



## COLLECTIVE AGREEMENT

BETWEEN THE

COUNTY OF NORTHERN LIGHTS

AND THE

ALBERTA UNION OF PROVINCIAL EMPLOYEES  
LOCAL 118 CHAPTER 010

EXPIRES: DECEMBER 31, 2021

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## PURPOSE

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 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 Collective Agreement.

It is also the intent of the Parties to:

- (a) ensure the provision of best possible service to the municipality;
- (b) protect the interests of Employees and the municipality; and
- (c) encourage efficiency in operations of the municipality.
- (d) ensure the best possible provision of quality services to the public and ratepayers;
- (e) to protect the business interests of the County and recognize Employees, while enhancing safe, efficient, cost effective productive operations at the County.

The rural nature of the County's operation are recognized.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

## ARTICLE 1

### TERM OF COLLECTIVE AGREEMENT

- 1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement, including the appendices hereto, unless altered by mutual consent of both Parties in accordance with Article 3.01, shall be in full force and effect from January 1, 2019 up to and including December 31, 2021 and from year to year thereafter unless amended or terminated. Notification of the desire to amend or terminate may be given in writing by either Party during the period between sixty (60) and one hundred and twenty (120) days prior to December 31, 2021.
- 1.02 When either Party serves notice of the desire to amend this Collective Agreement pursuant to Article 1.01 above, the negotiating committee shall exchange any proposed amendments at the commencement of negotiations.
- 1.03 This Collective Agreement shall continue in full force and effect until the new Collective Agreement has been executed, the right to strike or lockout arises under the provisions of the *Alberta Labour Relations Code*, or the right of the bargaining agent to represent the Employees is terminated.
- 1.04 There shall be no strike or lockout during the term of this Collective Agreement.
- 1.05 Any change as deemed necessary or desirable to this Collective Agreement shall be made in writing by mutual agreement between the Parties at any time during the existence of this Collective Agreement and shall form part of this Collective Agreement.

## ARTICLE 2

### DEFINITIONS

- 2.01 "Act" means the *Alberta Labor Relations Code*, as amended from time to time.
- 2.02 "Basic Rate of Pay" shall mean the incremental step of the Salary Appendix applicable to an Employee in accordance with the terms of this Collective Agreement, exclusive of all premium payments and allowances.
- 2.03 "Employee" shall mean a person covered by this Collective Agreement and employed by the Employer. At the time of hire, the employment status of each Employee will be determined in accordance with the following:
- (a) "Full-time Employee" shall mean an Employee who is scheduled to work the hours specified in Article 12.01.
  - (b) "Part-time Employee" shall mean an Employee who is scheduled to work less than the hours specified in Article 12.01.
  - (c) "Temporary Employee" is one who is hired on a temporary basis for a full-time or a part-time position:

- (i) for a specific job of more than three (3) months but less than six (6) months; or
  - (ii) to replace a Full-time or Part-time Employee who is on an approved leave of absence for a period in excess of three (3) months; or
  - (iii) to replace a Full-time or Part-time Employee who is on leave due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of three (3) months.
- (d) "Casual Employee" is one who:
- (i) is regularly scheduled for a period of three (3) months or less for a specific job; or
  - (ii) relieves for absences the duration of which is three (3) months or less; or
  - (iii) works on a call-in basis and is not regularly scheduled.

2.04 Temporary and Casual Employees do not have a continuing employment relationship with the Employer and, except as specifically outlined below, the provisions of this Collective Agreement shall not apply to Temporary and Casual Employees:

- (a) Purpose, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12.07, 13, 14, 15, 16, 17.04, 24, 25, 29, 30, 31, 33 and Salary Appendix.

2.05 "Employer" shall mean and include such officers as may, from time to time, be appointed or designated to carry out administrative duties in respect of the operation and management of the business on behalf of the County of Northern Lights.

2.06 "Union" means the Alberta Union of Provincial Employees, Local 118.

2.07 "Shift" means a daily tour of duty exclusive of overtime hours.

2.08 "Pyramiding" means the payment of two (2) or more premiums pursuant to different provisions of this Collective Agreement for the same hours worked.

2.09 Where indicated by the context or intent of this Collective Agreement, the feminine shall be deemed to include the masculine, and the singular shall be deemed to include the plural and vice versa.

2.10 "Probationary Employee" means a person who, during his initial period of employment, is serving a probationary period in accordance with the provisions of Article 10.

2.11 "Cycle of the Shift Schedule" means the period of time when the shift schedule repeats itself: not to exceed twelve (12) weeks in duration.

- 2.12 "Commencement Date" means the date of commencement of employment in any given calendar year, to the closest first day of the month.
- 2.13 "Calendar Year" means January 1<sup>st</sup> to December 31<sup>st</sup> in any year.
- 2.14 "Anniversary Date" shall mean the date of hire.
- 2.15 "Days of Rest" shall mean scheduled days off in accordance with Article 12.03 and will be scheduled on a Saturday and Sunday where it is operationally feasible to do so.
- 2.16 "Administration classification" shall mean Employees employed under the classifications of Administrative Support 1, 2 or 3.
- 2.17 "Seniority" shall mean the length of uninterrupted continuous service with the Employer from the Employee's last date of hire.

### ARTICLE 3

#### SCOPE AND RECOGNITION

- 3.01 The Employer recognizes the Union as the bargaining agent for the Employees included in the Certificate No. 176-2010, and amendments thereto, issued by Alberta Labor Relations Board pursuant to the Act.
- 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, color, creed, national origin, political or religious belief, gender, gender identity, gender expression, ancestry, place of origin, family status, source of income, sexual preference or orientation, marital status, physical 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. It is not discrimination if what has occurred is reasonable and justifiable in the circumstances, or where there are policies, programs or activities to ameliorate disadvantaged persons.
- 3.03 The Employer will provide specific bulletin board space for use by the Union at locations on the Employer's premises, which are accessible to Employees. Such 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. A decision regarding such approval shall be provided within twenty-four (24) hours of submission and will not be unreasonably withheld.
- 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 The Employer retains all rights not otherwise specifically abridged, modified or restricted in this Collective Agreement. 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 as long as that right is not specifically abridged, modified or restricted in this Collective Agreement.
- 4.02 The failure of the Employer to exercise any of its management rights or any other rights is not considered to be an abandonment or a waiver of those rights or prevent the Employer from exercising those rights.

## 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 Collective Agreement, the remaining provisions shall remain in effect for the term of the Collective Agreement and the Parties hereto shall negotiate, in accordance with the bargaining procedures of the Act, a satisfactory provision to be substituted for the provision rendered null and void, or reduced.
- 5.02 Where a difference arises between the provisions contained in any article of this Collective Agreement, and the subject matter covered in Employer regulations, policies, guidelines or directives, the Collective Agreement shall supersede the regulation, policy, guideline or directive.

## ARTICLE 6

### UNION MEMBERSHIP AND DUES AND DEDUCTIONS

- 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 Collective Agreement shall be required to pay Union dues. The Employer shall deduct an amount equal to the monthly Union dues as set by the Union from time to time from the pay of all Employees covered by this Collective Agreement. Such deductions shall be made on a monthly basis and shall be remitted to the Union by the fifteenth (15<sup>th</sup>) calendar day of the following month.



- 6.03 The deductions remitted shall be accompanied by particulars identifying each Employee showing their name, employee number, salary, amount of dues deducted, home address, home phone number, start date and seniority, work location, classification, employee type (permanent, temporary or wage) and whether or not the member is off on Long Term Disability (LTDI), Short Term Disability (STD), Workers' Compensation Benefits (WCB) or a Leave Without Pay (LWP).
- 6.04 The Union shall advise the Employer, in writing, of any changes in the amount of dues to be deducted from the Employees covered by this Collective Agreement. Such notice shall be provided, in writing, to the Employer at least thirty (30) calendar days prior to the effective date of such change.
- 6.05 Any change in the amount of the dues deduction shall be implemented by the Employer at the next possible pay period following the expiry of the notice period.
- 6.06 The Union agrees to indemnify and save the Employer harmless against any claims 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 the organization and the distribution of Employees at the workplace. No more than three (3) Union Stewards identified by the Union shall be permitted time off for Union business at once.
- 7.04 The Employer further recognizes the Union Steward(s) as an official representative of the Union for the purpose of this Collective Agreement. Such individuals will be identified to the Employer by the Union in writing no later than thirty (30) days after the ratification of this Collective Agreement.
- 7.05 New Employees shall be advised of the name of their Union Steward at the time of hire and will be provided with a copy of this Collective Agreement.
- 7.06 The Employer and the Union shall equally cost share the printing of this Collective Agreement.

## ARTICLE 8

### EMPLOYEE/MANAGEMENT ADVISORY COMMITTEE

- 8.01 As the Employer and the Union are committed to joint consultation and constructive problem-solving where matters of mutual interest are concerned, an Employee/Management Advisory Committee (EMAC) shall be formed for this purpose within thirty (30) days of the ratification of this Collective Agreement and shall function for the term of this Collective Agreement. Both the Employer and the Union shall appoint up to three (3) representatives to the Committee.
- 8.02 The purpose of the EMAC is to foster communications between the Employer and its Employees, to discuss issues that may arise, and make recommendations for the Employer to consider. There is to be a majority consensus of the EMAC for recommendations to the Employer. The committee does not have the authority to make decisions which are binding on the Employer and cannot change the terms of the Collective Agreement.
- 8.03 The function of the EMAC is to examine and make recommendations regarding the concerns of management and/or Employees relative to matters related to employment not covered in this Collective Agreement. In no case will the EMAC deal with the interpretation of this Collective Agreement or matters, which have resulted in the filing of a grievance.
- 8.04 An Employee shall be paid at their basic rate of pay for attendance at EMAC meetings. Such time shall not be used in the calculation of overtime.

## ARTICLE 9

### TIME OFF FOR UNION BUSINESS

- 9.01 Subject to Article 9.02, 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 of the Chapter shall normally be held on a Saturday;
  - (b) Members of the negotiating committee for time spent meeting with representatives of the Employer during the formal negotiations 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, and
  - (d) Any other business of the Union that may arise.

- 9.02 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 Article 9.01. However, consideration at the discretion of the Employer shall still be given in cases where the five (5) days notice is not provided.
- 9.03 To facilitate the administration of Article 9.01, 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.
- 9.04 An Employee who is elected to a Full-time position with the Union shall be granted a leave of absence without pay and without loss of seniority for a maximum of two (2) years. Such leave of absence shall be renewable for a further term upon request. Where it is permissible under the pension and other group benefit plans, the Employee shall have the right to pay the full cost, including the Employer's share, during the period of such leave of absence.

## ARTICLE 10

### PROBATIONARY PERIOD

- 10.01 All newly hired Employees shall serve a probationary period. This probationary period shall be three (3) months in duration. At the discretion of the Employer, however, the probationary period may be extended by an additional three (3) months where, in the opinion of the Employer, an additional period of assessment is required.
- 10.02 Employees shall only be required to complete one (1) probationary period, including any extension on accordance with Article 10.01, where their employment with the Employer is continuous.
- 10.03 While serving a probationary period in accordance with Article 10.01, an Employee may be terminated at any time without the necessity of proving just cause. Such Employee will not have access to the grievance or arbitration procedure.
- 10.04 The Employer will make every effort to discuss the performance of each probationary Employee with the Employee at least once during the probationary period. A formal performance review will not be required for probationary Employees.
- 10.05 Probationary Employees shall accrue sick leave credits in accordance with Article 19.02 and special leave in accordance with Article 18.01 during the probationary period, but shall not be able to access or use such credits or special leave under Article 18.08 and 18.11 until they have completed the probationary period as specified in Article 10.01.

## ARTICLE 11

### JOB POSTING

- 11.01 Where a vacancy occurs or the Employer wishes to create a new position, such position shall be posted for at least ten (10) days prior to it being filled, unless mutually agreed in writing between the Union and the Employer. All applications for such vacancies shall be in writing and submitted to the Employer during the posting period.
- 11.02 The Employer will fill the position with the best qualified applicant for the position based upon the requirements of the job as contained in the job posting. Where two or more applicants are equal with respect to all of the requirements of the job as contained in the job posting, preference will be given to Employees over external applicants where the position is for a period of more than two (2) weeks duration.
- 11.03 Where two or more internal applicants are equal with respect to all of the requirements of the posting, in the Employer's discretion, preference will be given to Employee with the most seniority.

## ARTICLE 12

### HOURS OF WORK

- 12.01 Regular hours of work for Full-time Employees, exclusive of meals periods shall be:
- (a) for all Employees employed under the Administration classification, seven point two five (7.25) hours per day and thirty six point two five (36.25) hours per week averaged over one (1) complete cycle of the shift schedule;
  - (b) for all classifications of Employees not listed in Article 12.01(a), eight (8) hours per day and forty (40) hours per week averaged over one (1) complete cycle of the shift schedule.
- 12.02 Regular hours of work as per Article 12.01, shall be deemed to:
- (a) include, as scheduled by the Employer, two (2) rest periods of fifteen (15) minutes each during each full working shift of a minimum of seven point two five (7.25) hours;
  - (b) include, as scheduled by the Employer, one (1) rest period of fifteen (15) minutes for shifts of more than three (3) hours of work and less than eight (8) hours of work;
  - (c) exclude, as scheduled by the Employer, a meal period during each working day in which the Employee works in excess of five (5) hours as follows:

- (i) for Employees working the regular hours of work in accordance with Article 12.01(a); one (1) hour;
- (ii) for Employees working the regular hours of work in accordance with Article 12.01(b); thirty (30) minutes.

12.03 The shift schedule shall be posted four (4) weeks in advance and provide for:

- (a) at least two (2) consecutive days of rest;
- (b) days of rest falling on at least half of the weekends (Saturday and Sunday) during a cycle of the shift schedule and no more than two (2) weekends scheduled to work in a row;
- (c) no more than six (6) consecutive days of work;
- (d) scheduled hours of work in accordance with Article 12.01 which will fall between the hours of 7:00 a.m. and 6:00 p.m.; and
- (e) for Employees employed under the Administration classification, the schedule will be from Monday through Friday.

12.04 Employees may exchange shifts provided that:

- (a) there is mutual agreement between the Employees;
- (b) a request in writing is made in advance to the Employer and signed by the affected Employees confirming their agreement;
- (c) the shift exchange is approved in advance by the Employer; and
- (d) the changed shifts are recorded on the shift schedule.
- (e) if an Employee is owed a shift(s) by another Employee due to shift exchange, there shall be no recourse against the Employer.

12.05 By mutual consent between the Employer and the affected Employee(s), alternate shift schedules are permissible provided that they comply with the minimum standards outlined in the *Employment Standards Code*. Such alternate schedules may be discontinued upon the provision of one (1) week's written notice by and to either Party. Where such notice is provided, the provisions of Articles 12.01, 12.02 and 12.03 shall again apply.

12.06 For the purpose of shift scheduling, it is understood that the Employer may schedule Employees during the seven (7) days of the week except for Employees employed under the Administration classification.

12.07 Notwithstanding the fact that Casual Employees may not be regularly scheduled, the hours of work in accordance with Articles 12.01 and 12.02 will apply.

12.08 The Employer and the Union adopt the provisions of the *Employment Standards Code* in force with respect to averaging agreements.

## ARTICLE 13

### OVERTIME

- 13.01 An Employee may be required to work hours beyond the regularly scheduled hours of work in accordance with Article 12.01. Subject to Article 13.02, overtime shall be all time worked in excess of the regular hours of work as per Article 12.01 (a), (b), or 12.05, whichever applies to the Employee.
- 13.02 Overtime must be authorized in advance by the Employer. In case of emergency, where the prior authorization of the Employer is not possible, the Employee will be required to submit, in writing, the reasons for such overtime. The approval of the Employer will not be unreasonably withheld where an emergent situation is found to have occurred.
- 13.03 Overtime shall be paid at a rate of one and one half times (1 1/2X) the Employee's basic rate of pay in accordance with the Salary Appendix. In the alternative, and where mutually agreed, the Employee may take time off in lieu of overtime pay at a rate of one and one half (1 1/2) hours paid time off for every hour of overtime worked. Such time is to be taken at a time mutually agreed between the Employee and Employer. Where no mutual agreement is reached between the Parties, or once an Employee has accumulated eighty (80) hours of lieu time, it shall be paid out at the Employee's basic rate of pay in accordance with the Salary Appendix.

## ARTICLE 14

### ON-CALL AND CALL BACK

- 14.01 On-call duty shall be any period during which an Employee is not regularly scheduled in accordance with Article 12 but is assigned to be available to respond, without undue delay, to any request to report to duty.
- 14.02 Employees placed on-call as per Article 14.01, shall be compensated as follows:
- (a) Monday - Friday: twenty-five dollars (\$25.00) per day;
  - (b) Saturday - Sunday: thirty-five dollars (\$35.00) per day; or
  - (c) Paid holidays in accordance: forty-five dollars (\$45.00) per day.
- 14.03 When an Employee who is assigned on-call duty fails to report to work without undue delay when required to do so, compensation for the on-call period in accordance with Article 14.02 shall not be paid for the day in which the failure occurs.
- 14.04 Employees shall not be assigned on-call duty on two (2) consecutive weekends or two (2) consecutive paid holidays where other qualified Employees are available to be assigned on-call duty.

- 14.05 When an Employee is called back to duty and is required to return to work, in addition to the compensation described in Article 14.02, the Employee shall receive one and one half times (1 1/2X) their basic rate of pay in accordance with the Salary Appendix for all hours worked and reasonable time spent traveling.
- 14.06 Where an Employee is on call and is able to perform work without physically attending to the worksite (e.g. via telephone), the Employee will track their time doing so. In the event the cumulative time in a day exceeds half and hour, the Employee shall be paid for the actual time worked at the appropriate overtime rates plus the appropriate shift differential. Any time over half an hour shall be paid in fifteen (15) minute increments.
- 14.07 When an Employee is required to return to work outside the regular hours of work in accordance with Article 12, and is not assigned on-call duty, the Employee shall be paid two (2) hours at their basic rate of pay or one and one half times (1 1/2X) their basic rate of pay for all hours worked, inclusive of travel time, whichever is greater.
- 14.08 An Employee shall be paid a minimum of three (3) hours pay at the applicable basic rate of pay when an expected work period is canceled and the Employee is not notified at least one (1) hour prior to the expected start time of such shift.
- 14.09 Where operationally feasible to do so, an Employee who is assigned on-call duty shall be supplied with a vehicle for a faster and more efficient response.
- 14.10 An Employee provided a vehicle for on-call duty recognize and accept that he/she may incur a taxable benefit associated with personal use of such vehicle.

## ARTICLE 15

### SHIFT DIFFERENTIAL

- 15.01 Notwithstanding Article 12.03(c), where, because of operational requirements, an Employee is scheduled to work shifts where the majority of the hours of such shifts fall between 4:00 p.m. and 6:00 a.m., the Employee shall receive one dollar and seventy five cents (\$1.75) per hour in addition to their basic rate of pay for all hours worked on such shifts.
- 15.02 The shift differential pay in accordance with Article 15.01, will not be used in calculating overtime pay and shift differential will not be paid where an Employee is eligible for overtime pay.

## ARTICLE 16

### PAID HOLIDAYS

16.01 Subject to 16.03, Full-time, Part-time and Temporary Employees shall be entitled to a paid day off on, or for, each of the following days:

New Year's Day	August 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 all of the foregoing, a Christmas floater shall be provided each year on a date designated by the Employer which falls between December 22 of each year and January 2 of each year. The Employer will observe any other statutory holidays designated by legislation of the Government of the Province of Alberta or the Government of Canada. If the Municipality does not proclaim a civic holiday as specified above, the first Monday in August shall be observed as such civic holiday.

16.02 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.

16.03 To qualify for a paid holiday with pay the Employee must:

- (a) have worked for the Employer for no less than thirty (30) days in the twelve (12) month period preceding any paid holiday;
- (b) work his scheduled shift immediately prior to and immediately following the paid holiday, except where the Employee is absent due to illness;
- (c) work on the paid holiday when scheduled or required to do so; and



(d) for Part-time Employees, the paid holiday falls on a regularly scheduled day of work.

16.04 An Employee required by the Employer to work on a paid holiday shall be paid for all hours worked on the paid holiday at one and one half times (1 1/2X) their basic rate of pay in accordance with the Salary Appendix, plus they shall receive:

- (a) an alternate day off at a mutually agreed time; or
- (b) failing mutual agreement within thirty (30) calendar days following the paid holiday worked, the Employee shall receive payment for such day at their basic rate of pay in accordance with the Salary Appendix.

16.05 Casual Employees shall receive one and one half times (1 1/2X) the applicable rate of pay in accordance with the Salary Appendix for all hours worked on a paid holiday.

## ARTICLE 17

### ANNUAL VACATION

17.01 An Employee shall not take annual vacation without the prior authorization of the Employer.

17.02 For each month of a fiscal year in which an Employee is employed ten (10) working days or more, he/she shall earn Annual Vacation at the following rates:

- (a) one decimal two five (1.25) days each month commencing in the first month of employment and ending in the month that six (6) years of continuous service is completed;
- (b) one decimal six six seven (1.667) days each month commencing in the month after completing six (6) years of continuous service and ending in the month that fourteen (14) years of continuous service is completed;
- (c) two decimal zero eight three (2.083) days each month commencing in the month after completing fourteen (14) years of continuous service and ending in the month that twenty-three (23) years of continuous service is completed;
- (d) two decimal five (2.5) days each month commencing in the month after completing twenty-three (23) years of continuous service.

17.03 Part-time Employees shall qualify for vacation with pay on a pro-rated basis of Full-time Employees in accordance with Article 17.02.

17.04 Temporary and Casual Employees will receive six percent (6%) of their gross earnings in lieu of vacation time, special leave and sick leave.

- 17.05 If a paid holiday falls during an Employee's annual vacation period, another day will be added to the vacation period or at a time authorized by the Employer.
- 17.06 Vacation entitlement will not be taken in periods of less than one (1) day. 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 between May 1 and September 1 of each year.
- 17.07 At the beginning of each fiscal year, an Employee will have the right to access the Annual Vacation entitlement for that year with the understanding that any negative balances at the time of resignation or termination will be recoverable by the Employer.
- 17.08 An Employee shall be permitted to use vacation days as they are earned.
- 17.09 Once a vacation with pay has been approved by the Employer, in accordance with Article 17.01, it will not be rescheduled except by mutual agreement between the Parties or in case of emergency.
- 17.10 An Employee will not be permitted to carry over more Annual Vacation than can be earned in one (1) fiscal year. Annual Vacation credits exceeding one (1) year entitlement will be liquidated in cash in the month of February. However, in situations where an Employee's leave has been denied due to operational requirements, the Employee shall be permitted to carry over that amount of annual vacation in addition to the one (1) year of accrued vacation credits.
- 17.11 An Employee upon resignation or termination shall be entitled to be paid out for vacation entitlement earned, and not taken, on a prorated basis according to Section 17.02.

## ARTICLE 18

### SPECIAL LEAVE

- 18.01 An Employee shall earn Special Leave credits up to a maximum of fifteen (15) days at the rate of five (5) days per year. This amount will be prorated for permanent Full-time Employees who commence employment after January 1 of a given year. As credits are used, they may continue to be earned up to the maximum.
- 18.02 Special Leave will be taken in half day increments on the basis of the Employee's regular scheduled hours of work for the day the leave is taken.
- 18.03 For the purpose of this article, immediate family is defined as an Employee's father, mother, spouse, common-law spouse, child, stepchild, foster child, step father and step mother. Extended family will be defined as an Employee's siblings, father-in-law, mother-in-law, grandmother, grandfather, grandchild, aunt, uncle and any relative permanently residing in the Employee's household or with whom the Employee presently resides.
- 18.04 The Employer shall grant Special Leave earned with pay for a period of up to five (5) consecutive working days:

- (a) when there is a death in the Employee's immediate family; or
  - (b) when a member of the immediate family requires surgery or becomes ill and the Employee is required to care for his/her dependents or for the sick person.
- 18.05 The Employer shall grant Special Leave earned with pay for a period of up to three (3) consecutive working days:
- (a) when there is a death in the Employee's extended family;
  - (b) when an Employee is required to attend to a serious household or domestic emergency;
  - (c) when an Employee is required to render assistance in the event of serious community emergencies; or
  - (d) on the occasion of the birth or the adoption of an Employee's child.
- 18.06 In the event of the death of a friend or relative not mentioned in 18.03 an Employee may be granted (1) one day off without loss of pay to attend the funeral.
- 18.07 In Section 18.04 and 18.05 such leave will not be unreasonably withheld.
- 18.08 Up to one (1) day of Special Leave per calendar year can be taken at the discretion of the Employee.
- 18.09 Additional requests for Special Leave will be at the sole discretion of the Employer.
- 18.10 Where an Employee has insufficient credits to permit granting of Special Leave, the leave may be granted at the discretion of the Employer. The Employee's leave bank shall not be more than three (3) days in arrears.
- 18.11 Full-time and Part-time Employees working a minimum of 50% of the hours specified in Article 12.01, may take time off to a maximum of two (2) hours to attend medical appointments locally, and four (4) hours when travel outside the County of Northern Lights boundaries is required, without suffering any loss of earnings. Employees may, at the discretion of the Employer, be required to provide proof of attendance at such appointment. Such time shall only be taken where the Employer has authorized the time off in advance. Such authorization will not be unreasonably withheld but will depend upon the operational requirements of the Employer. Reasonable effort will be made by the Employee to schedule medical appointments near the beginning or the end of the Employee's shift.

ARTICLE 19

SICK LEAVE

- 19.01 Sick leave is provided by the Employer for the purpose of maintaining the regular earnings of Employees, during absences due to illness or accident for which compensation is not payable under the *Workers' Compensation Act*, or other benefits provided by the Employer, or for the purpose of attending medical appointments outside the County of Northern Lights.
- 19.02 Full-time Employees shall be provided credit for sick leave on January 1<sup>st</sup> of each year at a rate of twelve (12) days per calendar year. Sick leave credit will be prorated for Employees commencing employment mid year and Part-time Employees, based on the rate of one (1) day for each full month of employment. Sick leave cannot be carried forward from one year to the next, and in the case of resignation or termination, Employees shall not be paid out for any unused sick leave.
- 19.03 One (1) day shall be deducted from an Employee's sick leave bank for every paid day of sick leave taken. When sick leave of less than a full day is taken a half day will be deducted from the Employee's sick bank.
- 19.04 Employees may be required to substantiate, with a proper medical certificate, any claim for sick leave. Where the Employer requests substantiation, payment of sick leave benefits shall not be effected until the required substantiation has been supplied.
- 19.05 An Employee who has exhausted their sick leave credits during the course of an illness and the illness continues for which disability benefits are not provided, the Employee shall be deemed to be on Leave Without Pay for the duration of the illness or as provided below, whichever first occurs. The Employee shall keep the Employer advised as to when he/she shall be expected back to work and shall provide the Employer with twenty-eight (28) days written notice and medical substantiation of readiness to return to work.
- 19.06 At the expiration of twenty four (24) months from the last day of paid sick leave it shall be deemed that the employment relationship is terminated, if an Employee:
- (a) is not capable of resuming the duties of their former position; or
  - (b) after a reasonable effort having been made to place the Employee in an alternate available position for which he/she is capable of performing, and such alternate employment is not available.
- 19.07 The reinstatement of an Employee who has been absent due to illness shall not be construed as a violation of the posting and/or scheduling provisions of this Collective Agreement.
- 19.08 Employees suffering illness after the commencement of their annual vacation in accordance with Article 17, shall not be permitted to access sick leave for such illness without the approval of the Employer and by providing a proper medical certificate.

- 19.09 (a) At the end of the calendar year, Employees shall be offered the election to receive a portion of their unused sick benefits in payment or in time to be taken not later than their next annual vacation where they have not already accrued the maximum pursuant to Article 13.03.
- (i) Employees that have taken three (3) sick days or less in that calendar year will receive the equivalent of fifty percent (50%) of their unused sick benefits in payment or time off.
  - (ii) Employees that have taken between four (4) and six (6) sick days in the calendar year will receive the equivalent of twenty-five percent (25%) of their unused sick benefits in payment or time off.
  - (iii) Employees with more than six (6) sick days in the calendar year will not receive any benefit for their unused sick benefit.
- 19.10 Upon completion of the applicable waiting periods, short term and long term disability insurance benefits are available to eligible Employees in accordance with the provisions of Article 20.
- 19.11 An Employee is not permitted to use accrued sick leave when the Employee is injured from working for another employer or when the Employee is receiving WCB for work with another employer.
- 19.12 The Employer may require that an Employee undergo an independent medical examination. The examination shall be at the Employer's expense and on the Employer's time, except in the case of Long Term Disability plan where the LTD Plan shall govern.
- 19.13 (a) The Employer may require that an Employee be examined by a medical board ("Medical Board")
- (i) in the case of prolonged or frequent absence due to illness; or
  - (ii) where there is indication of apparent misuse of Sick leave; or
  - (iii) when the Employer considers that an Employee is unable to satisfactorily perform the Employee's duties due to disability or illness; or
  - (iv) in cases of inconsistencies between two or more medical assessments.
- (b) The report of the Medical Board shall contain conclusions and recommendations relating to any limitation or restrictions concerning the Employee's ability to perform the duties of the Employee's position and the medical information leading to those conclusions.
- (c) The Employer is responsible for the direct medical costs associated with the examination provided for in Sub-Clause 19.13(a)

- 19.14 Pursuant to Clause 19.13, an Employee shall be entitled to have the Employee's personal physician or other physician of the Employee's choice to be a member of the Medical Board or to act as the Employee's counsel before the Medical Board. Expenses incurred under this Clause shall be paid by the Employer. A copy of the report of the Medical Board shall be sent to the Employee's physician.
- 19.15 Where an Employee has been examined by a Medical Board and is also applying for LTD benefits, a copy of the medical report shall be considered as part of the Employee's application.
- 19.16 An Employee may be disqualified from receiving benefits under Sick Leave and/or Long Term Disability plan if he refuses to accept work which, in the opinion of a medical board, he is capable of performing.

## ARTICLE 20

### EMPLOYEE BENEFITS

- 20.01 The Employer will arrange for the following benefits, on the following basis subject to Article 20.02:
- (a) The Employer and Employee shall make the appropriate monthly contributions to the pension plan as designated, specified and required by the plan;
  - (b) The Employer shall pay one hundred percent (100%) of the monthly premium cost for Alberta Health Care on either a family or single basis;
  - (c) The Employer shall pay one hundred percent (100%) of the monthly premium cost of extended health care and dental benefits;
  - (d) The Employee shall pay fifty percent (50%) of the premium costs for short term and long term disability benefits;
  - (e) The Employee will pay one hundred percent (100%) of the monthly premium costs for dependent life insurance benefits;
  - (f) The Employer will pay one hundred percent (100%) of the premium benefit costs for Employee life insurance benefits.
  - (g) The Employer will pay one hundred percent (100%) of the premium cost for the Employee Assistance Program.
  - (h) The Employer will pay one hundred percent (100%) of the premium cost for a Flexible Spending Account in the amount of one thousand dollars (\$1000.00) per Employee, per year.

- 20.02 Employees must be regularly scheduled to work at least twenty (20) hours per week averaged over one (1) complete cycle of the shift schedule and have completed the probationary period, in order to be eligible for the benefits noted in Article 20.01.
- 20.03 (a) Participation in the benefit plan as described in Article 20.01 is mandatory unless the Employee provides satisfactory proof of similar or superior coverage elsewhere.
- (b) Where an Employee participates in the benefit plan in accordance with Article 20.03(a), deductions for premiums will be made directly from an Employee's earnings.
- 20.04 The benefit plan and pension plan carriers shall govern eligibility and coverage in all cases and eligibility is not determined by the Employer. Eligibility for such benefits will not be the subject of the grievance and arbitration process. It will be the responsibility of an Employee to pursue the carrier of such benefits directly where issues regarding coverage or eligibility arise.
- 20.05 The Employer reserves the right to change insurance carriers provided similar or superior coverage is maintained.
- 20.06 An Employee who is receiving short or long term 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. Premium contributions shall continue to be paid by the Employer and the Employee as per clause 20.01 for a period of two (2) years. At the completion of two (2) years if the Employee continues on long term disability benefits they may maintain their benefits but must pay both the Employers share and the Employees share of the premiums.
- 20.07 An Employee on disability leave of more than thirty (30) calendar days will cease to accrue vacation, special and sick leave entitlement beginning on the day that the Employee began receiving disability benefits.

## ARTICLE 21

### MATERNITY, ADOPTION AND PARENTAL LEAVE

- 21.01 The Employer will provide maternity, adoption and/or parental leave in accordance with the minimum standards designated by the Employment Standards Code.
- 21.02 While on leave in accordance with Article 21.01, the Employer shall continue to pay the Employer's share of benefit premium costs where the Employee continues to pay the Employee's share of such benefit premium costs.

## ARTICLE 22

### EDUCATION LEAVE

- 22.01 "Education leave" means leave to participate in an education program which has a significant duration, often of thirty (30) consecutive work days or more. This education has to be of benefit to both the Employer and the Employee.
- 22.02 Education leave must be applied for and approved by the CAO prior to submission for Council for approval. Once approved by both, a contract must be entered into by both the Employer and the Employee.
- 22.03 The CAO and Council will decide if the Employer is prepared to continue to pay the Employer's share of benefit premiums while the Employee is on an educational leave. Where it is the decision of the CAO and Council not to continue to pay the Employer's share of benefit premiums, the Employee may choose to continue the Employee's benefit coverage where they pre-pay one hundred percent (100%) of the cost of all premiums, inclusive of the Employee and Employer share.

## ARTICLE 23

### COURT LEAVE

- 23.01 When an Employee is summoned or subpoenaed as a witness or a defendant to appear in Court, to give evidence, or to produce Employer records arising out of his employment with the Employer, the Employee shall be regarded as being on duty and paid accordingly. Any monies received by the Employee from the Court shall be paid to the Employer.
- 23.02 Where a Full-time or Part-time 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 24

### LEAVE WITHOUT PAY

- 24.01 Leave without pay will be granted at the sole discretion of the Employer.
- 24.02 Employees on unpaid leaves of more than thirty (30) days will cease to accrue vacation, special or sick leave entitlement and will be responsible for paying one hundred percent (100%) of the benefit premiums, accounting for both the Employee and Employer share, should the Employee wish to continue benefit coverage.
- 24.03 Employees on an unpaid leave of more than one hundred and eighty (180) days of a year of employment will not be entitled to the performance review as outlined in Article 38.



- 24.04 Employees shall be entitled to any leaves permitted under the *Employment Standards Code* that do not conflict with leaves provided under this Collective Agreement. While on any of these protected leaves the Employee will not suffer any loss to their seniority.

#### ARTICLE 25

##### PYRAMIDING

- 25.01 Except where expressly authorized in this Collective Agreement, there shall be no pyramiding of premiums. Where two (2) or more applicable premiums are expressed as multiples of the basic rate of pay, the Employee will be paid only one (1) such premium, that being the highest of the applicable premiums.

#### ARTICLE 26

##### WORKERS' COMPENSATION

- 26.01 An Employee who is incapacitated and unable to work as a result of an accident sustained while on duty in the service of the Employer within the meaning of the *Workers' Compensation Act*, shall receive compensation benefits directly from the Workers' Compensation Board where eligible.
- 26.02 An Employee receiving compensation benefits under Article 26.01, shall be deemed to be on Workers' Compensation leave and shall:
- (a) remain in the continuous service of the Employer for the purpose of salary increments;
  - (b) cease to earn sick leave and vacation credits;
  - (c) not be entitled to statutory holiday pay for paid holidays falling within the period of the Workers' Compensation leave;
  - (d) pay their share of benefit premiums and pension contributions to the Employer on a monthly basis in order to continue such coverage. In the event they fail to do so, such coverage shall cease.
- 26.03 The reinstatement of an Employee who has been absent from work in accordance with this Article, shall not be construed as a violation of the posting and/or scheduled provisions of this Collective Agreement.
- 26.04 If an Employee, at the expiration of twenty-four (24) months from the first day of absence as a result of disability:
- (a) is not capable of resuming their duties of their former position; or

- (b) after a reasonable effort having been made to place the Employee in an alternate available position for which he/she is capable of performing and such alternate employment is not available,

the employment relationship shall be terminated.

26.05 Any and all obligations of the Employer shall be negated should the Employee fail to keep the Employer informed of the prognosis of their condition in a prompt and timely manner when requested. Employees may be required to provide medical substantiation of their readiness to return to work before being re-integrated into the work force.

## ARTICLE 27

### LAYOFF AND RECALL

27.01 It is the exclusive right of the Employer to establish and vary from time to time, the job classifications and number of Employees if any, to be employed in any classification.

27.02 (a) When, in the opinion of the Employer, it becomes necessary to reduce the work force or reduce the regularly scheduled hours of work of a Full-time or Part-time Employee, or wholly or partly discontinue an undertaking, activity or service, or revise the manner in which such undertaking, activity or service is delivered, the Employer will notify the affected Employee(s) at least fifteen (15) calendar days prior to the date of layoff. Any such reduction shall be done by reverse order of seniority, providing the Employee retained has the skills, abilities and qualifications to perform the work required. By mutual agreement between the Employer and the Employee, the Employer may provide the Employee with pay in lieu of working notice for all scheduled hours of work that would have otherwise fallen during the fifteen (15) calendar day notice period.

(b) Where layoff results from an act of God, fire or flood and it is not possible for the Employer to provide fifteen (15) calendar days notice, the affected Employee(s) will be provided with two (2) weeks pay in lieu of notice based on their regular scheduled hours of work during that period.

27.03 (a) Employment of an Employee shall be deemed terminated and shall receive two (2) weeks pay per year of continuous service with the Employer at the applicable basic rate of pay to a maximum of forty-three (43) weeks where an Employee is:

(i) recalled to work in accordance with Article 27.04, and fails to return within seven (7) days of such recall; or

(ii) upon the expiry of six (6) months from the date of layoff,

whichever occurs first.

(b) Notwithstanding Article 27.03(a), Employees who receive notice of layoff may, at their option, choose to terminate their employment immediately with no right to recall and receive the payment described in Article 27.03 immediately.

27.04 Notice of recall will be deemed to be effective on the date when such notice is delivered personally to an Employee on layoff or three (3) days after such notice is mailed to the Employee's last known address as provided to the Employer.

27.05 (a) The Employer will not hire any new Employees while there are Employees on layoff with the skills, requirements, experience and ability to perform the duties of any vacant or new position.

(b) Where there is more than one (1) Employee on recall with the skills, requirements, experience and ability to perform the duties of a vacant or new position, the Employer will recall the best qualified Employee.

(c) Notwithstanding Article 27.05(a) and (b), the Employer will be permitted to hire new Employees where there are no Employees on layoff with the skills, requirements, experience and ability to perform the work of the vacant or new position or after providing notice of recall to a laid off Employee in accordance with Article 27.04, and the Employee fails to return to work in accordance with Article 27.03.

## ARTICLE 28

### ACTING INCUMBENCY

28.01 Where an Employee is authorized by management of the Employer to delegate his or her responsibilities to another Employee, that Employee who is delegated the responsibilities of an Employee in a higher paid classification within this Collective Agreement, for a period of one (1) day or more, shall be paid at the level of the higher classification in which the Employee is relieving, provided that the Employee is qualified to perform the responsibilities of the higher paid 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.

28.02 At the conclusion of the acting incumbency in accordance with Article 28.01, the Employee will return to their regular position and be paid at the applicable rate of pay in accordance with the Salary Appendix for that position.

ARTICLE 29

TRIAL TERM

- 29.01 Where the Employee is awarded a position in a higher classification, they shall serve a three (3) month trial term in that promoted position. During that time, the Employer may return the Employee to their previous position at the same rate of pay they were earning prior to the promotion.
- 29.02 During the trial period as per Article 29.01, an Employee may choose to return to their previous position at the same rate of pay they were earning prior to the promotion.
- 29.03 Following the trial period the Employee may request to return to their previous position and if operational requirements permit, the Employer shall allow the Employee to their previous or comparable position at the same rate of pay applicable to the previous position or comparable position at the time they return.

ARTICLE 30

DISCIPLINE, DISMISSAL AND RESIGNATION

- 30.01 Unsatisfactory conduct and/or performance by an Employee may be grounds for discipline, up to and including, immediate dismissal for just cause. No Employee shall be disciplined or dismissed without just cause.
- 30.02 Unsatisfactory conduct and/or performance by an Employee, which is not considered by the Employer to be serious enough to warrant suspension or dismissal, may result in a written warning to the Employee. A copy of written warning shall be placed on the Employee's personnel file. Copies of all such warnings shall be forwarded to the Union Representative within five (5) days of issuance.
- 30.03 The Employee shall sign any written warnings of discipline for the sole purpose of indicating that they are aware of the disciplinary warning and understand that it will be placed on their personnel file.
- 30.04 An Employee who has been subject to disciplinary action may, after twenty-four (24) months of continuous non-disciplinary service, from the date of the disciplinary action was taken, request his personnel file be purged of any record of the Disciplinary action.
- 30.05 Nothing in this Article prevents immediate suspension of an Employee with pay pending an investigation, or dismissal for just cause.
- 30.06 An Employee who wants to resign shall give the Employer the following notice of resignation: less than ninety (90) days of employment, no notice is required; ninety (90) days to two (2) years of employment, one (1) week notice is required; and two (2) years or more years of employment, two (2) weeks notice is required.

- 30.07 An Employee who is receiving a written notice of discipline may request a Union Steward to be present at the meeting with the Employer.
- 30.08 Upon a request for the same being made by the Employee, the Employer will make reasonable arrangements to have an Employee's personnel file made available for the Employee to examine under supervision of the Employer.
- 30.09 Except in extenuating circumstances, as determined solely by the Employer, an Employee who is to be interviewed with regard to an incident that may lead to disciplinary action shall be given twenty-four (24) hours notice of the time and location of such interview. In the cases where twenty-four hours notice is not possible the Employer recognizes that as per Article 7 "Employer/Union Relations" that an Employee is entitled to Union representation and shall give the Employee the opportunity to contact a Union Representative or a Union Steward to be in attendance should the member request it.

## ARTICLE 31

### HEALTH AND SAFETY

- 31.01 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.
- 31.02 An Employee shall immediately notify his supervisor when she/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/her work site shall immediately notify his/her supervisor.
- 31.03 Where the Employer requires an Employee to undergo compulsory medical examination(s), the cost of such examinations(s) shall be paid for by the Employer.
- 31.04 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. All protective clothing and safety equipment provided by the Employer are to be used by the Employees as required by the Employer.
- 31.05 All uniforms, clothing and equipment supplied by the Employer shall remain the property of the Employer.
- 31.06 Where the Occupational Health and Safety Standards require safety footwear to be worn by an Employee, the Employer shall pay:
- (a) Full-time Employees the cost of such footwear up to a maximum of two hundred dollars (\$200.00) per annum, on proof of purchase; and
  - (b) All other Employees the cost of such footwear up to a maximum of one hundred dollars (\$100.00) per annum, payable after the completion of two (2) months of continuous employment and upon proof of purchase.

31.07 The Employer shall have a worksite Health and Safety Committee made up of at least four (4) members of which at least half represent the Employees. The Union Members shall be elected by the Union, but shall in all instances include the Safety Officer. The Health and Safety Committee shall be co-chaired between the Employer and the Union, one chosen by the Employer Members and one chosen by the Union Members and at no time shall there be more representatives of the Employer than the Union. The Committee shall meet at a regular scheduled time or at a time determined by the Committee. If the meeting takes place during working hours, the Union Members shall be allowed to attend with no loss of pay.

## ARTICLE 32

### EXPENSES, REIMBURSEMENT AND TRAINING

32.01 When an Employee travels on approved County business and overnight accommodations are required, the following items shall apply:

- (a) The Employee may apply for an accountable advance to cover the anticipated costs which will be incurred;
- (b) Accommodation expenses may be paid for by purchase order or cash advance issued by the County;
- (c) Rate of remuneration for meals and use of personal vehicles will be paid at a rate as provided for in the Travel Policy. County vehicles will normally be used for travel to attend courses or County business where practical;
- (d) An Employee who has been involved in an accident involving his private vehicle while on County business shall be granted time off with pay at the discretion of the supervisor for the arrangement of a claim settlement.

32.02 Each Full-time Employee will be entitled to attend one Employer paid job related in-service or conference per year as approved by the Employer. Any additional paid training will be provided to Employees at the sole discretion of the Employer. Employees and Employer, working together, shall arrange any travel to in-services or conferences to minimize any hours over those set out in Article 12.01.

## ARTICLE 33

### GRIEVANCE AND ARBITRATION

33.01 A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this Collective Agreement.

33.02 For the purpose of this Article, periods of time referred to in days shall be deemed such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and paid holidays.

- (a) Should an Employee or the Union fail to comply with any time limits in this grievance procedure, the grievance will be considered to be abandoned, unless the Parties have mutually agreed in writing to extend the time limits;
- (b) 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;
- (c) During any and all grievance proceedings, the Employee shall continue to perform their duties except in cases of suspension or dismissal;
- (d) A suspension or dismissal grievance shall commence at Step 2.

33.03

Step 1

An Employee who has a grievance shall, within five (5) days of the date he/she becomes aware of, or reasonably should have become aware of, the occurrence which lead to the grievance, first discuss the matter with his/her immediate supervisor and attempt to resolve the grievance at this stage. In the event that it is not resolved satisfactorily to the Employee, it may be advanced in accordance with the following steps.

Step 2

Within ten (10) days of discussing the grievance with his/her immediate supervisor in Step 1, the grievance shall be submitted, in writing, stating the Article claimed having been violated, the nature of the grievance and the redress sought, to the CAO or designated representative, who shall reply in writing within ten (10) days of receiving the grievance. If the grievance is not settled at this stage, it may be advanced arbitration in accordance with Article 33.05 or voluntary non-binding mediation in accordance with Article 33.06.

33.04

- (a) A policy grievance may be initiated by the Employer or the Union where the dispute involves a question of general application or interpretation of the Collective Agreement. A policy grievance shall not include a matter that could have been the subject of a grievance by an Employee or a group of Employees.
- (b) 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 the CAO and shall contain:
  - (i) a summary of the circumstances giving rise to the grievance;
  - (ii) the provision(s) of the Collective Agreement considered violated; and
  - (iii) the particulars of the remedy sought.

- (c) Failing satisfactory settlement being reached within ten (10) working days of receiving the grievance in writing, the grievance may be referred in writing to arbitration by either Party.
- 33.05 (a) Either Party wishing to submit a grievance to arbitration shall, within fifteen (15) days of the receipt of the decision at Step 2 of the grievance procedure, notify the other Party in writing of its intention to do so and name its appointee to the Arbitration Board, or state its desire to meet and consider the appointment of a single arbitrator.
- (b) Within seven (7) days after receipt of notification provided for in Article 33.05(a) above the Party receiving such notice shall:
- (i) inform the other Party of the name of its appointee to the Arbitration Board; or
  - (ii) arrange to meet with the other Party in an effort to select a single arbitrator where an agreement cannot be reached on the selection of the single arbitrator an Arbitration Board shall be established.
- (c) Where appointees to the Board have been named by the Parties, they shall within seven (7) days endeavor to select a mutually acceptable Chairman to the Arbitration Board. If they are unable to agree upon the choice of a Chairman, application shall be made to the Director of Alberta Mediation Services to appoint an arbitrator pursuant to the provisions of the Act.
- (d) After a single arbitrator has been selected, or the Arbitration Board has been formed in accordance with the above procedure, it shall meet with the Parties within twenty one (21) days and hear such evidence as the Parties may desire to present; assure a full fair hearing, and shall render the decision, in writing to the Parties within fourteen (14) days after the completion of the hearing.
- (e) In the case of an Arbitration Board, the Chairman shall have the authority to render the decision with the concurrence of either of the members, and a decision thus rendered or the decision of the single arbitrator shall be final and binding on the Parties.
- (f) The arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend or change the terms of this Collective Agreement.
- (g) Each of the Parties to this Collective Agreement shall bear the expense of its appointee to an arbitration board. The fees and expenses of the Chairman or single arbitrator shall be born equally by the two (2) Parties to the dispute.
- (h) Any of the time limits herein contained in the arbitration proceedings may be extended if mutually agreed to in writing by the Parties.



33.06

The following applies to non-binding mediation:

- (a) Failing satisfactory resolution at Step 2 of the grievance procedure outlined in Article 33, the Parties may agree that a mediator be appointed to meet with the Parties, investigate and define the issues in dispute and facilitate a resolution.
- (b) The Mediator shall be appointed by mutual agreement between the Parties; failing agreement, the Director of Mediation Services will appoint a mediator.
- (c) The purpose of the Mediator's involvement in the grievance process is to assist the Parties in reaching a resolution of the dispute and anything said, proposed, generated or prepared for the purpose of trying to achieve a settlement is to be considered privileged and will not be used for any other purpose.
- (d) The Employer and the Union shall bear equally the total costs of the Mediator.
- (e) The grievance may be resolved by mutual agreement between the Parties.
- (f) The time limits in the grievance procedure and arbitration procedure are suspended with a grievance is referred to mediation.

#### ARTICLE 34

##### FOREST FIRE OPERATIONS, FLOOD CONTROL AND POLLUTION CONTROL

34.01

An Employee conscripted temporarily in forest fire operations, flood control, pollution control or any other disaster shall not suffer a loss of salary or wages while so employed.

#### ARTICLE 35

##### PARKING

35.01

Employees working at the County building(s) shall be provided with a parking spot and winter time plug-ins at no charge.

## ARTICLE 36

### JOB CLASSIFICATION

- 36.01 Where the Employer creates a new classification, which is not included in the Collective Agreement, the Employer will serve the Union with notice of the new classification including the job description and the proposed salary range. Where the Union disagrees with the proposed salary range, the Union and the Employer will attempt to negotiate a salary range acceptable to both Parties. Where the Parties are unable to reach an agreement, the matter will proceed directly to arbitration.
- 36.02 Where the Employer creates a new classification as described in 36.01 the parties shall enter into a Letter of Understanding signed by the President of AUPE and the Employer confirming such agreement. Once a new Collective Agreement has been reached that contains the new Classification and Salary the Letter of Understanding shall be removed.
- 36.03 Where an Employee believes they are classified incorrectly, the following shall apply:
- (a) The Employee shall make a request, in writing, to the Employer to be reclassified. Such request will include the reason for the request for the reclassification, the Employee's current classification and the classification for which the Employee wishes to apply;
  - (b) The Employer will respond to such request in writing with a copy to the Union; and
  - (c) In the event that the Employee's request is refused, the Employee may file a grievance in accordance with the grievance and arbitration procedure.

## ARTICLE 37

### PROVISION OF SERVICES FOR LABOUR

- 37.01 Where it becomes necessary for the Employer to utilize labour provided by the classification in the Collective Agreement for services provided by the Employer, the Employer shall attempt to obtain such labour from:
- (a) A Full-time Employee, Part-time Employee or Temporary Employee covered by the Collective Agreement;
  - (b) A Casual Employee covered by the Collective Agreement, or a person previously employed as an Employee, who is qualified in accordance with the Employer's policies and procedures;
  - (c) A contractor qualified in accordance with the Employer's policies and procedures.

37.02 The Employer will utilize labour in 37.01(c) only in the event that labour is unavailable from 37.01(a) or 37.01(b).

### ARTICLE 38

#### EMPLOYMENT PERFORMANCE REVIEW

38.01 Subject to Article 24.03 the Employer shall provide a performance appraisal to all Full-time and Part-time Employees no later than thirty (30) days prior to the Employee's anniversary date.

38.02 An Employee who feels they have unfairly received an unsatisfactory performance review will have the right to utilize the Grievance Procedure under Article 33, up to and including arbitration.

### ARTICLE 39

#### NO DISCRIMINATION/NO HARASSMENT

39.01 For the purposes of this Agreement, harassment is defined as any improper conduct by an individual that is directed at and offensive to another person or persons in the workplace, and that the individual knew or ought reasonably to have known would cause offence or harm. It comprises any objectionable act, comment or display:

- (a) when such conduct might reasonably be expected to cause offense or humiliation to another person or group;
- (b) when submission to such conduct is made, either implicitly or explicitly, a condition of employment or is used as a basis for any employment decision; or
- (c) when such conduct has the purpose or effect of creating an intimidating, hostile or offensive work environment.

Harassment includes, but is not limited to sexual harassment and workplace violence. Reasonable action taken by the employer or supervisor relating to the management and direction of workers or a work site is not harassment.

39.02 An Employee who has a complaint of discrimination or harassment has a responsibility to document the incident and advise the offender that his or her actions are unwanted and improper. If the Employee is uncomfortable or feels intimidated about confronting the offender, the Employee shall contact her immediate supervisor, the Department Head, Human Resources or Union Representative for assistance.

- 39.03 The Employer will not disclose the circumstances related to an incident of harassment or the names of the parties involved (including the complainant, the person alleged to have committed the harassment, and any witnesses) except where necessary to investigate the incident, to take corrective action, to inform the parties involved in the incident of the results of the investigation and corrective action taken, or as required by law.
- 39.04 If an Employee submits a complaint of discrimination or harassment the Employer shall conduct an investigation in accordance with the Employer's policy and Employees are required to cooperate with the investigation. All complaints will be dealt with promptly and in a confidential manner. Investigations will be concluded within ninety (90) days from the date of the complaint unless documented circumstances warrant an extension and agreement from the Union is received.
- 39.05 If the investigation determines that discrimination or harassment has occurred, the Employer may impose disciplinary action, up to and including discharge.
- 39.06 The Employer will not tolerate any form of retaliation against an employee who, in good faith, makes a complaint of discrimination or harassment. If an Employee acts in bad faith in making a complaint of discrimination or harassment, disciplinary action, up to and including discharge, may be imposed by the Employer against such Employee.
- 39.07 Nothing in this Article prevents Employees who believe they are being harassed or discriminated against from filing a complaint under the *Alberta Human Rights Act* or a grievance as per Article 12.

SCHEDULE A  
Salary Appendix

2019 Grid										
	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8	Level 9	Level 10
Admin. Support 1	17.57	18.10	18.65	19.20	19.78	20.38	20.99	21.62	22.27	22.94
Admin. Support 2	24.15	24.88	25.64	26.40	27.18	27.99	28.83	29.71	30.60	31.52
Admin. Support 3	31.63	32.59	33.57	34.56	35.60	36.67	37.78	38.90	40.08	41.27
Casual Labourer	20.69	21.30	21.94	22.60	23.27	23.97	24.69	25.43	26.19	26.98
Maint. Worker 1	24.88	25.63	26.40	27.18	27.99	28.82	29.71	30.59	31.51	32.45
Maint. Worker 2	26.01	26.78	27.59	28.41	29.27	30.13	31.04	31.98	32.92	33.91
Facility Operator	32.82	33.81	34.82	35.86	36.93	38.03	39.19	40.36	41.57	42.82
Equip. Operator 1	29.60	30.49	31.40	32.34	33.32	34.32	35.34	36.40	37.50	38.62
Equip. Operator 2	30.95	31.89	32.84	33.83	34.84	35.88	36.95	38.05	39.21	40.39
Lead Hand	37.18	38.29	39.44	40.62	41.85	43.11	44.40	45.72	47.10	48.51
Agricultural Fieldman	37.18	38.29	39.44	40.62	41.85	43.11	44.40	45.72	47.10	48.51
Water Treatment Plant Op.	33.55	34.54	35.58	36.65	37.74	38.88	40.04	41.24	42.48	43.76
Summer		17.05		18.09		19.19		20.36		21.63
2020 Grid – 1.0% Increase										
	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8	Level 9	Level 10
Admin. Support 1	\$17.75	\$18.28	\$18.84	\$19.39	\$19.98	\$20.58	\$21.20	\$21.84	\$22.49	\$23.17
Admin. Support 2	\$24.39	\$25.13	\$25.90	\$26.66	\$27.45	\$28.27	\$29.12	\$30.01	\$30.91	\$31.84
Admin. Support 3	\$31.95	\$32.92	\$33.91	\$34.91	\$35.96	\$37.04	\$38.16	\$39.29	\$40.48	\$41.68
Casual Labourer	\$20.90	\$21.51	\$22.16	\$22.83	\$23.50	\$24.21	\$24.94	\$25.68	\$26.45	\$27.25
Maint. Worker 1	\$25.13	\$25.89	\$26.66	\$27.45	\$28.27	\$29.11	\$30.01	\$30.90	\$31.83	\$32.77
Maint. Worker 2	\$26.27	\$27.05	\$27.87	\$28.69	\$29.56	\$30.43	\$31.35	\$32.30	\$33.25	\$34.25
Facility Operator	\$33.15	\$34.15	\$35.17	\$36.22	\$37.30	\$38.41	\$39.58	\$40.76	\$41.99	\$43.25
Equip. Operator 1	\$29.90	\$30.79	\$31.71	\$32.66	\$33.65	\$34.66	\$35.69	\$36.76	\$37.88	\$39.01
Equip. Operator 2	\$31.26	\$32.21	\$33.17	\$34.17	\$35.19	\$36.24	\$37.32	\$38.43	\$39.60	\$40.79
Lead Hand	\$37.55	\$38.67	\$39.83	\$41.03	\$42.27	\$43.54	\$44.84	\$46.18	\$47.57	\$49.00
Agricultural Fieldman	\$37.55	\$38.67	\$39.83	\$41.03	\$42.27	\$43.54	\$44.84	\$46.18	\$47.57	\$49.00
Water Treatment Plant Op.	\$33.89	\$34.89	\$35.94	\$37.02	\$38.12	\$39.27	\$40.44	\$41.65	\$42.90	\$44.20
Summer		\$17.22		\$18.27		\$19.38		\$20.56		\$21.85
2021 Grid - 1.0% Increase										

	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8	Level 9	Level 10
Admin. Support 1	\$17.92	\$18.46	\$19.02	\$19.59	\$20.18	\$20.79	\$21.41	\$22.05	\$22.72	\$23.40
Admin. Support 2	\$24.64	\$25.38	\$26.16	\$26.93	\$27.73	\$28.55	\$29.41	\$30.31	\$31.22	\$32.15
Admin. Support 3	\$32.27	\$33.25	\$34.24	\$35.25	\$36.32	\$37.41	\$38.54	\$39.68	\$40.89	\$42.10
Casual Labourer	\$21.11	\$21.73	\$22.38	\$23.05	\$23.74	\$24.45	\$25.19	\$25.94	\$26.72	\$27.52
Maint. Worker 1	\$25.38	\$26.15	\$26.93	\$27.73	\$28.55	\$29.40	\$30.31	\$31.20	\$32.14	\$33.10
Maint. Worker 2	\$26.53	\$27.32	\$28.14	\$28.98	\$29.86	\$30.74	\$31.66	\$32.62	\$33.58	\$34.59
Facility Operator	\$33.48	\$34.49	\$35.52	\$36.58	\$37.67	\$38.79	\$39.98	\$41.17	\$42.41	\$43.68
Equip. Operator 1	\$30.19	\$31.10	\$32.03	\$32.99	\$33.99	\$35.01	\$36.05	\$37.13	\$38.25	\$39.40
Equip. Operator 2	\$31.57	\$32.53	\$33.50	\$34.51	\$35.54	\$36.60	\$37.69	\$38.81	\$40.00	\$41.20
Lead Hand	\$37.93	\$39.06	\$40.23	\$41.44	\$42.69	\$43.98	\$45.29	\$46.64	\$48.05	\$49.49
Agricultural Fieldman	\$37.93	\$39.06	\$40.23	\$41.44	\$42.69	\$43.98	\$45.29	\$46.64	\$48.05	\$49.49
Water Treatment Plant Op.	\$34.22	\$35.23	\$36.30	\$37.39	\$38.50	\$39.66	\$40.84	\$42.07	\$43.33	\$44.64
Summer		\$17.39		\$18.45		\$19.58		\$20.77		\$22.06

### Salary Grid

- a. 2019: \$650.00 payable at ratification
- b. 2020: 1.0% increase to Salary Grid effective January 1, 2020.
- c. 2021: 1.0% increase to Salary Grid effective January 1, 2021.

## SCHEDULE "B"

1. Employees will progress through the steps in the grid upon the anniversary date of continuous employment and upon receiving a satisfactory performance review pursuant to Article 38. An Employee in an existing position shall only be advanced to a higher classification upon obtaining all of (i) competition of the qualifications of the higher classification, (ii) management approval, and (iii) if there is an operational requirement for an individual at this higher classification.
2. Where an Employee's assigned position includes more than one classification, the Employee will be paid for all hours worked at each classification and at the same level in each classification.
3. Each Full-time Employee will receive a lump sum payment on the gross amount of one thousand dollars (\$1,000.00) on their 10<sup>th</sup>, 15<sup>th</sup>, 20<sup>th</sup> and 25<sup>th</sup> anniversary of continuous employment in addition to any other negotiated increases to the Salary Appendix.
4. The Employer has the discretion to place a new Employee on the grid higher than a Level 1, depending on the relevant experience and qualifications of the new Employee.

LETTER OF UNDERSTANDING

BETWEEN THE

COUNTY OF NORTHERN LIGHTS

and the

ALBERTA UNION OF PROVINCIAL EMPLOYEES

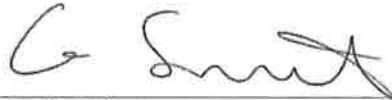
Local 118/010

Re: Exclusion of RCMP Municipal Employee from Collective Agreement

The Parties agree to the following:

1. The RCMP Municipal Employee located at the Manning Detachment ("RCMP Position") does not fit under the terms of the Collective Agreement as the position does not have a continuing employment relationship with the County, and is not a contracted position with the County. The RCMP Position is not directed or controlled by the County.
2. The Union and the Employer agree that the RCMP Position shall be excluded from the Collective Agreement.
3. This Letter of Understanding shall have no application to any other Employee of the County.

  
\_\_\_\_\_  
On behalf of the Employer

  
\_\_\_\_\_  
On behalf of the Union

April 14, 2020  
\_\_\_\_\_  
Date

April 9, 2020  
\_\_\_\_\_  
Date



LETTER OF UNDERSTANDING  
BETWEEN THE  
COUNTY OF NORTHERN LIGHTS

and the

ALBERTA UNION OF PROVINCIAL EMPLOYEES

Local 118/010

Re: Recognition of Alberta Government Service


The Parties agree to the following:

1. For the purpose of Articles 17.02 and 26.03, the Employer agrees to recognize years of continuous service with the Alberta Government of the following Employees, while delivering service to the former Improvement District No. 22, as at April 1, 1995 as years of continuous service with the Employer:

Gloria Dechant

2. Pension benefits shall be governed by the provision of the pension plan and no superior or additional rights or entitlements will result due to the operation of this Letter of Understanding.
3. This Letter of Understanding shall have no application to any other Employees including those hired by the Employer after April 1, 1995.

  
\_\_\_\_\_  
On behalf of the Employer

  
\_\_\_\_\_  
On behalf of the Union

April 14, 2020  
\_\_\_\_\_  
Date

April 9, 2020  
\_\_\_\_\_  
Date

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

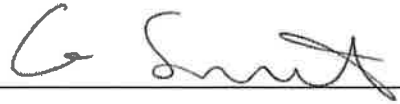
Signed this 9 day of April, 2020.

SIGNED ON BEHALF OF THE EMPLOYER



A handwritten signature in cursive script, appearing to be "A. Smith", written over a horizontal line.

SIGNED ON BEHALF OF THE UNION



A handwritten signature in cursive script, appearing to be "G. Smith", written over a horizontal line.