shall be compensated in the amount of:
- (a) Thirty dollars (\$30.00) per day Monday through Friday.
 - (b) Forty dollars (\$40.00) per day Saturday and Sunday.
 - (c) Fifty dollars (\$50.00) per day on Paid Holidays.
- 13.02 When an Employee, while on standby, is unable to report to work when required, no compensation shall be granted for the total standby period.
- 13.03 When an Employee is called back to work during a period on which he was on standby, he shall be compensated for the hours he was on standby as outlined in Clause 13.01 in addition to compensation for the hours worked on call back at the overtime rate.

- 13.04 An Employee shall not normally be required to be on standby on two (2) consecutive weekends or two (2) consecutive paid holidays where other qualified staff are available.
- 13.05 The Employer will provide adequate internet service for SCADA access for on call purposes.

ARTICLE 14

Paid Holidays

- 14.01 Full-time Employees are entitled to one (1) day's paid leave for each of the following paid holidays:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

In addition to the above paid holidays, a Christmas Floating holiday shall be observed each year. The Christmas floater shall be scheduled to give five (5) consecutive days including the weekend as follows:

- (a) on December 24* when Christmas falls on a Tuesday, a Thursday, a Friday or a Saturday;
 - (b) on December 27* when Christmas falls on a Monday or Wednesday;
 - (c) on December 28* when Christmas falls on a Sunday.
- 14.02 Part-time Employees shall be eligible for the above paid holidays if the day on which the holiday is observed falls on a regularly scheduled working day for the Part-time Employee. Holiday pay shall be based on the Part-time Employee's normally scheduled working hours.
- 14.03 Employees shall qualify for paid holidays according to the qualifying conditions of the *Employment Standards Code*.
- 14.04 If the Municipality does not proclaim a civic holiday as specified above, the first Monday in August shall be observed as such Civic Holiday.
- 14.05 When a paid holiday falls on an Employee's regularly scheduled day of rest and the Full-time Employee is not required to work, the Full-time Employee shall be granted holiday leave on the day observed as the holiday and the day of rest shall be rescheduled.
- 14.06 When an Employee works on a paid holiday, the Employee shall receive in addition to his holiday pay entitlement, pay at one and one half (1 1/2) times their regular hourly rate for all hours worked on the holiday or equivalent time off.

- 14.07 Notwithstanding the foregoing, while:
- (a) on layoff;
 - (b) in receipt of compensation from the Workers' Compensation Board;
 - (c) on unpaid absence during which the Employee is in receipt of weekly indemnity as provided for by the disability insurer; or
 - (d) on any other leave of absence in excess of thirty (30) calendar days for any reason,
- an Employee shall not be entitled to:
- (a) a day off with pay; or
 - (b) payment in lieu thereof,
- for the aforementioned paid holiday.

ARTICLE 15

Annual Vacation Leave

- 15.01 An Employee shall not take annual vacation without the prior written authorization of the Employee's immediate supervisor or the Employer.
- 15.02 Vacation entitlement with pay for Full-time Employees shall be as follows:
- (a) 0 months to 7 years 1.25 days per month (15 days per year)
 - (b) 7 years to 15 years 1.67 days per month (20 days per year)
 - (c) 15 years to 20 years 2.08 days per month (25 days per year)
 - (d) After 20 years 2.5 days per month (30 days per year)
- 15.03 Part-time Employees shall qualify for a prorated vacation based on the Part-time Employee's regular hours of work compared to the regular hours of a Full-time Employee.
- 15.04 Temporary and Casual Employees will receive vacation pay calculated based on six (6%) percent of their regular earnings.
- 15.05 If one or more paid holidays fall during a Full-time Employee's annual vacation period, another day or days may be added at the end of the vacation period or at a time authorized by the Employer.
- 15.06 Subject to operating needs and with the approval of the Employer, vacation leave may be taken in one continuous period or in separate periods.

- 15.07 Vacation leave in respect of each calendar year of service:
- (a) shall be taken within twelve (12) months after the end of that calendar year unless otherwise mutually agreed; and
 - (b) may be taken at such time or times as may be approved by the Employer.
- 15.08 The Employer shall, subject to operational requirements, make every reasonable effort to grant a Full-time Employee, upon request, at least two (2) weeks of his annual vacation entitlement during the summer months.
- 15.09 Once vacations are authorized, they shall not be changed other than in cases of emergency, except by mutual agreement.
- 15.10 An Employee may be permitted to carry forward up to fifty percent (50%) of vacation entitlement to the next calendar vacation year. Requests to carry-forward vacation shall be made, in writing, and shall be subject to the approval of the Employer. The carry forward vacation entitlements must be used in the next calendar vacation year or the Employee shall be paid cash in lieu of vacation for such vacation earned but not taken.
- 15.11 Notwithstanding the foregoing, while:
- (a) on layoff;
 - (b) in receipt of compensation from the Workers' Compensation Board;
 - (c) on unpaid absence during which the Employee is in receipt of weekly indemnity as provided for by the disability insurer; or
 - (d) on any other leave of absence in excess of thirty (30) calendar days for any reason,
- an Employee shall cease to accrue vacation entitlement.

ARTICLE 16

Special Leave

- 16.01 A Regular Employee who requires time off from work may be granted special leave, without loss of pay, upon approval of a supervisor at his work place. The circumstances under which special leave may be approved are subject to Section 16.02 and subject to the corresponding yearly maximum number of work days as follows:
- (a) illness within the immediate family – four (4) days;
 - (b) bereavement – four (4) days around the date of the funeral;
 - (c) travel time for illness or medical appointments for the Employee or immediate family member or bereavement – five (5) days;

- (d) administration of estate – two (2) days;
- (e) moving household effects – one (1) day;
- (f) disaster conditions – two (2) days;
- (g) write examination(s) for courses approved by the Employer – as required;
- (h) attend funerals as pall-bearer or mourner, for persons not listed in sub-clause 16.02 (b) – time off as required not to exceed one (1) day per funeral;
- (i) be present at birth or adoption proceedings of the Employee's child – one (1) day;
- (j) scheduled banking appointments – one (1) day.

16.02 For the purposes of determining eligibility for special leave under Clause 16.01 the following provisions shall apply:

- (a) A Regular Employee who requires time off work, shall be granted leave without loss of pay for a period of up to four (4) working days, plus allowable travel time, if there is an illness in his immediate family.
- (b) Bereavement – leave of absence will be granted in the event of the death of a Regular Employee's family member.
- (c) Travel time for illness or medical appointments within the immediate family or the Employee or for bereavement shall mean for travel where long distances or travel from isolated areas are involved;
- (d) Administration of estate shall apply only when a Regular Employee has been designated as an executor or administrator of the estate;
- (e) Moving of household furniture and effects shall apply to a Regular Employee who maintains a self-contained household and who changes his place of residence which necessitates the moving of his household furniture and effects during his normal working hours and if he has not already qualified for such special leave within the preceding twelve (12) months. In the event the Employee's normal place of employment is moved outside the municipal area, the normal moving allowance shall apply;
- (f) Disaster conditions shall apply for a critical condition which requires an Employee's personal attention in a disaster (flood, fire, tornado) which cannot be served by others or attended to by the Regular Employee at a time when he is normally off duty;
- (g) Mourner – leave of absence will be granted where operational requirements permit subject to the approval of the Employee's immediate supervisor.

- 16.03 The maximum annual leave specified for each circumstance requiring use of special leave shall not be exceeded. However, family illness leave, bereavement leave and travel time for illness within the immediate family or bereavement may be granted more than once within a calendar year, provided the total special leave granted does not exceed ten (10) working days per calendar year. Additional bereavement leave may be approved by the Chief Administrative Officer when ten (10) days special leave has already been utilized within a calendar year.
- 16.04 Two weeks' notice may be required for leave requested under Article 16, sub-clause 16.01 (d) and (e).
- 16.05 Medical Appointments
- (a) Regular Employees may take paid time off to a maximum of two (2) hours on a regular workday for medical appointments without being considered special leave.
 - (b) In all cases, the supervisor responsible for the Regular Employee shall be entitled to limit paid time off for medical appointments in order to ensure operational needs are met. Requests for time off for medical appointments shall not be unreasonably denied.
 - (c) For the purposes of this Article, medical appointment will include an appointment with a physician, dentist, optometrist, psychologist, chiropractor, acupuncturist and a physiotherapist.
- 16.06 Compassionate Care Leave
- (a) An Employee with a qualified relative in the end-stage of life shall be entitled to leave of absence without pay, but with benefits at the normal cost-sharing, for a period of up to six (6) weeks. The leave may be broken into two different periods. Qualified relative means a person in a relationship to the Employee for whom the Employee would be eligible for the compassionate care benefits under employment insurance legislation.
 - (b) Employees may be required to submit to the Employer satisfactory proof (e.g. a certificate issued by the physician who is caring for the ill qualified relative) demonstrating the need for Compassionate Care Leave.
 - (c) An Employee must give two weeks' notice of the start date of the leave. However, depending on the circumstances, an Employee may provide less than two weeks' notice.
 - (d) An Employee must give two weeks' written notice of the date the Employee will return to work. An Employee and the Employer may agree in writing to a return to work date with less than two weeks' notice.
 - (e) An Employee who is on Compassionate Care Leave is considered to be continuously employed for the purpose of calculating annual vacation, termination and other entitlements.

ARTICLE 17

Sick Leave

- 17.01 Effective January 1 of each calendar year, Full-time Employees shall be entitled to fifteen (15) days of sick leave credit for that calendar year. Part-time Employees shall be entitled to sick leave credits in each calendar year, based on the proportion of time worked in relation to full-time.
- 17.02 Sick leave benefits shall be applied to maintain a Regular Employee's regular earnings in the event of illness or injury not covered by Workers' Compensation or other benefits provided by the Employer. Sick leave benefits will not be paid for self-inflicted injury or injuries received while in the employ of another Employer.
- 17.03 One (1) day of credit is deducted from accrued credits for each sickness leave day paid.
- 17.04 On any occasion that an Employee is sick more than seven (7) days, short-term disability benefits shall immediately become operative on the eighth (8th) day.
- 17.05 At the end of each calendar year Employees shall be offered the election to receive fifty percent (50%) of their unused sick benefits in payment or in time off to be taken not later than their next annual vacation. In the case of termination, Employees shall receive payment of 50% of their unused sick benefits using an accrual calculation of one and one-quarter (1 1/4) days of sick benefits for each completed month of employment from the preceding January 1.
- 17.06 Sick leave shall not carry over from calendar year to calendar year.
- 17.07 In any circumstance that an Employee is absent from work for more than three (3) consecutive working days, the Employee shall provide the Employer with a proper medical certificate.
- 17.08 The Employer may require an Employee to be examined by a medical doctor;
- (a) in the case of prolonged or frequent absence due to illness; or
 - (b) when it is considered that an Employee is unable to satisfactorily perform his duties due to disability or illness;
 - (c) the report of the doctor to the Employer shall be limited to the conclusions and recommendations of the medical information leading to those conclusions and recommendations.
- 17.09 Pursuant to 17.08, the Employee shall be entitled to have his personal physician or other physician of his choice report to the Employer on his conclusions and recommendations of the medical information leading to those conclusions and recommendations.
- 17.10 Pursuant to 17.08 and 17.09, the Employer shall pay all expenses incurred under these clauses.

- 17.11 Where the physician has provided a recommendation that the Employee is fit to return to work in a modified capacity, the Employer shall make every effort to accommodate the Employee. Failure by the Employer to recognize his duty to accommodate, may lead to termination.
- 17.12 Notwithstanding the forgoing, while;
- (a) on lay-off;
 - (b) in receipt of compensation from the Workers' Compensation Board;
 - (c) on unpaid absence during which the Employee is in receipt of weekly indemnity as provided by the disability insurer; or
 - (d) on any other leave of absence in excess of thirty (30) calendar days for any reason, an Employee shall cease to accrue sick leave entitlements.
- 17.13 Employees are required to apply for Short-Term Disability or Long-Term Disability when they become eligible.
- 17.14 An Employee who is on sick leave is not permitted to be gainfully employed during the period, or to use approved time off for personal financial gain of any sort.

ARTICLE 18

Benefits

- 18.01
- (a) Pension -The Employer and the Regular Employee shall pay their share of the monthly payment for the Local Authorities Pension Plan (LAPP) as determined by conditions of the Pension Plan.
 - (b) Alberta Health Care - The Employer shall pay one hundred percent (100%) of the monthly premium cost (family or single) of the Group Alberta Health Care Insurance Plan for all participating eligible Employees.

Participation in the plan is optional if the eligible Employee is covered under his or her spouse's plan.
 - (c) Extended Health Care - The Employer shall pay the total monthly premium cost for eligible Employees (family or single). Employees will be provided with a plan card.
 - (i) Participation in this plan is optional if the eligible Employee is covered under his or her spouse's plan.
 - (ii) Non-participating Regular Employees at family rates shall receive the monthly family premium paid into a Group Registered Retirement Savings Plan.

- (iii) Regular Employees without dependents at non-family rate shall receive the difference between family plan rate and single plan rate paid into a Group Registered Retirement Savings Plan.
- (iv) Vision Care
 - (a) The vision care plan shall be totally funded by the Employer for eligible Employees.
 - (b) Vision care is to include glass coverage of three hundred dollars (\$300.00) every two (2) years for eligible Employees.
- (d) Dental - The dental plan shall be totally funded by the Employer for eligible Employees.
 - (i) Adult Orthodontic Coverage to a lifetime maximum of \$2,500.00.
 - (ii) Basic Dental of \$1,500.00 per year;
 - (iii) Major Dental of \$2,500.00 per year;
 - (iv) Child Orthodontic Coverage to a lifetime maximum of \$2,500.00.
- (e) Short Term Disability/Long Term Disability/Life Insurance/Dependent Life and Accidental Death & Dismemberment plan shall be shared 50% by the eligible Employee and 50% by Employer. Participation is mandatory.
- (f) Benefits in Article 18.01 Sub-clauses (c) and (d) must be taken together and are optional if the eligible Employee is covered under another plan.
- (g) Eligible Employees must have a regular work schedule of at least twenty (20) hours per week to be eligible to participate in the benefit plans outlined in Article 18.01 (b) to (e).

18.02 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.

18.03 For an Employee in receipt of Long Term Disability, the Employer shall maintain the Employee's pre-disability position, classification and work location for twenty-four (24) months commencing the first day of acceptance on to Long Term Disability.

18.04 Each calendar year, the Employer shall provide Regular Employees with a Health Spending Account:

- (a) Effective January 1, 2017, a Full-Time Employee who has been employed with the Employer for at least six (6) months (after meeting the probationary requirements as per Article 26) will be eligible for a three-hundred dollar (\$300.00) Health Spending Account.

- (b) Effective January 1, 2017, a Part-Time Employee who has been employed with the Employer for at least six (6) months (after meeting the probationary requirements as per Article 26) will be eligible for a Health Spending Account on a pro-rated basis.
- (c) Effective January 1, 2018 the Health Spending Account shall increase to five hundred dollars (\$500.00).
- (d) Any unused allocation in the Employee's Health Spending Account as of December 31st of each year may be carried forward for a maximum of one (1) calendar year.

ARTICLE 19

Maternity/Parental Leave

- 19.01 An Employee who has completed ninety (90) days of continuous service and becomes pregnant, shall be granted seventeen (17) consecutive weeks maternity leave without pay commencing at any time during the seventeen (17) week period immediately preceding the expected date of delivery, provided that the Employee gives the Employer written notice at least four (4) weeks before the date on which the Employee expects to commence her leave. All other issues of notice or extension of the period of maternity leave shall be according to the *Employment Standards Code*.
- 19.02 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.
- 19.03 An Employee granted leave without pay pursuant to Clause 19.01 shall, upon return to work, be returned to her/his former position or be placed in another comparable position at not less than the same salary that had accrued to him/her prior to commencing leave, and at the same level of benefits that is applicable to Employees in their classification. The Employee will be required to give the Employer two (2) weeks' notice in writing of their intention to return to work.
- 19.04 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 herself or to her unborn child, may request a transfer to a more suitable position if one is available.
- 19.05 An Employee who has completed ninety (90) days of continuous service and resigns for maternity reasons 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.

- 19.06 An Employee that is on the Employer's Benefits Plan at the commencement of their Maternity Leave shall continue to be covered throughout the Maternity Leave. If the Employee does not return from the Maternity Leave she may be required to repay the Employer the cost of the Employer's portion of the premiums paid on her behalf. The Employee may wish to opt out of the Employer's Benefit Plan prior to going on Maternity Leave. The Employee may also agree to pay one hundred (100%) percent of the cost of the Employer's Benefit Plan while they are on Maternity Leave.

ARTICLE 20

Parental Leave

- 20.01 An Employee, who has completed ninety (90) days of continuous service, who has or will have the actual care or custody of his/her newborn child, or an Employee commenced proceedings to adopt a child or obtains an order for the adoption of a child, he/she shall be granted parental leave without pay for a single period of up to sixty-one (61) consecutive weeks. This leave without pay shall be taken within the seventy-eight (78) week period immediately following the day the child was born or, in the case of adoption, within the seventy-eight (78) week period from the date the child comes into the Employee's care and custody.
- 20.02 An Employee granted leave without pay pursuant to Article 20.01 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 to work.
- 20.03 An Employee that is on the Employer's Benefits Plan at the commencement of their Parental Leave shall continue to be covered throughout the Parental Leave. If the Employee does not return to employment from the Parental Leave they may be required to repay the Employer's portion of the cost of the premiums paid on their behalf. The Employee may wish to opt out of the Employer's Benefit Plan prior to going on Parental Leave. The Employee may also agree to pay one hundred (100%) percent of the cost of the Employer's Benefit Plan while they are on Parental Leave.

ARTICLE 21

Court Leave

- 21.01 When an Employee is summoned or subpoenaed as a witness or a defendant to appear in court in his official capacity to give evidence or to produce Employer records, the Employee shall be regarded as being on duty but any monies receivable by him from the Court shall be paid to the Employer.
- 21.02 Where a Regular 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.

ARTICLE 22

Leave Without Pay

- 22.01 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. Where operational requirements permit and upon approval of the Employer, the leave without pay shall be granted.
- 22.02 Requests for leave without pay (if TOIL or Vacation days are not available) on religious holidays will be considered, provided adequate notice of the request is given.
- 22.03 An Employee who applies for and is accepted for an unpaid leave of absence shall for the first ninety (90) days of the leave of absence continue on the Employer's Benefit Plan with the current premium contributions. After ninety (90) days if the Employee wishes to continue on the Employer's Benefit Plan the Employee will be responsible to pay both the Employer and Employee share of the premiums.
- 22.04 Employees who request a leave without pay will cease to accrue vacation or sick leave entitlements pursuant to this Article.

ARTICLE 23

Workers' Compensation

- 23.01 In accordance with the Workers' Compensation Act, when an Employee sustains an injury in the course of his duties with the Mackenzie County, the Employee and his supervisor shall report the injury to the Chief Administrative Officer who shall record the date, time, and nature of the injury on a form to be signed by the injured Employee. If the injury causes the Employee to be absent from work, the Employee and the Employer shall complete the required forms for Workers' Compensation.
- 23.02 An Employee who is injured on the job during working hours and who is required to leave the job site for treatment, or is sent home as a result of such accident or injury, shall not suffer loss of pay for that day's work, regardless of the time of injury.
- 23.03 Employees shall have Workers' Compensation coverage.

- 23.04 If a Regular Employee sustains an injury in the course of the Employee's duties with the Employer which causes the Employee to be absent from work and as a result is eligible to receive Workers' Compensation benefits, the Regular Employee shall be paid the necessary supplement by the Employer which, together with the amount received from Workers' Compensation, equals the Employee's regular net take home pay prevailing at the occurrence of the injury. One-tenth (1/10) of a day of the Employee's accrued Sick Leave entitlement shall be deducted for each day this supplement is paid. Such supplement shall cease either when the Workers' Compensation Board certifies that the Employee is able to return to work, or is granted a permanent pension by the Board for either partial or total disability, or the Employee's accrued Sick Leave entitlement is used up, whichever comes first.
- 23.05 A Regular Employee who receives Workers' Compensation temporary disability benefits and who, at the commencement of absence from work, is participating in any or all of the Employer's benefit package (i.e. Alberta Health, Extended Health, Group Life, Dental, etc.) shall continue to be covered under these plans throughout the period the Regular Employee is receiving Workers' Compensation temporary disability benefits. Premium contributions shall continue to be paid by the Employer and the Employee.

ARTICLE 24

Layoff and Recall

- 24.01 "Layoff" is defined as a temporary separation from employment a result of lack of work.
- 24.02 The Employer shall provide notice of layoff according to the *Employment Standards Code* to any Employee to be laid off.
- 24.03 All Regular Employees laid off shall be placed on a recall list for a period of six (6) months. Any layoff for a period longer than six (6) months shall be considered a position abolishment. An Employee's name shall be removed from the list on his first refusal to return to work.
- 24.04 Recalls shall be inverse order of layoff from the position.
- 24.05 In the event a laid off Employee is recalled, he shall receive the same salary rate as he received prior to the layoff.
- 24.06 Any Employee that has been given notice of layoff shall have the right to waive any recall rights and accept severance as per Article 25 – Position Abolishment, Article 25.01.

ARTICLE 25

Position Abolishment

- 25.01 If a Regular Employee's position is abolished, notice will be given to the Regular Employee as provided by the *Alberta Employment Standards Code*, plus severance pay based on two (2) weeks' pay out for each completed year of service to a maximum of forty-three (43) weeks, will be provided on termination of employment.
- 25.02 The Employer agrees that in the event it becomes necessary to abolish an existing position, an effort will be made to place the Employee into another position covered by this Agreement.
- 25.03 During the period of notice of position abolishment, the Employer will allow the affected Employee a reasonable amount of time off with pay to be interviewed by prospective Employers.

ARTICLE 26

Probationary Employee and Probationary Period

- 26.01 Probationary Employee shall mean any Employee serving the required probationary period. This period shall be six (6) months and may be extended for a period up to six (6) months with the agreement of the Union. The termination of an Employee during probation following initial employment with the Employer shall not be subject to the grievance and arbitration procedures of this Agreement.
- 26.02 If a Regular Employee is on probation due to a promotion or transfer but cannot fulfill the job requirements during the probationary period, he shall return to his previously held position or a similar position.

ARTICLE 27

Disciplinary Action

- 27.01 No Employee shall be disciplined or dismissed without just cause.
- 27.02 When an Employee is given a written reprimand, suspension, disciplinary demotion or is dismissed from employment, the Employee shall be informed in writing as to the reason(s) for such action.
- 27.03 An Employee who is receiving a written notice of discipline may request a Union Steward to be present at the meeting with the Employer.
- 27.04 When an Employee is suspended or dismissed, the Employer shall provide a copy of the disciplinary notice to the Union.
- 27.05 Upon a request for the same being made by the Employee, the Employer will make reasonable arrangements to have an Employee's personal file made available for the Employee to examine under supervision of the Employer.

- 27.06 An Employee who has been subject to disciplinary action may, after eighteen (18) months continuous non-disciplinary service from the date of the disciplinary action, request his personnel file be purged of any record of the disciplinary action.
- 27.07 Under normal circumstances, all Employees shall notify their immediate supervisor on the day of absence. Employees absent for three (3) consecutive workdays without notifying their immediate supervisor shall be considered to have abandoned his position and will be deemed to have resigned unless it is subsequently shown by the Employee that special circumstances prevented him from reporting to his place of work.

ARTICLE 28

Health and Safety

- 28.01 A Health and Safety Committee shall be formed, made up of three (3) Employer representatives and three (3) Employee representatives appointed by the Union. At no time shall there be more Representatives from the Employer than the Union.
- 28.02 The Employer is committed, and will adhere, to the Occupational Health & Safety Code and its Regulations.
- 28.03 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.
- 28.04 An Employee shall immediately notify his supervisor when he has had an accident at a work site that results in injury or that has 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.
- 28.05 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.
- 28.06 Protective clothing and safety equipment shall be provided by the Employer as required by the Occupational Health and Safety Act and regulations thereto at no cost to the Employee.
- 28.07 All uniforms, clothing, and equipment supplied by the Employer shall remain the property of the Employer.
- 28.08 Where the Occupational Health and Safety Standards require safety footwear to be worn by an Employee, the Employer shall pay:
- (a) Regular Employees the cost of such footwear to a maximum of three hundred dollars (\$300.00) per annum, on proof of purchase with original receipt; and

- (b) All other Employees the cost of such footwear to a maximum of one hundred and fifty dollars (\$150.00) per annum, payable upon the completion of two (2) months of continuous employment and upon proof of purchase with original receipt.

ARTICLE 29

General

- 29.01 An Employee shall not be charged for unreserved parking space.
- 29.02 Employees who incur travel and subsistence expenses in the performance of authorized Employer business shall be reimbursed for those expenses in accordance with the Employer's policies applied to all staff.
- 29.03 The Employer shall be responsible for the insurance premiums on the mechanic's tools while on Mackenzie County property. The mechanic shall provide Mackenzie County with a complete list of their tools for insurance purposes.
- 29.04 The Employer shall pay Mechanics a tool allowance of five hundred dollars (\$500.00) per year to replace tools that have been broken or lost. Claims for this allowance must be submitted by November 30th of the current year with proof of purchase with original receipt.
- 29.05 The Employer shall pay professional fees or dues if required by the Employee, to perform his or her duties.
- 29.06 The Employer shall pay the cost for all medical examinations required to maintain a special license, to perform his or her duties.

ARTICLE 30

Grievance Procedure

30.01 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement or as to whether any such difference can be the subject of arbitration.

A complaint alleging harassment, sexual harassment, discrimination, or unfair working conditions shall be presented as a grievance directly at Step Two. The decision at Step Two shall be final and binding.

30.02 Settling of Grievances

Before filing a grievance the parties shall meet and try to resolve the difference. If either party is not in agreement with this meeting, a grievance can be filed immediately. Time limits for filing the grievance will begin the day following this meeting.

At each step of the grievance procedure the Grievor and Union Representative shall have the right to be present. An earnest effort shall be made by all Parties to settle grievances fairly and promptly in the following manner.

Step One

If an Employee or a group of Employees has a grievance, the Employee or group of Employees shall submit to his Supervisor a written statement of the grievance within ten (10) working days of the date that the Grievor(s) became aware of, or reasonably should have become aware of, the alleged grievance.

The grievance, when presented in writing, must be signed by the Employee or group of Employees and the Union, and shall contain:

- (1) a summary of circumstances giving rise to the grievance;
- (2) the provision(s) of the Agreement considered violated;
- (3) the particulars of the remedy sought.

The Supervisor shall meet with the Grievor(s) and the Union Representative within ten (10) working days of receipt of the grievance and shall render his decision in writing within ten (10) working days of this meeting.

Step Two

Failing satisfactory settlement being reached in Step One, the Union Representative together with the Grievor(s) within ten (10) working days of receipt of the decision in Step One, shall advance the grievance in writing to the Chief Administrative Officer. The Chief Administrative Officer or designate, shall meet with the Grievor(s) within ten (10) working days of receipt of the grievance and shall render a decision in writing within ten (10) working days of this meeting.

Grievances involving suspension or termination shall start at Step Two of the Grievance Procedure according to the time limits and requirements of a grievance in writing outlined in Step One.

Step Three

Failing satisfactory settlement being reached in Step Two, within ten (10) working days of receipt of the decision in Step Two, either Party may refer the grievance in writing to arbitration.

30.03

Policy Grievance

The Employer or the Union may initiate a policy grievance where the dispute involves a question of general application or interpretation of the Agreement. A policy grievance shall not include any matter that could have been the subject of a grievance by an Employee or a group of Employees.

The aggrieved Party shall submit the grievance in writing within ten (10) working days of the date of the occurrence giving rise to the grievance. The grievance, when presented in writing, must be signed by the Union or Manager, and shall contain:

- (1) a summary of circumstances giving rise to the grievance;
- (2) the provision(s) of the Agreement considered violated;
- (3) the particulars of the remedy sought.

Failing satisfactory settlement being reached within ten (10) working days of receiving the grievance in writing, either party may refer the grievance, in writing, to arbitration.

30.04 Time Limits

- (a) Saturdays, Sundays and Paid Holidays shall not be considered as working days for the purposes of this Article.
- (b) Should the Employee or the Union fail to comply with any of the time limits specified in the grievance procedure, the grievance will be considered to be abandoned, unless the parties have mutually agreed in writing to extend the time limits.
- (c) Should the Employer fail to comply with any time limits in the grievance procedure, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit, unless the parties have mutually agreed in writing to extend the time limits.

30.05 During any and all grievance proceedings, the Employee shall continue to perform duties, except in cases of suspension or dismissal.

ARTICLE 31

Arbitration

- 31.01
- (a) The parties agree that the arbitration referred to in Article 31.01 shall be heard by a single arbitrator mutually agreed upon by the parties.
 - (b) In the event that the Employer and the Union are unable to agree upon the selection of the Arbitrator (within fifteen (15) days of notification by either Party), application shall be made to the Director of Alberta Mediation Services to appoint an Arbitrator pursuant to the provision of the *Alberta Labour Relations Code*.
- 31.02
- (a) The Arbitrator has all of the powers granted to arbitrators under the *Alberta Labour Relations Code* in addition to any powers which are contained in this Agreement.

- (b) The Arbitrator shall hear and determine the difference or allegation and shall issue a decision and that decision is final and binding upon the parties and upon any employee affected by it.
 - (c) The award of the Arbitrator shall be signed by him and copies thereof shall be transmitted to the parties to the dispute.
- 31.03 The Arbitrator shall not have the authority to alter or amend any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to render any decision contrary to the terms and provisions of this Agreement, or to increase or decrease wages.
- 31.04 The Employer and the Union shall each pay one-half of the remuneration and expenses of the Arbitrator and each party shall bear its own expenses of every such arbitration.

ARTICLE 32

Shift Differential and Weekend Premium

- 32.01 If, because of operational requirements, an Employee is scheduled to work shifts where the majority of the hours of such shift falls between 5:00 p.m. and 6:00 a.m., the Employee shall receive one dollar and twenty five cents (\$1.25) per hour in addition to his basic rate of pay for all hours worked on such shifts.
- 32.02 If, because of operational requirements, an Employee is scheduled to work shifts that are on a Saturday or Sunday, he shall receive one dollar and twenty five cents (\$1.25) per hour for each hour from midnight Friday to midnight Sunday.
- 32.03 At no time shall shift differential or weekend premium be included with the Employee's regular rate of pay for the purpose of computing overtime payments, other premium payment or any Employee benefits.

ARTICLE 33

Isolation Pay for Employees Working in Zama City, Alberta

- 33.01 Full-time Employees assigned to work in Zama permanently will be paid, in addition to their salary, an additional one thousand, two hundred dollars (\$1,200.00) per month per residence or accommodations will be provided. This amount will be pro-rated for any permanent Part-time Employee assigned to Zama.
- 33.02 Employees whose regular place of employment is not Zama, are eligible to receive an additional three dollars (\$3.00) per hour for each hour worked, including callback hours pursuant to Article 12.06. Employees eligible for this benefit will also have their meals and lodging provided by Mackenzie County.

ARTICLE 34

Term of Agreement

- 34.01 This Agreement shall be in full force and effect from January 1, 2019 to December 31, 2022.
- 34.02 The Agreement shall remain in effect unless notice of amendment is served by either Party upon the other not less than sixty (60) days and not more than one hundred twenty (120) days preceding the expiration of the said Agreement.
- 34.03 Where notice is served by either Party, the provisions of this Agreement shall continue until a settlement is agreed upon according to conditions of the *Labour Relations Code*.

ARTICLE 35

Outside Employment

- 35.01 Subject to Article 35.02, an employee can carry on any business or employment outside his regularly scheduled hours of duty without interference from the Employer.
- 35.02 Employees are prohibited from carrying on any business or employment outside their regularly scheduled hours of duty when:
- (a) certain knowledge and information available only to the employees place the individual in a position where he can exploit the knowledge or information for personal gain; and
 - (b) the outside employment interferes with the ability of the employee to perform the duties of his position in a satisfactory manner.
- 35.03 Employees are prohibited from use of property of the Employer, including but not limited to premises, equipment, vehicles, tools, supplies, records and information obtained through their employment, in any business or employment carried on pursuant to this Article, unless approved by the Employer.

ARTICLE 36

Employment Standards Code Leaves of Absence

- 36.01 The *Employment Standards Code* leave of absence for compassionate care leave, personal and family responsibility leave, death or disappearance of child leave, critical illness leave, long-term illness or injury leave, domestic violence leave, leave for citizenship ceremony are recognized by the Employer, the implementation of which is to be governed by the terms as set out in the *Employment Standards Code* and its regulations.

SCHEDULE "A"

Classifications and Pay

Full-time Regular Employees shall be paid according to the following salary schedules. 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.

Temporary Employees shall be eligible for a step increase within their classification on the pay grid at the same progression levels for Full-time Regular Employees.

Casual Employees

Casual Employees, who have completed one thousand (1,000) hours of satisfactory work, may be eligible for one (1) increment increase. The Employee will only be eligible for one (1) increment per calendar year. Overtime shall not be considered in this calculation. Subsequent incremental increases will be considered upon completion of each additional one thousand (1,000) hours of work.

Progression from Step to Step on the following pay grids shall be based on satisfactory job performance and meeting the service requirements as follows:

Level 1 to Level 2	6 months
Level 2 to Level 3	12 months
(Note: Employer agrees that Level 2 to Level 3 shall remain six (6) months for any eligible Employee at the date of ratification of this Collective Agreement)	
Level 3 to Level 4	12 months
Level 4 to Level 5	12 months
Level 5 to Level 6	12 months
Level 6 to Level 7	12 months
Level 7 to Level 8	12 months

Red-circled Employees shall receive the negotiated increase in quarterly lump sum payments.

Each Full-time Employee will receive a lump sum payment of the gross amount of one thousand dollars (\$1000.00) on their 10th, 15th, 20th and 25th anniversary of continuous employment in addition to any other negotiated increases to the Salary Schedule.

SCHEDULE "B"

Mackenzie County

The following lump sum payments shall be provided to all Employees:

January 1, 2019:	\$250.00
January 1, 2020:	\$350.00
January 1, 2021:	\$750.00
January 2, 2022:	\$1,000.00

Lump sum payments shall be pro-rated for new employees based on their start date in the year and pro-rated by period worked in the year for employees returning from a Leave.

2019	0.00%
2020	0.00%
2021	0.00%
2022	0.00%

2019-2022								
	1	2	3	4	5	6	7	8
Administrative Support								
40	\$44,595	\$45,989	\$47,382	\$49,712	\$52,021	\$54,350	\$56,680	\$61,318
	\$21.44	\$22.11	\$22.78	\$23.90	\$25.01	\$26.13	\$27.25	\$29.48
Agricultural Fieldman								
40	\$70,720	\$71,989	\$73,258	\$75,774	\$78,312	\$80,829	\$83,346	\$85,883
	\$34.00	\$34.61	\$35.22	\$36.43	\$37.65	\$38.86	\$40.07	\$41.29
Assistant Agricultural Fieldman								
40	\$49,670	\$50,918	\$52,187	\$53,747	\$57,262	\$59,800	\$62,317	\$64,813
	\$23.88	\$24.48	\$25.09	\$25.84	\$27.53	\$28.75	\$29.96	\$31.16
Development Officer								
40	\$59,467	\$60,861	\$63,482	\$67,517	\$71,531	\$75,566	\$78,354	\$83,616
	\$28.59	\$29.26	\$30.52	\$32.46	\$34.39	\$36.33	\$37.67	\$40.20
Equipment Operator I								
40	\$56,888	\$58,136	\$59,384	\$61,069	\$64,501	\$66,997	\$69,514	\$72,051
	\$27.35	\$27.95	\$28.55	\$29.36	\$31.01	\$32.21	\$33.42	\$34.64
Equipment Operator II								
40	\$64,314	\$65,624	\$66,893	\$68,744	\$71,885	\$74,422	\$76,939	\$79,477
	\$30.92	\$31.55	\$32.16	\$33.05	\$34.56	\$35.78	\$36.99	\$38.21

Facility Maintenance Technician									
40	\$71,136 \$34.20	\$ 72,384 \$34.80	\$ 73,653 \$35.41	\$ 75,858 \$36.47	\$ 78,686 \$37.83	\$ 81,224 \$39.05	\$ 83,741 \$40.26	\$ 86,237 \$41.46	
Finance Clerks									
40	\$59,467 \$28.59	\$60,861 \$29.26	\$63,482 \$30.52	\$67,517 \$32.46	\$71,531 \$34.39	\$75,566 \$36.33	\$78,354 \$37.67	\$83,616 \$40.20	
Finance Officer									
40	\$83,616 \$40.20	\$85,010 \$40.87	\$86,403 \$41.54	\$89,190 \$42.88	\$91,978 \$44.22	\$94,765 \$45.56	\$97,552 \$46.90	\$100,339 \$48.24	
General Maintenance Laborer									
40	\$42,120 \$20.25	\$43,347 \$20.84	\$44,616 \$21.45	\$47,133 \$22.66	\$49,629 \$23.86	\$52,187 \$25.09	\$54,746 \$26.32	\$57,262 \$27.53	
GIS Coordinator									
40	\$66,893 \$32.16	\$68,266 \$32.82	\$69,659 \$33.49	\$71,739 \$34.49	\$75,254 \$36.18	\$78,042 \$37.52	\$80,808 \$38.85	\$83,637 \$40.21	
Information Services Technologist									
40	\$83,616 \$40.20	\$85,010 \$40.87	\$86,403 \$41.54	\$89,190 \$42.88	\$91,978 \$44.22	\$94,765 \$45.56	\$97,552 \$46.90	\$100,339 \$48.24	
Leadhand									
40	\$71,115 \$34.19	\$72,384 \$34.80	\$73,653 \$35.41	\$75,858 \$36.47	\$78,686 \$37.83	\$81,224 \$39.05	\$83,741 \$40.26	\$86,237 \$41.46	
Mechanic									
40	\$71,115 \$34.19	\$72,384 \$34.80	\$73,653 \$35.41	\$75,858 \$36.47	\$78,686 \$37.83	\$81,224 \$39.05	\$83,741 \$40.26	\$86,237 \$41.46	
Planner									
40	\$83,637 \$40.21	\$85,010 \$40.87	\$86,403 \$41.54	\$89,190 \$42.88	\$91,978 \$44.22	\$94,765 \$45.56	\$97,552 \$46.90	\$100,339 \$48.24	
Public Works Officer									
40	\$66,893 \$32.16	\$68,286 \$32.83	\$69,680 \$33.50	\$72,467 \$34.84	\$75,254 \$36.18	\$78,042 \$37.52	\$80,829 \$38.86	\$83,616 \$40.20	

Records Management Clerk	40	\$50,170 \$24.12	\$51,563 \$24.79	\$52,957 \$25.46	\$55,744 \$26.80	\$58,531 \$28.14	\$61,318 \$29.48	\$64,106 \$30.82	\$66,893 \$32.16
Safety Officer	40	\$71,136 \$34.20	\$72,384 \$34.80	\$73,653 \$35.41	\$75,858 \$36.47	\$78,707 \$37.84	\$81,224 \$39.05	\$83,741 \$40.26	\$86,237 \$41.46
Senior Utility Officer	40	\$71,115 \$34.19	\$72,384 \$34.80	\$73,653 \$35.41	\$75,858 \$36.47	\$78,686 \$37.83	\$81,224 \$39.05	\$83,741 \$40.26	\$86,237 \$41.46
Special Constable	40	\$73,258 \$35.22	\$77,043 \$37.04	\$78,312 \$37.65	\$80,829 \$38.86	\$83,346 \$40.07	\$85,883 \$41.29	\$88,400 \$42.50	\$90,938 \$43.72
Utility Officer	40	\$56,888 \$27.35	\$58,136 \$27.95	\$59,384 \$28.55	\$61,069 \$29.36	\$64,501 \$31.01	\$66,997 \$32.21	\$69,514 \$33.42	\$72,051 \$34.64

While on any leave of absence for Compassionate Care Leave, Death or Disappearance of Child Leave, Critical Illness Leave, Long-Term Illness or Injury Leave, Leave Without Pay, in excess of 90 days, the Employee shall cease to accrue recognition of time served necessary to allow for movement on the wage grid.

Letter of Understanding

between

Mackenzie County

and

The Alberta Union of Provincial Employees

Northern Travel Benefit

The Parties agree to the following:

Effective January 1, 2004, the Employer and AUPE agree to continue with the Letter of Understanding for Northern Travel Benefits worded as follows:

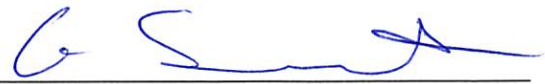
For the purposes of this Agreement, six thousand five hundred (\$6,500) dollars of the annual salary as set out in this Agreement shall be considered to be a Travel Assistance Benefit administered in accordance with the provisions set by Canada Customs and Revenue Agency (CCRA) and shall be indicated as such in the appropriate box on the annual T4 slip.

ON BEHALF OF THE EMPLOYER:

FEB 14/2020
DATE

ON BEHALF OF THE UNION:




Jun 29/2020
DATE

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

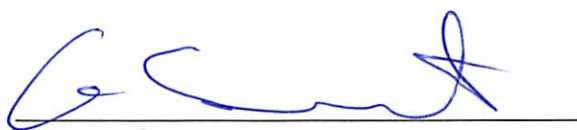
SIGNED THIS 29th day of January 2020.

ON BEHALF OF THE EMPLOYER:




WITNESS

ON BEHALF OF THE UNION:




WITNESS