



**COLLECTIVE AGREEMENT**

**BETWEEN**

**SADDLE HILLS COUNTY**

**AND THE**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**LOCAL 118 CHAPTER 006**

**JANUARY 01, 2019 - DECEMBER 31, 2022**

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**PREAMBLE**

THIS AGREEMENT MADE THE 13th DAY February, 2020

BETWEEN:

**SADDLE HILLS COUNTY**  
(hereinafter referred to as the "Employer")

OF THE FIRST PART

-AND-

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

OF THE SECOND PART

**Article 1**  
**Purpose**

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

**Article 2**  
**Definitions**

- 2.01 In this Agreement, unless the context otherwise requires:
- (a) The provisions of this Agreement are intended to be gender neutral. A word used in the singular applies in the plural, unless the context or intent of a clause requires otherwise. In changing terminology to gender neutral, the intent and interpretation of a particular clause is not to be affected.
  - (b) "Union" means the Alberta Union of Provincial Employees;
  - (c) "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) "Permanent Employees" means employees employed in either Full or Part-time positions (referred to as "Full-time Employees" and "Part-time Employees" respectively). Full-time Employees work the regularly scheduled weekly hours in this Agreement. Part-Time Employees work regularly scheduled hours which are less than those of Full-Time Employees. Full-Time and Part-Time Employees are not Temporary or Casual Employees;
    - (ii) "Temporary Employee" means an Employee who is in a temporary position and performs duties as follows:
      - (A) Working in a Full-Time or Part-Time position for a specified period of time up to twelve (12) months;

- (B) When Permanent Employees are absent or to replace a Full-Time or Part-Time Employee who is off work due to illness, disability, injury, WCB, maternity leave, parental leave, adoption leave or other leaves of absence approved by the Employer; and
  - (C) For seasonal employment, project work or overload duties.
  - (D) Temporary Employees who are not seasonal employees that are offered employment with the Employer for at least nine (9) consecutive months, are eligible for benefits in Article 20.01 (b) to (e) and accrue sick leave at one half (1/2) day per month to a maximum of six (6) days of sick leave per year to be used according to Article 19.
  - (E) Temporary Employees who return to work with the Employer within one (1) year after their employment with the Employer ended are to have their prior service with the Employer recognized for the purposes of seniority, and if such Temporary Employee returns to the same or similar position occupied before employment ended, prior service is recognized for completing the probationary period.
- (iii) "Casual Employee" means an Employee who is hired on an as needed basis.
- (d) "Employer" means the Saddle Hills County;
  - (e) "Immediate family" are the following relations of the Employee or the Employee's spouse and includes same sex and common law relationships: spouse, father or stepfather, mother or stepmother, foster parent, foster child, guardian, grandmother, grandfather, grandchildren, brother, sister, child/stepchild, ward of the Employee, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or the spouse of any of them.
  - (f) "Probationary Employee" means a person, who during the Employee's initial period of employment is serving a probationary period;
  - (g) "Primary Work" means an Employee's primary work is with the County.
  - (h) "Seniority" is the length of uninterrupted continuous service with the Employer from the Employee's last date of hire.
  - (i) "Union Representative" means a representative of the Alberta Union of Provincial Employees authorized by the Union to act on behalf of the Union or Employees, and includes a Union Steward, elected or appointed Union Officer or staff representative.

**Article 3**  
**Scope and Recognition**

- 3.01 The Employer recognizes the Union as the bargaining agent for all Employees included within the Certification Order granted by the Labour Relations Board.
- 3.02 The Parties agree that there shall be no discrimination or coercion exercised or practiced with respect to any Employee for reason of membership or legitimate activity in the Union.
- 3.03 There shall be no discrimination by the Parties as per the provisions of the *Alberta Human Rights Act*.
- 3.04 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.
- 3.05 Employees 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 the Employer's equipment or facilities.

**Article 4**  
**Management Rights**

- 4.01 The Employer retains all rights not otherwise specifically abridged, modified or expressly limited or restricted by this Agreement. Without limiting the generality of the foregoing, the Union acknowledges that it will be the exclusive right of the Employer to operate and manage its business in all respects as long as that right is not specifically abridged, modified or restricted in this Agreement.
- Subject to the express terms of this Agreement, the Union acknowledges the management rights of the Employer, which include, but are not limited to:
- (a) Maintaining order, discipline and efficiency, and the right to discipline, suspend and discharge Employees for just cause;
  - (b) Making or altering rules, regulations, policies and procedures to be observed by Employees;
  - (c) Determining the nature, location and type of operations and services and their continuance or discontinuance, setting operational standards, procedures and methods, techniques, technology, machinery and equipment used;
  - (d) Taking measures for the orderly, efficient, and economic operation of the Employer's business;
  - (e) Determining the workforce requirements, directing the workforce, hiring, selecting, promoting, transferring, assigning shifts and scheduling, and layoff and recall of Employees.

- 4.02 Failure of the Employer to exercise any of its management rights is not considered to be a waiver of those rights or prevent the Employer from exercising those rights.
- 4.03 The reasonable conduct of the Employer, supervisor or manager with respect to the management of Employees is not discrimination, harassment, sexual harassment or workplace violence. When the conduct of managers and supervisors is alleged to be discrimination, harassment, sexual harassment or workplace violence as defined in Article 36 Discrimination, Harassment, Sexual Harassment and Workplace Violence, Employees will have recourse to the complaint procedure described in that Article.
- 4.04 The question of whether one of these management rights is limited by the other provisions of this Agreement may be decided through the grievance procedure.

#### **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 All Employees covered by this Agreement shall become members of the Union as a condition of employment.
- 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 dues deductions remitted shall be accompanied by particulars identifying each Employee (which may be provided electronically) showing their name, address, phone number, start date, classification, rate of pay, whether Full-Time, Part-Time or Temporary, newly hired Employees since the last dues remittances was provided, the date employment ended (if applicable) and the dues deducted for the remittance period. Employees are responsible for keeping their addresses and phone numbers up to date.

- 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.
- 6.06 An Employee shall not be required or allowed to make any oral or written agreement with the Employer or its Representatives which may conflict with the terms of this Agreement.

**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. Union activities on the Employer's premises are not to interfere with the operation of the Employer's business. When investigating a grievance for the purpose of meeting with the Grievor or the Grievor's immediate supervisor, an appointment with the grieving Employee or the Grievor's immediate supervisor will be obtained through the Chief Administrative Officer. The foregoing approval will 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 Without loss of pay, a Union Representative has the right to meet with a new Employee for up to fifteen (15) minutes and provide a Union orientation package to the new Employee, including a copy of the collective agreement. The Employer is to advise the Union Representative when the orientation occurs.
- 7.06 The Employer and the Union shall equally cost share the printing of this Agreement.

**Article 8**  
**Employee-Management Advisory Committee**

- 8.01 The Employer and the Union are committed to joint consultation and problem-solving on matters of mutual interest. An Employee-Management Advisory Committee shall be formed for this purpose and shall function for the term of this Agreement. The Employer and the Union each shall appoint up to three (3) representatives to the Committee.

- 8.02 The Committee shall meet as required at the request of either Party and paid time off shall be provided by the Employer.
- 8.03 The purpose of the Employment-Management Advisory Committee is to foster communications between the Employer and its Employees, to discuss issues which may arise and make recommendations for the Employer to consider. There is to be a consensus of the Committee for recommendations to the Employer. The Committee does not have the authority to make decisions which are binding on the Employer or the Union and cannot interpret or change the terms of the Collective Agreement or resolve grievances.

**Article 9**  
**Time Off for Union Business**

- 9.01 Subject to Clause 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.
  - (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.
- 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 Clause 9.01; however, consideration shall still be given in cases where the five (5) days' notice is not provided.
- 9.03 To facilitate the administration of Clause 9.01 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.
- 9.04 **Employees Elected & Appointed To Union Positions:**
- (a) In the event a Permanent Employee is elected to a full-time Union position, upon at least one (1) month of written notice to the Employer, the Permanent Employee is granted a leave of absence without pay and without loss of seniority. Group benefits may be continued during the leave of absence provided the Permanent Employee pays all of the premiums for them. The group benefits are cancelled when the Permanent Employee fails to pay the premiums. Eligibility for such benefits thereafter is according to the rules of the benefits provider. If the Local Authorities Pension Plan ("LAPP") is continued while the Permanent Employee is on the leave of absence or there is a buyback of LAPP service related to the leave of absence, the Union is to reimburse the Employer for the LAPP costs.

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

**Article 10**  
**Acting Incumbency**

- 10.01 Where an Employee is designated, by the Employer to perform the prime functions of a different position in a different classification with a higher rate of pay ("higher level classification") for at least 1 (one) working day and such designation is approved in writing by the Chief Administrative Officer or other authorized designate of the Employer, the Employee shall receive acting incumbency pay. The Employee may be required to perform some duties of the Employee's regular position/classification position when appointed acting in a higher level classification. Training in a higher level classification is not acting incumbency. Acting incumbency pay is not payable when training occurs in a higher level classification and the Employee is paid the rate of pay for the Employee's regular position/classification. When an Employee is required to temporarily perform the duties of a lower paid classification, they shall suffer no reduction in pay and their pay shall remain unchanged.
- 10.02 When the Employee is appointed acting in a higher level classification, the Employee is paid an additional minimum of six percent (6%) of the Employee's regular salary, or at the discretion of the Employer, may be paid the minimum wage rate for the acting higher level classification according to the wage grid if it is greater than an additional six percent (6%) of the wage for the Employee's regular position. The wage rate paid to the Employee on return to the Employee's regular position is to be as if the Employee continued to occupy their regular position.

**Article 11**  
**Job Posting**

- 11.01 The Employer is not required to fill a vacancy. The Employer is only required to post for Permanent Employee and Temporary Employee vacancies. When a Permanent Employee or Temporary Employee vacancy occurs, such vacancy shall be posted for five (5) workdays on Employer bulletin boards and may be concurrently publicly advertised.

- (a) The job posting is to have the position, qualifications, education/technical requirements, wage rate and hours of work. If it is a Temporary position, the anticipated duration.
  - (b) Existing Permanent and Temporary Employees who meet the requirements in the posting, and who apply for the vacancy, are to be given interviews before those who are not employed with the Employer and are to be chosen if they have the qualifications, abilities and skills for the position.
- 11.02 By mail, email or other electronic means, job postings are to be sent to Employees who do not attend the Employer's facilities where job postings are put on bulletin boards.
- 11.03 Where internal applicants are not accepted for the job posting, the Employer may fill the position with external applicants.
- 11.04 When filling vacancies for Permanent Employee and Temporary Employee positions, the determining factors shall be qualifications, abilities and skills and where those factors for internal applicants are equal, the deciding factor is seniority.
- 11.05 By mutual agreement, the Employer and the Union may agree that an Employee be appointed to a Permanent Employee or Temporary Employee position without posting for it.
- 11.06 Subject to the acting incumbency provisions in Article 10, the Employer may temporarily fill a position which has been posted with existing Employees. The Employer may temporarily fill the posted position with others when existing Employees are not available.

**Article 12**  
**Hours of Work**

- 12.01 The regular hours of work for Full-Time Employees for the purpose of determining pay, benefits and overtime under this Agreement shall be as indicated below. The regular hours of work for Part-Time Employees are less than those of Full-Time Employees. The hours of work for Temporary and Casual Employees are as assigned.
- 12.02 (a) **Administrative Employees**
- The regular hours of work for Administrative Employees shall be thirty-six and one quarter (36.25) hours per week, being comprised of seven and one-quarter (7.25) hours per day on five (5) consecutive days per week. Administrative Employees receive two (2) consecutive days of rest in a week, on a Saturday and Sunday.

(b) **Public Works Employees**

Public Works Employees includes Agricultural Field Employees and Utilities/Water Treatment Employees. The regular hours of work for Public Works Employees shall be forty (40) hours per week comprised of eight (8) hours per day on five (5) consecutive days per week. When operational requirements such as weather or project scheduling requirements disrupt an Employee's regular work schedule, the following conditions shall apply:

- (i) Public Works Employees may not be required to report for work on a regularly scheduled work day and this time shall be considered a day off. The Employee may then be required to report for work on a day previously scheduled as a day off which becomes a regular work day.
- (ii) A Public Works Employee shall normally receive two (2) consecutive days of rest every seven (7) calendar day period. However, where such days are split due to operational requirements, they shall not be split more than once in a three (3) consecutive calendar weeks, except by mutual agreement.
- (iii) Permanent Public Works Employees will be paid their regular monthly salaries if these operational needs result in working less than their regular monthly hours of work.

12.03

**Guaranteed Hours Roads Employees**

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

12.04

**Compressed Work Week Roads**

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

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

12.05 **Modified Work Week**

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

12.06 **Other Averaging Agreements**

In addition to the hours of work noted above, other modified work week or averaging agreements may be implemented upon mutual agreement between the Employer and the Union. Such agreements may be discontinued upon three (3) weeks of notice by either party. Averaging agreements shall be defined for the purposes of this agreement as schedules with regular average hours over the rotation cycle of the schedule not exceeding forty (40) hours of work per week. Averaging agreements may have regularly scheduled hours of work in excess of regular scheduled hours in a day with additional scheduled days off compared to a regular schedule for other Employees. The regular hours of work for averaging agreements shall be worked on a straight time basis. Averaging over the rotation cycle of the shift schedule shall be based on the period of time required to start at one point of the schedule and return to that same point in the schedule, this being one (1) full rotation cycle. All Averaging Agreements must be approved by the CAO or designate.

12.07 **Flexible Hours of Work**

Flexible hours of work, including varying start, end and break times, and other arrangements for hours of work requested by an Employee may be authorized by the Employee's Department Director and must have the prior authorization of the Chief Administrative Officer or designate before they are implemented.

12.08

**Meal Periods & Breaks**

Employees shall normally receive two (2) fifteen (15) minute paid rest periods, one to be granted before the meal break and one to be granted after. Rest periods shall be taken at the work site unless otherwise approved by the Employee's supervisor. Unless the prior approval of the Employer has been obtained, rest periods cannot be combined, used together or be taken as time off in lieu.

12.09

A meal period of not less than one-half (1/2) hour and not more than one (1) hour shall be granted to all Employees at approximately the mid-point off the shift.

12.10

**Shift Differential**

- (a) If due to operational requirements, an Employee is scheduled to work shifts where one half of the hours are between 4:00 p.m. one day and 8:00 a.m. the next day, the Employee receives a shift differential of \$1.50 per hour in addition to the Employee's straight time basic rate of pay, for all hours worked on the shift.
- (b) At no time shall shift differential be included with the Employee's regular rate of pay for purposes of computing overtime payments, other premium payments, or any Employee benefits.
- (c) Shift differential shall not be paid on any hours for which an Employee receives overtime compensation.

12.11

**Travel Time when Attending Training, Conferences, Seminars**

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

An Employee who is approved to attend a training course, seminar or conference which is directly related to the Employee's 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, the Employee shall be paid at straight time rates for the hours spent on training to a maximum of the normal daily hours of work for that period.

12.12

An Employee who is approved to attend a training course, seminar or conference which necessitates travel outside of the County shall be compensated for the actual hours spent in travel at the basic rate where such travel time would exceed the normal daily hours of work. Where such travel time would exceed the normal daily hours of work, and the Employee chooses to travel on the next day and has the approval of the Employer, the Employer shall reimburse the Employee for the reasonable costs of accommodation. Where the Employer does not provide transportation and the Employee uses the Employee's own vehicle for travel to and from training courses, seminars or conferences which are not held locally, the Employer will pay the Employee mileage at the rates which are in effect with the Employer.

**Article 13**  
**Overtime**

- 13.01 An Employee may be required to work hours beyond regularly scheduled hours to overcome unexpected workloads and to meet extraordinary situations. Such overtime shall be authorized by the Employer. The Employer shall notify the Employee as quickly as possible prior to having to work overtime.
- 13.02 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.
- 13.03 Time off in lieu of overtime pay will be taken at a mutually agreeable time within twelve (12) months from the end of the pay period in which it was worked. Any overtime not taken within that time is paid out.
- 13.04 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, a minimum of one-half (1/2) hour overtime compensation will be paid.
- 13.05 Overtime controlled on a daily basis shall be calculated as follows:
- (a) For overtime hours worked on a regularly scheduled work day at one and one-half (1 1/2) times the Employee's regular hourly salary;
  - (b) For overtime hours worked on day(s) of rest: at one and one-half (1 1/2) times the Employee's regular hourly salary for all hours worked and on a compressed work week day off or on the Employee's regularly scheduled day(s) of rest.

**Article 14**  
**Reporting and Call Back**

- 14.01 **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 cancelled and the Employee was not notified at least one (1) hour prior to regular starting time of such cancellation.
- 14.02 **Call Back Pay**
- (a) When an Employee is called back to work by the Employee's supervisor for a period in excess of two (2) hours, including time spent traveling directly to and from work, the Employee shall be compensated at the applicable overtime rate for hours worked. For such call back on a paid holiday, the rate of compensation shall be time and one half for all hours worked up to the equivalent of full normal daily hours and double time for additional hours worked thereafter.

- (b) An Employee who is called back to work one (1) or more times within a two (2) hour period and for whom the time worked and the time spent traveling directly to and from work totals two (2) hours or less, shall be compensated at the regular hourly rate for a minimum of three (3) hours.

**Article 15**  
**Standby & On-Call**

- 15.01 When an Employee is designated to be on standby and be immediately available to return to work during a period which the Employee is not on regular duty, the Employee shall be compensated in the amount of one-half (1/2) hour's pay at the regular rate or the equivalent time in lieu thereof for each four (4) hours on standby or any portion thereof. Standby pay on a statutory holiday is one (1) hour's pay at the regular rate or the equivalent time in lieu thereof for each four (4) hours on standby or portion thereof. Standby is designated for a twenty-four (24) hour period.
- (a) "Standby" is when an employee is not on duty, is not scheduled for work and is designated by the Employer to be on standby and be available for work to respond to emergency, service calls or other work for a twenty-four (24) hour period.
  - (b) "On-Call" is when an Employee is not on duty and has completed the Employee's regular shift and the Employer requires the Employee to be on call for less than a twenty-four hour (24) hour period and be available to perform work.
  - (c) On-Call: Employees designated to be on-call and be immediately available to return to work during a period which the Employee is not on regular duty, shall be compensated in the amount of one-half (1/2) hour's pay at the regular rate or the equivalent time in lieu thereof for each four (4) hours on-call or any portion thereof. On-call pay on a statutory holiday is one (1) hour's pay at the regular rate or the equivalent time in lieu thereof for each four (4) hours on-call or portion thereof. On-call is designated for less than a twenty-four (24) hour period.
  - (d) Employees on standby and on-call are to be readily available to work. Employees on standby and on-call are to respond promptly and are to use all County communications equipment and devices.
- 15.02 When an Employee, while on standby or on-call, is unable to report to work when required, no compensation shall be granted for the total standby or on-call period.
- 15.03 When an Employee is called back to work during a period on which the Employee was on standby or on-call, the Employee shall be compensated for the hours on standby or on-call as outlined in Clause 15.01 in addition to compensation for the hours worked on call back at the overtime rate.

15.04 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 is available.

**Article 16  
Paid Holidays**

16.01 Full-time and Part-time Employees are entitled to one 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 on a day designated by the Employer during the Christmas holiday season.

16.02 The Christmas floating holiday shall be scheduled to give five (5) consecutive days off including the weekend as follows:

- (a) on December 24th when Christmas Day falls on a Tuesday, a Thursday, a Friday or a Saturday;
- (b) on December 27th when Christmas Day falls on a Monday or a Wednesday;
- (c) on December 28th when Christmas Day falls on a Sunday.

16.03 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.

16.04 Temporary Employees shall qualify for and be paid for paid holidays according to the conditions of the Employment Standards Code.

16.05 If the Employer does not proclaim a Civic Holiday as specified above, the first Monday in August shall be observed as such Civic Holiday.

16.06 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.

16.07 When an Employee works on a paid holiday, the Employee shall receive in addition to his/her holiday pay entitlement, pay at time and one-half (1 1/2) for all hours worked on the holiday or equivalent time off.

**Article 17**  
**Annual Vacation Leave**

- 17.01 An Employee shall not take vacation leave without prior authorization from the Employee's immediate supervisor. An Employee is required to give two (2) weeks' notice of vacation. Depending on operational requirements, the Employer may consider requests for vacation with less notice from an Employee. Vacation requests will be responded to by the Employer in writing no later than two (2) weeks after receiving the Employee's request.
- 17.02 The anniversary date for determining vacation entitlement is the date the Employee commenced working for the Employer as a Full-time or Part-time Employee. This includes Employees who are recognized under the Letter of Understanding - Service Recognition.
- 17.03 Subject to prior Employer approval, a Full-Time Employee may use accrued vacation in the same calendar year in which it is accrued. With prior approval, a Full-Time Employee may use accrued vacation in half (1/2) day increments.
- 17.04 Vacation entitlement for Full-time Employees shall be as follows:
- (a) 1.25 days per month (15 days per year) earned from 0 through 7 years of service;
  - (b) 1.67 days per month (20 days per year) earned during the 8th through the 15th year of service;
  - (c) 2.08 days per month (25 days per year) earned during the 16th through the 24th year of service;
  - (d) 2.50 days per month (30 days per year) earned during the 25th and each following year of service.
  - (e) **Part-Time & Temporary Vacation**  
Part-Time and Temporary Employees will receive vacation pay calculated based on six percent (6%) of their regular earnings. A Part-Time Employee has the option of taking a prorated vacation with regular pay based on the Employee's full-time equivalency or being paid six percent (6%) of regular earnings. By December 1<sup>st</sup> of each year, the Part-Time Employee is to advise the Employer which option is chosen for the next year.
- 17.05 The Employer prepares payroll on a semi-monthly basis. When an Employee's anniversary date dictates that the Employee will be moved to the next vacation entitlement, the advanced entitlement will be reflected in the next full pay period.
- 17.06 If one or more paid holidays falls 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.
- 17.07 Vacation leave may be taken in one continuous period or in separate periods.
- 17.08 Vacation leave in respect of each calendar year of service shall be taken:

- (a) within twelve (12) months after the end of that calendar year unless otherwise mutually agreed; and
- (b) at such time or times as may be approved by the Employer.
- (c) 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/her annual vacation entitlement during the summer months.

17.09 Once vacations are authorized, they shall not be changed other than in cases of emergency, except by mutual agreement.

17.10 Full-Time Employees are encouraged to take annual vacation. With the prior approval of the Employer and the request of a Full-Time Employee, cash in lieu of part of the Full-Time Employee's annual vacation entitlement may be paid to a Full-Time Employee.

- (a) With the prior authorization of the Employer, a Full-Time Employee is permitted to carry forward up to one half of the Employee's vacation entitlement into the next vacation year. Such requests for vacation carry over are to be made by the Full-Time Employee by October 1<sup>st</sup> of each year. If the Full-Time Employee does not use the carried forward vacation in the next year it was carried forward into, it is paid out to the Employee.

17.11 When Employees are receiving WCB, disability payments/weekly indemnity or are on an unpaid leave of absence for 30 days or more, the Employee ceases to accrue vacation.

## **Article 18 Special Leave**

### 18.01 **Medical Appointments**

The maximum number of hours for Full-Time Employees for medical appointments is forty (40) hours per calendar year and it is prorated for Part-Time Employees based on their full-time equivalency. It is prorated for Permanent Employees who commence employment after January 1<sup>st</sup>.

- (a) Due to travel for medical appointments, Permanent Employees may take paid time off to a maximum of four (4) hours on a regular work day for medical appointments without it being considered special leave. Such Employees will make reasonable efforts to schedule these appointments to occur during the first half or last half of the work day of the Employee.
- (b) In all cases, the supervisor responsible for the Permanent Employee shall be entitled to limit paid time off for medical appointments in order to ensure operational needs are met.

### 18.02 **Special Leave**

Special Leave is a benefit for Employees and is granted provided the operational requirements of the Employer are met. "Special Leave" means leave with pay granted to Permanent Employees as follows:

- (a) illness or medical appointments within the immediate family- eight (8) days; a Permanent Employee who requires time off work shall be granted leave without loss of pay for a period of up to eight (8) working days, plus allowable travel time;
- (b) bereavement – four (4) days around the date of the funeral or death; leave of absence will be granted in the event of the death of a member of the immediate family, plus allowable travel time;
- (c) administration of estate and power of attorney – two (2) days; shall apply only where a Permanent Employee has been designated as an executor or administrator of the estate, or power of attorney.
- (d) moving all of the Employee's household effects from one house to another - one (1) day;
- (e) disaster conditions - two (2) days; shall apply for a critical condition which requires a Permanent Employee's personal attention in a disaster (flood, fire, tornado, water/septic) which cannot be served by others or attended to by the Permanent Employee where the Employee is normally off duty;
- (f) attending funerals as pall-bearer or mourner, for persons who are not immediate family - up to one (1) day; additional special leave may be granted where operational requirements permit, subject to the approval of the Permanent Employee's supervisor;
- (g) to be present at a birth or adoption proceedings of the Permanent Employee's child - one (1) day;
- (h) medical appointments that take longer than four (4) hours during regular working hours. Every effort will be made by the Employee to schedule medical appointments near the beginning or end of a shift.

18.03 The maximum Special Leave per calendar year is eight (8) days for Full-Time Employees and four (4) days for Part-Time Employees. Special Leave is prorated for Permanent Employees who commence employment after January 1<sup>st</sup>. However, additional special leave may be approved at the discretion of the CAO.

**Article 19**  
**Sick Leave**

19.01 Following the probationary period, Full-time Employees shall be entitled to accrue sick leave credits at the rate of one and one-half (1 1/2) working days for each month worked to a maximum of one hundred twenty (120) days of entitlement. Part-Time Employees shall be entitled to accrue sick leave credits to this maximum monthly accrual pro-rated based on their regularly scheduled hours of work.

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

**Article 20**  
**Benefits**

20.01

Subject to the requirements of the benefits provider, Permanent Employees are entitled to the following benefits:

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

- (i) Each calendar year, the Health Spending Account/Flexible Spending Account amount for Part-Time Employees is prorated based on their full-time equivalency.
- (ii) For Permanent Employees who commence employment after January 1st, and who have completed the probationary period, the Health Spending Account/Flexible Spending Account amount is prorated for the calendar year.

20.02 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.

20.03 **Benefits Optional For Part-Time**

The benefits in Articles 20.01(b-g) are optional for Part-Time Employees provided the requirements of the benefits provider are met and the benefits provider's rules do not require mandatory participation.

20.04 The denial of group benefits or LAPP, or decisions related to them which are made by the group benefits provider or LAPP, cannot be grieved.

**Article 21  
Maternity Leave**

21.01 An Employee who has completed ninety (90) days of continuous service before commencing leave, shall be granted up to sixteen (16) weeks maternity leave and up to and sixty two (62) weeks parental leave without pay. The combined maternity and parental leave shall not be more than seventy-eight (78) weeks.

21.02 A pregnant Employee should apply for maternity leave as soon as possible prior to the Employee's expected date of delivery, but in any case shall give the Employer at least four (4) weeks' notice in writing of the date on which the Employee intends to commence maternity leave.

21.03 Maternity leave may start any time within the thirteen (13) weeks leading up to the estimated due date and no later than the date of birth. Maternity leave commences when the Employee goes off work.

21.04 There may be a health-related part of the maternity leave if the pregnant Employee becomes ill. During the health-related part of the maternity leave, the female Permanent Employee is entitled to use accrued sick leave. The health-related part of the maternity leave is determined by a satisfactory written statement from a physician.

21.05 An Employee who is eligible for maternity leave shall take at least six (6) weeks of such leave immediately following the actual date of delivery. The Employee, with the agreement of the Employer, may shorten this six (6) week period by providing the Employer with a medical certificate indicating the resumption of the Employee's full duties will not endanger the Employee's health.

- 21.06 If a pregnancy ends in other than a live birth within sixteen (16) weeks of the estimated due date, the Employee is entitled to unpaid maternity leave but is not entitled to parental leave. If maternity leave for such Employee has not already commenced, it commences on the date the pregnancy ended. Such maternity leave will end sixteen (16) weeks after it begins.
- 21.07 An Employee granted leave without pay pursuant to Clauses 21.01 or 21.06, shall, upon return to work, be returned to the Employee's former position or be placed in another comparable position at not less than the same salary that had accrued to them prior to commencing leave, and at the same level of benefits that is applicable to Employees in their classification. Employees will be required to give the Employer four (4) weeks' notice in writing of the Employee's intention to return or not return to work after the Employee's leave ends.
- 21.08 A pregnant Employee who presents medical evidence from the Employee's physician, which satisfies the Employer that continued employment in the Employee's present position may be hazardous to the Employee's or to the Employee's unborn child, may request a transfer to a more suitable position if one is available.
- 21.09 An Employee who is eligible for maternity and parental leave and who is re-employed in any capacity within six (6) months from the date of the Employee's 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.
- 21.10 Where group benefits are continued for the Employee who is on maternity leave, the Employer and the Employee are to continue to pay the premiums and contributions for the benefits in the same manner as they did prior to the Employee going off work. If the Employee fails to pay the benefits premiums/contributions, the benefits are cancelled. Eligibility for such benefits thereafter is according to the rules and procedures of the benefits provider. LAPP for an Employee on maternity/parental leave is in accordance with the rules of LAPP.

## **Article 22**

### **Adoption /Parental Leave**

- 22.01 An Employee who has completed ninety (90) days of continuous service with the Employer before commencing leave and who is adopting a child, shall be granted leave of absence without pay for up to sixty two (62) weeks within seventy-eight (78) weeks of the adoption date. The Employee shall provide satisfactory proof of adoption and shall give the Employer reasonable notice in writing of the date on which the leave is to commence.

- 22.02 An Employee who has completed ninety (90) days of continuous service before commencing parental leave and who has or will have the actual care or custody of the newborn child, shall be granted up to sixty-two (62) weeks parental leave without pay to be taken within seventy-eight (78) weeks following the date of the birth of the child. The Employee shall provide proof of the birth of the child and shall give the Employer reasonable notice in writing of the date on which the leave is to commence.
- 22.03 An Employee granted leave without pay pursuant to Clauses 22.01 or 22.02 shall, upon return to work, be returned to their former position or be placed in another comparable position at not less than the same salary that had accrued to them prior to commencing leave, and at the same level of benefits that are applicable to Employees in their classification. Employees will be required to give the Employer four (4) weeks' notice in writing of their intention to return or not to return to work after their leave ends.
- 22.04 Where group benefits are continued for the Employee who is on adoption/parental leave, the Employer and the Employee are to continue to pay the premiums and contributions for the benefits in the same manner as they did prior to the Employee going off work. If the Employee fails to pay the benefits premiums/contributions, the benefits are cancelled. Eligibility for such benefits thereafter is according to the rules and procedures of the benefits provider. LAPP for an Employee on adoption/parental leave is in accordance with the rules of LAPP.
- 22.05 **Sharing Parental/Adoption Leave**
- Employees who are parents of the child who intend to share parental or adoption leave are to advise the Employer of their intention to do so at the commencement of the leave. Subsequent requests may be considered. Such parent Employees are not to be off work at the same time on parental or adoption leave, unless otherwise authorized by the Employer.

### **Article 23 Court Leave**

- 23.01 When an Employee is summoned or subpoenaed as a witness or a defendant to appear in court in the Employee's official capacity to give evidence or to produce Employer records, the Employee shall be regarded as being on duty but any monies receivable by the Employee from the Court shall be paid to the Employer.
- 23.02 Where a Permanent Employee is required to serve as a Juror under the *Jury Act*, or is subpoenaed as a witness in the Employee's private capacity, the Employee 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 An Employee may request a leave of absence without pay. To be considered, the request must normally be submitted at least two (2) weeks in advance of the anticipated date of commencement of the leave or any lesser advance notice specified in the *Alberta Employment Standards Code*. Where operational requirements permit and upon approval of the Employer, the leave without pay shall be granted.

- (a) The leaves under the *Alberta Employment Standards Code*, as amended from time to time, are followed by the Employer.
- (b) Employees may use banked time and accrued vacation during a leave of absence.

24.02 **Other Religious Observances**

As operational requirements permit, Permanent Employees who are members of non-Christian religions are entitled to up to two (2) days of unpaid leave per calendar year to observe holy days. Such leave shall not be unreasonably withheld.

- (a) The Permanent Employee is required to give the Employer a minimum of two (2) weeks' notice for such leave. The Employer may accept a lesser period of notice where there are extenuating circumstances.
- (b) Permanent Employees granted leave under this provision may use banked overtime or vacation for the leave granted.

24.03 **Terminal Care Leave & Parents Critically Ill Children Leave**

Upon approval of the Employer, an Employee who is eligible for terminal care leave under federal or provincial legislation will be granted a leave of absence for up to twenty-seven (27) weeks, or who is eligible for Parents of Critically Ill Children leave under the federal or provincial legislation will be granted a leave of absence up to thirty-six (36) weeks, without pay. The Employer may require the Employee to provide satisfactory proof of the leave.

24.04 Where group benefits are continued for a Permanent Employee who is on an unpaid leave of absence, the Employer and the Permanent Employee are to continue to pay the premiums and contributions for the benefits in the same manner as they did prior to the Permanent Employee going off work. If the Permanent Employee fails to pay the benefits premiums/contributions, the benefits are cancelled. Eligibility for such benefits thereafter is according to the rules and procedures of the benefits provider. Local Authorities Pension Plan (LAPP) for a Permanent Employee on an unpaid leave of absence is in accordance with the rules of LAPP.

**Article 25**  
**Workers' Compensation**

- 25.01 In accordance with the Workers' Compensation Act, when an Employee sustains an injury in the course of the Employee's duties with the County, the Employee shall report the injury to the Employee's immediate supervisor. The supervisor shall report the injury to the Department Director and the Chief Administrative Officer or designate. The date, time and nature of the injury are to be recorded. The Employee and the Employer shall complete the forms required for Workers' Compensation.
- 25.02 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.
- 25.03 If a Permanent Employee sustains an injury in the course of the Employee's duties with the Employer which causes the Permanent Employee to be absent from work and as a result is eligible to receive Workers' Compensation benefits, the 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 is the sooner.
- 25.04 Where group benefits are continued for the Permanent Employee who is on WCB, the Employer and the Permanent Employee are to continue to pay the premiums for the benefits in the same manner as they did prior to the Employee going off work. If the Employee fails to pay the benefits premiums, the benefits are cancelled. Eligibility for such benefits thereafter is according to the rules and procedures of the benefits provider. LAPP for a Permanent Employee on Workers Compensation Board benefits is in accordance with the rules of LAPP.
- 25.05 Unless advised otherwise by the Employer in writing, Employees who are off work on WCB for an extended period shall notify the Employer of their anticipated return to work date and any change in that date and make contact with the Employer on a monthly basis. The Employee is to give the Employer at least three (3) weeks' notice of the date the Employee is fit to return to work and provide the Employer with a satisfactory medical certificate or satisfactory information from WCB of fitness to return to work which indicates the limitations and restrictions, if any. Lesser notice of returning to work may be authorized by the Employer. The Employer and the Employee may agree on a communication and return to work plan. The Employee may have the assistance of a Union Representative.

**Article 26**  
**Seniority, Layoff and Recall**

- 26.01 "Layoff" is defined as a temporary separation from employment as a result of lack of work which results in a reduction in the workforce.
- 26.02 The Employer shall provide "fifteen (15) workdays notice to any Permanent Employee to be laid off, or grant ten (10) workdays' of regular pay in lieu of notice.
- 26.03 Permanent Employees who are to be laid-off, shall be laid off in reverse order of seniority provided that those remaining have the required knowledge, qualifications, abilities and skills based on the job descriptions to fill the positions available. Employees with the least amount of seniority shall be laid off first.
- 26.04 Recalls of Permanent Employees shall be in the reverse order of layoff from the position. The Permanent Employee recalled is to have the required knowledge, qualifications, abilities and skills based on the job descriptions to fill available positions.
- 26.05 All Permanent Employees laid-off shall be placed on a recall list for a period of six (6) months. A Permanent Employee's name shall be removed from the list on the first refusal to return to work.
- 26.06 In the event a laid-off Permanent Employee is recalled, the Employee shall receive the same salary rate as the Employee received prior to the layoff.
- 26.07 Permanent Employees who do not intend to exercise their recall rights during the recall period are to advise the Employer in writing and when the Employee does so, all rights to recall end.
- 26.08 If the Permanent Employee is not recalled during the recall period, after the recall period expires, or if the Permanent Employee advises the Employer in writing before the recall period expires that the Employee will not be exercising recall rights, such Permanent Employee is entitled to severance pay in the amount of two (2) weeks of pay for each year of completed service calculated to the date of layoff, up to a maximum of forty-three (43) weeks.
- 26.09 Permanent Employees and Temporary Employees have seniority.
- 26.10 Once annually, the Employer is to provide the Union with a seniority list which sets out the names of the Permanent and Temporary Employees, position and the date they commenced employment with the Employer and categorized into Full-Time, Part-Time and Temporary Employee categories. Permanent Employee seniority applies to Permanent Employees. Temporary Employee seniority applies to Temporary Employees.
- 26.11 When a Part-Time Employee becomes a Full-Time Employee, the Part-Time Employee's seniority is prorated to full-time equivalency for Full-Time Employee seniority based on regular hours previously worked.
- 26.12 When a Temporary Employee becomes a Permanent Employee, the Temporary Employee's seniority is prorated for Permanent Employee seniority based on regular hours previously worked.

- 26.13 When seniority ends, employment ends. Seniority and employment end and all rights in this Agreement are forfeited when:
- (a) The Employee is discharged for just cause and not reinstated subject to the grievance procedure.
  - (b) The Employee resigns.
  - (c) The Employee fails to return to work after being recalled from layoff.
  - (d) The Employee is absent for 3 consecutive days without notifying the Employer or without having justifiable reasons.
  - (e) The Employee is on layoff for more than 6 months.
  - (f) The Employee is off work continuously due to illness, disability or WCB for twenty-four (24) months and there is no reasonable prospect of the Employee returning to work in the foreseeable future.

#### **Article 27**

##### **Position Abolishment**

- 27.01 If a Permanent Employee's position is abolished, notice will be to the Permanent Employee as provided by the Alberta Employment Standards Code plus severance pay based on two (2) weeks payout for each completed year of service to a maximum of forty-three (43) weeks will be provided on termination of employment.
- 27.02 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.
- 27.03 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 28**

##### **Probationary Employee and Probationary Period**

- 28.01 The initial probationary period shall be six (6) months. An Employee is not entitled to bid on posted vacancies during the probationary period, unless otherwise determined by the Employer. The termination of an Employee's employment during the probationary period may be grieved, but cannot proceed to arbitration. Performance is to be evaluated during the probationary period.

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

**Article 29**  
**Disciplinary Action**

- 29.01 No Employee shall be disciplined or dismissed without just cause.
- 29.02 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.
- 29.03 An Employee who is receiving a written notice of discipline or is the subject of an investigation which may lead to discipline shall be informed of the Employee's right to have a Union Representative present at the meeting with the Employer. Where an Employee requests a Union Representative to be present, the meeting will be scheduled to allow a Union Representative to attend. The non-availability of the Union Representative shall not cause delays.
- 29.04 When an Employee is suspended or dismissed, the Employer shall provide a copy of the disciplinary notice to the Union.
- 29.05 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.

**Article 30**  
**Health and Safety**

- 30.01 Each Employee and each supervisor shall take reasonable care for the protection of public and Employee health and safety in the operation of equipment and the storage or handling of materials and substances.
- 30.02 An Employee shall immediately notify the Employee's supervisor when the Employee 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 the Employee's work site shall immediately notify the Employee's supervisor.
- 30.03 Where the Employer requires an Employee to undergo compulsory medical examination(s), the cost of such examination(s), shall be paid for by the Employer.

- 30.04 Protective clothing, safety equipment and apparel shall be provided by the Employer as required by the *Alberta Occupational Health and Safety Act*, Code and Regulations thereunder, at no cost to the Employee. All protective clothing, safety equipment and apparel provided by the Employer are to be used by Employees as required by the Employer.
- 30.05 All protective clothing, safety equipment, safety apparel/clothing and coveralls provided by the Employer remain the property of the Employer and Employees are to keep and maintain them in good condition, normal wear and tear excepted. Employees who are required to wear safety footwear in their work are to keep and maintain it in good condition, normal wear and tear excepted.
- 30.06 Where the Occupational Health and Safety Standards require safety footwear to be worn by an Employee, the Employer shall pay to each Employee the cost of such footwear to a maximum of two hundred dollars (\$200.00) per annum, payable upon proof of purchase. If an Employee resigns within three (3) months of receiving the reimbursement, the Employee shall repay the footwear allowance and it may be deducted from the Employee's final pay.
- 30.07 The Employer will provide coveralls to Employees who are required to use them in their work. The Employer will determine when coveralls are necessary or required for Employees. The Employee is responsible for laundering the coveralls.
- 30.08 **Joint Occupational Health & Safety Committee**
- In ensuring a safe work environment, as far as is reasonably practicable, the Employer, Union and Employees recognize the provisions of the *Alberta Occupational Health & Safety Act*, Regulations and Safety Code thereunder. The Employer, Union and Employees have responsibility for safety in the workplace.
- 30.09 The Joint Occupational Health & Safety Committee ("Joint OHS Committee") is to consist of at least (2) Employer representatives and at least two (2) Employee representatives. The Employee representatives are appointed by the Union. There is to be an equal number of Employer and Employee representatives on the Joint OHS Committee.
- 30.10 The Joint OHS Committee is to meet monthly, or as otherwise may be required, to discuss safety related issues in the workplace. The Joint OHS Committee is to make recommendations to the Employer for safety in the workplace. Once recommendations are provided to the Employer, the Employer is to provide the Joint OHS Committee with responses to its recommendations in a timely manner. Acting reasonably, the Joint OHS Committee may consider workplace safety/health concerns, identification of workplace hazards, the development of measures to protect workplace safety/health and may conduct walkabouts at the workplace. Employees and managers may bring safety/health concerns to the Joint OHS Committee and such Employees and managers are to also make the Employer aware of the concerns. Employees and the Joint OHS Committee are to advise the Employer forthwith of urgent safety/health concerns which pose imminent danger.

- 30.11 The Joint OHS Committee is to be co-chaired by an Employer and Employee representative. Minutes of the Joint OHS Committee meetings are to be kept.
- 30.12 Employee representatives of the Joint OHS Committee are not to suffer loss of pay for attending a Joint OHS Committee meeting. Pay for Employee representatives of the Joint OHS Committee is at the straight time rate. When an Employee representative attends a Joint OHS Committee meeting on a non-scheduled working day for the Employee, the Employee is paid one (1) hour of pay at the straight time rate, or the actual time in attendance at the meeting, whichever is greater.
- 30.13 Requirements for the Joint OHS Committee which are mandated by applicable Alberta safety laws are to be followed.

**Article 31**  
**General**

- 31.01 An Employee shall not be charged for unreserved parking space.
- 31.02 Employees who incur travel and subsistence expenses in the performance of authorized Employer business shall be reimbursed for those expenses in accordance with Employer's policies applied to all staff.

**Article 32**  
**Grievance Procedure**

32.01 **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.

32.02 **Settling of Grievances**

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 their 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:

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

The Department Head shall meet with the grievor(s) and the Union Representative 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.

### **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, the grievance may be referred in writing to mediation or arbitration by either Party.

32.03

### **Policy Grievance**

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 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 Chief Administrative Officer and shall contain:

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

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.

32.04

### **Time Limits**

If a grievance is not initiated or processed within the time limits in the grievance procedure including the referral to arbitration, the grievance shall be deemed to have been abandoned. Saturdays, Sundays and paid holidays shall not be considered as working days for the purposes of this Article.

**Article 33**  
**Mediation/Arbitration**

33.01

**Mediation**

The following applies to non-binding mediation:

- (a) Failing satisfactory resolution at Step 2 of the grievance procedure outlined in Article 32, either Party may request 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 when a grievance is referred to mediation.

33.02

**Arbitration**

The Union and the Employer shall endeavour to agree on a single arbitrator within fifteen (15) days of the notice to submit the grievance. If the parties do not agree on a single arbitrator, or the Employer or Union desires an arbitration board, a three person arbitration board is to be appointed consisting of a neutral Chair, Employer nominee and Union nominee. The costs of the Chair are shared equally by the Employer and the Union. The Employer and the Union pay for the costs of their respective nominees. The Union is to provide the name of its nominee to the arbitration board within fifteen days (15) of the notice referring the grievance to arbitration. The Employer is to provide the name of its nominee to the arbitration board within fifteen (15) days of receiving notice of the Union's nominee. The Union nominee is required to provide the Employer nominee with proposed names of neutral chairs for the arbitration board within fifteen (15) days of the Employer nominee being appointed. The Employer nominee is to advise the Union nominee whether a proposed chair is acceptable, and if not, the names of proposed chairs are to be provided to the Union nominee by the Employer nominee. In the event the nominees have not agreed on a chair within forty-five (45) days of the Union nominee being appointed, the Director of Mediation is to appoint a chair.

- 33.03 If the Union and the Employer fail to jointly appoint a single arbitrator or chair of an arbitration board within the time limits, the Director of Mediation Services shall be asked to appoint the single arbitrator or the chair in accordance with the Alberta Labour Relations Code.
- 33.04 The Employer and the Union shall bear equally the total costs of the arbitrator.
- 33.05 The decision of the arbitrator/arbitration board shall be final, binding and enforceable on all Parties affected. The arbitrator/arbitration board shall not have the power to change this Agreement or to alter, modify or amend any of its provisions, or make any decision contrary to the provisions of this Agreement.
- 33.06 The time limits specified in both the grievance and arbitration procedures may be extended by mutual agreement between the Employer and the Union. Mutual agreement to extend time limits must be in writing and signed by both Parties before it will constitute mutual agreement for the purposes of this provision.

33.07 **Other Forms of Dispute Resolution**

The parties may agree to other forms of dispute resolution than mediation. When other forms of dispute resolution are used, the grievance and arbitration procedures are suspended. Agreements reached are to be in writing with the grievance discontinued.

**Article 34**  
**Abandonment of Position**

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

**Article 35**  
**New Positions**

- 35.01 If the Employer creates a new position within the bargaining unit during the term of this Collective Agreement which is not included in the salary schedule in Appendix A, it shall establish the salary structure and then give written notice to the Union.
- 35.02 If the Union fails to object to the Employer in writing within thirty (30) calendar days of receipt of the notice from the Employer, the salary structure for the new position shall be as was established by the Employer.
- 35.03 If the Union objects to the salary structure established and in negotiation with the Employer succeeds in revising the salary structure for the new position, the revised salary structure shall be retroactive to the date the new position was established.
- 35.04 Failing resolution of the matter by negotiation, within a further sixty (60) calendar days of receipt of the notice from the Employer, it may be referred to arbitration, as provided in the grievance procedure.

### Article 36

#### **Discrimination, Harassment, Sexual Harassment & Workplace Violence**

- 36.01 The Employer, Union and Employees are committed to having a safe and respectful workplace where discrimination, harassment, sexual harassment and workplace violence are not tolerated.
- 36.02 The Employer will not tolerate discrimination in employment on the basis of race, religious beliefs, colour, gender, gender identity, gender expression, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status or sexual orientation. The foregoing is subject to the exemptions in the *Alberta Human Rights Act* and age is according to that *Act*.
- 36.03 Harassment is vexatious comment or inappropriate conduct or action that is unwelcome verbal or physical offensive conduct which is harmful to an individual related to the grounds of discrimination noted above or which otherwise occurs, where the offender knew or ought to have reasonably known that such conduct was offensive and harmful to another person. It may be a pattern of such conduct or a single incident of such conduct. It may be hostile or other inappropriate conduct which is offensive and intimidating. Harassment may cause embarrassment, humiliation and may interfere with a person's performance, detrimentally affect the work environment or lead to adverse job-related consequences for the complainant.
- 36.04 Sexual harassment in the workplace is behaviour of a sexual nature which occurs from verbal or physical conduct without consent. It may be a pattern of such conduct. Sexual harassment may cause embarrassment, humiliation and may interfere with a person's performance, detrimentally affect the work environment or lead to adverse job-related consequences for the complainant.
- 36.05 Workplace violence is the threatened, attempted or actual conduct of a person which causes or is likely to cause physical or psychological injury or harm, which the individual knew or ought to have known, was not appropriate.
- 36.06 When circumstances permit, the offender should be given the opportunity to cease the inappropriate conduct. The Employee who has a complaint of discrimination, harassment, sexual harassment or workplace violence has a responsibility to document the incident, and where appropriate, should advise the offender that the offender's actions are unacceptable, offensive, harmful, improper or inappropriate.
- 36.07 If an Employee with a complaint is uncomfortable or feels intimidated about confronting the offender, or the offender continues the inappropriate conduct after being advised it is inappropriate, the Employee will report the incident directly to the immediate supervisor, manager, Director or the Chief Administrative Officer. The Employee may advise a Union Representative. When circumstances permit, the Union Representative may advise the Employer of the concerns raised by the Employee.

- 36.08 The Employer is to conduct an investigation into a complaint of discrimination, harassment, sexual harassment or workplace violence within a reasonable time. In the event the investigation supports the complaint, disciplinary action, up to and including discharge, may be taken by the Employer against the offender. The investigation is to be completed as soon as reasonably practicable. The Employer is to advise the complainant of the status of the investigation every three (3) months. The Employer is to advise the complainant of the outcome of the investigation in writing.
- 36.09 The Employer will not tolerate any form of retaliation against an Employee who, in good faith, makes a complaint of discrimination, harassment, sexual harassment or workplace violence. If an Employee acts in bad faith in making the complaint, disciplinary action may be taken against the Employee, up to and including discharge.
- 36.10 The context and surrounding circumstances are to be considered for incidents of discrimination, harassment, sexual harassment and workplace violence. The seriousness of the inappropriate conduct is considered.
- 36.11 Reasonable measures are to be taken by the Employer and the Union to educate Employees about discrimination, harassment, sexual harassment and workplace violence.
- 36.12 The Employer's investigation into a complaint of discrimination, harassment, sexual harassment or workplace violence does not prohibit an Employee from filing a grievance or filing a complaint with the Alberta Human Rights Commission.

**Article 37**  
**Payment of Overpayments**

- 37.01 Employees who have been overpaid are required to pay back the overpayments to the Employer. A reasonable repayment schedule is to be determined. In the event mutual agreement cannot be reached, the Employer shall recover the overpayment by deducting up to ten percent (10%) of the Employee's gross earnings per pay period. When employment ends, the amount of overpayment becomes fully payable to the Employer and can be deducted from final pay.

**Article 38**  
**Fitness & Impairment**

- 38.01 Employees are to be fit for work. Employees are not to be at work when impaired.
- 38.02 In accordance with applicable laws, the Employer may conduct alcohol and drug testing to ensure safety and security and to lessen risk and minimize potential liability.
- 38.03 The Employer recognizes disabilities related to alcoholism, drug addiction and mental illness.

**Article 39**  
**Term of Agreement**

- 39.01 This Agreement shall be in full force and effect from January 1, 2019 to December 31, 2022.
- 39.02 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.
- 39.03 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*.

**Appendix" A"**  
**Classifications and Pay**

1. Permanent Employees shall be paid according to the following annual pay grids that reflect hourly and yearly salary for all classifications. Equivalent hourly rates shall be determined when required for purposes such as overtime pay or Temporary Employee's wage rates according to the regular 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.
2. Progressions from step to step on the following pay grids shall be based on satisfactory job performance and meeting the service requirements as set out.
3. Part-Time Employees shall have their accumulated regular hours considered when they are placed on a pay grid in their second (2<sup>nd</sup>) and subsequent years of employment.
4. Temporary Employees who are seasonal employees shall have their accumulated regular hours considered when they are placed on a pay grid in their second (2<sup>nd</sup>) and subsequent season(s) of employment.
5. The existing wage rates in Appendix A in the current collective agreement (expiry December 31, 2018) are to be adjusted as follows:
  - (a) January 1, 2019: 1.50% increase;
  - (b) January 1, 2020: 1.75% increase;
  - (c) January 1, 2021: 2.00% increase;
  - (d) January 1, 2022: 2.00% increase.
6. **Retroactive Pay**

Retroactive pay is only paid to Employees for hours worked from January 1, 2019, if any, who are employed with the Employer on the date of ratification of the Memorandum of Agreement/collective agreement by both the Employer and the Union.

7. **Lump Sum**

A lump sum of five-hundred dollars (\$500) is paid to Full-Time Employees, and two-hundred-fifty dollars (\$250) is paid to Part-Time and Temporary Employees, who are employed with the Employer on the date of ratification of the Memorandum of Agreement /collective agreement by both the Employer and the Union.

8. **Apprenticeship Heavy Duty Mechanic Rates:**

Upon meeting the requirements in the apprenticeship program, the Apprentice Heavy Duty Mechanic receives the following percentage of the Mechanic Rate:

- (a) First Year: 60%
- (b) Second Year: 70%
- (c) Third Year: 80%
- (d) Fourth Year: 90%

9. **Assistant Mechanic:**

The Assistant Mechanic who is currently working for the Employer is paid as per the Letter of Understanding entered into in June 2013, and is red-circled until the Assistant Mechanic rate matches the Operator II rates. The present rates for the Assistant Mechanic as per the Letter of Understanding are:

Step 1	Step 2	Step 3
\$30.58	\$33.34	\$36.34

Salary Appendix: Effective January 1, 2019

1.5% increase

	1	2	3	4	5
Administrative Services II Regular Hourly Rate	\$52,136.90 \$27.66	\$54,503.63 \$28.92	\$56,875.18 \$30.18	\$59,245.08 \$31.43	\$61,615.03 \$32.68
Administrative Services I Regular Hourly Rate	\$43,066.90 \$22.85	\$44,875.71 \$23.80	\$46,662.98 \$24.76	\$48,471.78 \$25.71	\$50,259.05 \$26.66
Assessor Regular Hourly Rate	\$83,528.24 \$44.31	\$91,667.87 \$48.63	\$95,737.69 \$50.79	\$99,785.98 \$52.93	\$103,855.80 \$55.09
Asst Assessor/ Ast Dev Officer Regular Hourly Rate	\$64,923.34 \$34.44	\$71,189.56 \$37.77	\$74,311.92 \$39.42	\$77,412.73 \$41.07	\$80,621.22 \$42.77
Public Works Foreman Regular Hourly Rate	\$73,258.60 \$35.22	\$80,582.52 \$38.74	\$84,248.53 \$40.51	\$87,908.07 \$42.26	\$91,572.46 \$44.02
Utilities Officer Trainee Regular Hourly Rate	\$49,327.92 \$23.71	\$51,490.18 \$24.76	\$53,581.16 \$25.76		
Utilities Officer I Regular Hourly Rate	\$63,822.15 \$30.68	\$70,190.11 \$33.75	\$73,397.86 \$35.29	\$76,581.83 \$36.81	\$79,789.58 \$38.36
Utilities Officer II Regular Hourly Rate	\$73,258.60 \$35.22	\$80,582.52 \$38.74	\$84,248.53 \$40.51	\$87,908.07 \$42.26	\$91,572.46 \$44.02
Equipment Operator II Regular Hourly Rate	\$63,133.24 \$30.35	\$68,620.16 \$32.99	\$76,282.19 \$36.67		
Equipment Operator I Regular Hourly Rate	\$59,240.26 \$28.48	\$64,392.30 \$30.96	\$66,966.71 \$32.20		
Mechanic Regular Hourly Rate	\$79,223.77 \$38.09	\$86,353.93 \$41.51	\$94,144.24 \$45.26		
Assistant Mechanic Regular Hourly Rate	\$72,668.40 \$34.94	\$79,208.55 \$38.08	\$86,353.93 \$41.51		
Transfer Station Attendant Regular Hourly Rate	\$47,165.67 \$22.68	\$50,468.45 \$24.27	\$55,458.27 \$26.66		
Labourer Regular Hourly Rate	\$47,165.67 \$22.68	\$50,468.45 \$24.27	\$55,458.27 \$26.66		
Seasonal Staffing II (per hr) Regular Hourly Rate	\$21.65	\$23.72	\$24.75	\$25.76	
Seasonal Staffing I (per hr) Regular Hourly Rate	\$18.18	\$19.69	\$20.49	\$21.25	
Weed-Pest Control Regular Hourly Rate	\$23.61	\$25.65	\$26.69	\$27.72	
GIS Technician (7.25 hours) Regular Hourly Rate	\$67,772.59 \$35.95	\$74,978.41 \$39.78	\$78,570.82 \$41.69	\$82,142.22 \$43.57	\$85,797.64 \$45.51
Development Officer Regular Hourly Rate	\$74,225.79 \$39.38	\$81,428.71 \$43.20	\$85,024.80 \$45.11	\$88,599.36 \$47.00	\$92,238.51 \$48.93
GIS & IT Assistant Regular Hourly Rate	\$56,873.22 \$30.18	\$59,245.33 \$31.43	\$61,598.30 \$32.68	\$64,066.06 \$33.99	\$66,629.47 \$35.35

Salary Appendix: Effective January 1, 2020

1.75% increase

	1	2	3	4	5
Administrative Services II	\$53,049.29	\$55,457.45	\$57,870.50	\$60,281.87	\$62,693.29
Regular Hourly Rate	\$28.14	\$29.42	\$30.70	\$31.98	\$33.25
Administrative Services I	\$43,820.57	\$45,661.03	\$47,479.58	\$49,320.04	\$51,138.59
Regular Hourly Rate	\$23.25	\$24.22	\$25.19	\$26.16	\$27.13
Assessor	\$84,989.98	\$93,272.06	\$97,413.10	\$101,532.23	\$105,673.28
Regular Hourly Rate	\$45.09	\$49.48	\$51.68	\$53.86	\$56.06
Asst Assessor/ Ast Dev Officer	\$66,059.50	\$72,435.38	\$75,612.37	\$78,767.45	\$82,032.09
Regular Hourly Rate	\$35.04	\$38.43	\$40.11	\$41.79	\$43.52
Public Works Foreman	\$74,540.62	\$81,992.72	\$85,722.88	\$89,446.47	\$93,174.98
Regular Hourly Rate	\$35.84	\$39.42	\$41.22	\$43.00	\$44.79
Utilities Officer Trainee	\$50,191.16	\$52,391.26	\$54,518.83		
Regular Hourly Rate	\$24.13	\$25.19	\$26.21		
Utilities Officer I	\$64,939.04	\$71,418.44	\$74,682.32	\$77,922.01	\$81,185.89
Regular Hourly Rate	\$31.22	\$34.34	\$35.91	\$37.46	\$39.03
Utilities Officer II	\$74,540.62	\$81,992.72	\$85,722.88	\$89,446.47	\$93,174.98
Regular Hourly Rate	\$35.84	\$39.42	\$41.22	\$43.00	\$44.79
Equipment Operator II	\$64,238.08	\$69,821.01	\$77,617.13		
Regular Hourly Rate	\$30.88	\$33.56	\$37.31		
Equipment Operator I	\$60,276.97	\$65,519.17	\$68,138.62		
Regular Hourly Rate	\$28.98	\$31.50	\$32.76		
Mechanic	\$80,610.19	\$87,865.12	\$95,791.77		
Regular Hourly Rate	\$38.76	\$42.24	\$46.05		
Assistant Mechanic	\$73,940.09	\$80,594.70	\$87,865.12		
Regular Hourly Rate	\$35.55	\$38.75	\$42.24		
Transfer Station Attendant	\$47,991.07	\$51,351.65	\$56,428.79		
Regular Hourly Rate	\$23.07	\$24.69	\$27.13		
Labourer	\$47,991.07	\$51,351.65	\$56,428.79		
Regular Hourly Rate	\$23.07	\$24.69	\$27.13		
Seasonal Staffing II (per hr)	\$22.03	\$24.14	\$25.18	\$26.21	
Regular Hourly Rate					
Seasonal Staffing I (per hr)	\$18.50	\$20.04	\$20.85	\$21.63	
Regular Hourly Rate					
Weed-Pest Control	\$24.02	\$26.10	\$27.16	\$28.20	
Regular Hourly Rate					
GIS Technician (7.25 hours)	\$68,958.61	\$76,290.53	\$79,945.80	\$83,579.71	\$87,299.09
Regular Hourly Rate	\$36.58	\$40.47	\$42.42	\$44.34	\$46.31
Development Officer	\$75,524.74	\$82,853.71	\$86,512.74	\$90,149.85	\$93,852.68
Regular Hourly Rate	\$40.07	\$43.95	\$45.90	\$47.83	\$49.79
GIS & IT Assistant	\$57,868.50	\$60,282.12	\$62,676.27	\$65,187.22	\$67,795.49
Regular Hourly Rate	\$30.70	\$31.98	\$33.25	\$34.59	\$35.97

Salary Appendix: Effective January 1, 2021

2% increase

	1	2	3	4	5
Administrative Services II	\$54,110.28	\$56,566.59	\$59,027.91	\$61,487.51	\$63,947.16
Regular Hourly Rate	\$28.71	\$30.01	\$31.32	\$32.62	\$33.92
Administrative Services I	\$44,696.98	\$46,574.25	\$48,429.17	\$50,306.44	\$52,161.36
Regular Hourly Rate	\$23.71	\$24.70	\$25.69	\$26.68	\$27.67
Assessor	\$86,689.78	\$95,137.50	\$99,361.36	\$103,562.88	\$107,786.75
Regular Hourly Rate	\$45.99	\$50.47	\$52.71	\$54.94	\$57.18
Asst Assessor/ Ast Dev Officer	\$67,380.69	\$73,884.09	\$77,124.62	\$80,342.80	\$83,672.73
Regular Hourly Rate	\$35.74	\$39.20	\$40.91	\$42.62	\$44.39
Public Works Foreman	\$76,031.44	\$83,632.57	\$87,437.34	\$91,235.39	\$95,038.48
Regular Hourly Rate	\$36.55	\$40.21	\$42.04	\$43.86	\$45.69
Utilities Officer Trainee	\$51,194.99	\$53,439.08	\$55,609.21		
Regular Hourly Rate	\$24.61	\$25.69	\$26.74		
Utilities Officer I	\$66,237.82	\$72,846.81	\$76,175.97	\$79,480.45	\$82,809.61
Regular Hourly Rate	\$31.84	\$35.03	\$36.63	\$38.21	\$39.81
Utilities Officer II	\$76,031.44	\$83,632.57	\$87,437.34	\$91,235.39	\$95,038.48
Regular Hourly Rate	\$36.55	\$40.21	\$42.04	\$43.86	\$45.69
Equipment Operator II	\$65,522.84	\$71,217.43	\$79,169.47		
Regular Hourly Rate	\$31.50	\$34.24	\$38.06		
Equipment Operator I	\$61,482.51	\$66,829.55	\$69,501.40		
Regular Hourly Rate	\$29.56	\$32.13	\$33.41		
Mechanic	\$82,222.39	\$89,622.42	\$97,707.60		
Regular Hourly Rate	\$39.53	\$43.08	\$46.97		
Assistant Mechanic	\$75,418.90	\$82,206.59	\$89,622.42		
Regular Hourly Rate	\$36.26	\$39.52	\$43.08		
Transfer Station Attendant	\$48,950.89	\$52,378.68	\$57,557.37		
Regular Hourly Rate	\$23.53	\$25.19	\$27.67		
Labourer	\$48,950.89	\$52,378.68	\$57,557.37		
Regular Hourly Rate	\$23.53	\$25.19	\$27.67		
Seasonal Staffing II (per hr)	\$22.47	\$24.62	\$25.68	\$26.74	
Regular Hourly Rate					
Seasonal Staffing I (per hr)	\$18.87	\$20.44	\$21.27	\$22.06	
Regular Hourly Rate					
Weed-Pest Control	\$24.50	\$26.62	\$27.70	\$28.77	
Regular Hourly Rate					
GIS Technician (7.25 hours)	\$70,337.78	\$77,816.34	\$81,544.72	\$85,251.31	\$89,045.08
Regular Hourly Rate	\$37.31	\$41.28	\$43.26	\$45.22	\$47.24
Development Officer	\$77,035.24	\$84,510.79	\$88,242.99	\$91,952.85	\$95,729.74
Regular Hourly Rate	\$40.87	\$44.83	\$46.81	\$48.78	\$50.79
GIS & IT Assistant	\$59,025.87	\$61,487.76	\$63,929.80	\$66,490.96	\$69,151.40
Regular Hourly Rate	\$31.32	\$32.62	\$33.92	\$35.28	\$36.69

Salary Appendix: Effective January 1, 2022

2% increase

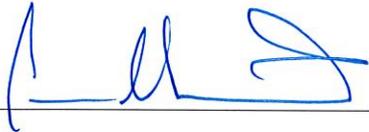
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Administrative Services II	\$55,192.48	\$57,697.93	\$60,208.46	\$62,717.26	\$65,226.10
Regular Hourly Rate	\$29.28	\$30.61	\$31.94	\$33.28	\$34.60
Administrative Services I	\$45,590.92	\$47,505.74	\$49,397.76	\$51,312.57	\$53,204.59
Regular Hourly Rate	\$24.19	\$25.20	\$26.21	\$27.22	\$28.23
Assessor	\$88,423.58	\$97,040.25	\$101,348.59	\$105,634.14	\$109,942.48
Regular Hourly Rate	\$46.91	\$51.48	\$53.77	\$56.03	\$58.32
Asst Assessor/ Ast Dev Officer	\$68,728.30	\$75,361.77	\$78,667.11	\$81,949.66	\$85,346.18
Regular Hourly Rate	\$36.46	\$39.98	\$41.73	\$43.47	\$45.28
Public Works Foreman	\$77,552.07	\$85,305.22	\$89,186.09	\$93,060.10	\$96,939.24
Regular Hourly Rate	\$37.28	\$41.01	\$42.88	\$44.74	\$46.60
Utilities Officer Trainee	\$52,218.89	\$54,507.86	\$56,721.39		
Regular Hourly Rate	\$25.10	\$26.21	\$27.27		
Utilities Officer I	\$67,562.58	\$74,303.74	\$77,699.49	\$81,070.06	\$84,465.80
Regular Hourly Rate	\$32.48	\$35.73	\$37.36	\$38.97	\$40.60
Utilities Officer II	\$77,552.07	\$85,305.22	\$89,186.09	\$93,060.10	\$96,939.24
Regular Hourly Rate	\$37.28	\$41.01	\$42.88	\$44.74	\$46.60
Equipment Operator II	\$66,833.29	\$72,641.78	\$80,752.86		
Regular Hourly Rate	\$32.13	\$34.92	\$38.82		
Equipment Operator I	\$62,712.16	\$68,166.14	\$70,891.42		
Regular Hourly Rate	\$30.15	\$32.77	\$34.08		
Mechanic	\$83,866.84	\$91,414.87	\$99,661.76		
Regular Hourly Rate	\$40.33	\$43.95	\$47.91		
Assistant Mechanic	\$76,927.27	\$83,850.73	\$91,414.87		
Regular Hourly Rate	\$36.98	\$40.31	\$43.95		
Transfer Station Attendant	\$49,929.91	\$53,426.25	\$58,708.51		
Regular Hourly Rate	\$24.00	\$25.69	\$28.23		
Labourer	\$49,929.91	\$53,426.25	\$58,708.51		
Regular Hourly Rate	\$24.00	\$25.69	\$28.23		
Seasonal Staffing II (per hr)	\$22.92	\$25.11	\$26.20	\$27.27	
Regular Hourly Rate					
Seasonal Staffing I (per hr)	\$19.24	\$20.85	\$21.69	\$22.50	
Regular Hourly Rate					
Weed-Pest Control	\$24.99	\$27.15	\$28.26	\$29.34	
Regular Hourly Rate					
GIS Technician (7.25 hours)	\$71,744.53	\$79,372.66	\$83,175.61	\$86,956.33	\$90,825.98
Regular Hourly Rate	\$38.06	\$42.11	\$44.13	\$46.13	\$48.18
Development Officer	\$78,575.94	\$86,201.00	\$90,007.85	\$93,791.90	\$97,644.33
Regular Hourly Rate	\$41.69	\$45.73	\$47.75	\$49.76	\$51.80
GIS & IT Assistant	\$60,206.39	\$62,717.52	\$65,208.39	\$67,820.78	\$70,534.43
Regular Hourly Rate	\$31.94	\$33.28	\$34.60	\$35.98	\$37.42

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

Signed this 16 day of November, 2020.

ON BEHALF OF SADDLE HILLS COUNTY

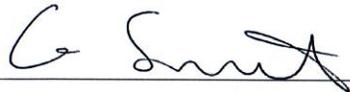
  
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WITNESS  
  
\_\_\_\_\_

ON BEHALF OF THE ALBERTA UNION  
OF PROVINCIAL EMPLOYEES

  
\_\_\_\_\_

  
\_\_\_\_\_

WITNESS

**Letter of Understanding  
between  
Saddle Hills County  
and  
The Alberta Union of Provincial Employees**

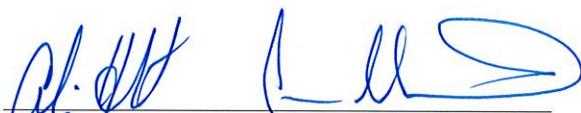
**Service Recognition**

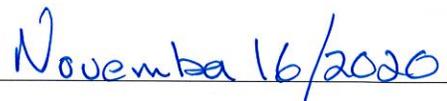
The Parties agree to the following:

This Letter of Understanding contains provisions for determining service with Saddle Hills County for all purposes of the Collective Agreement between the Parties where benefits or other entitlements are based on an Employee's years of service.

1. Years of service recognized by Improvement District of Saddle Hills No. 20 as at December 31, 1994 will be recognized as service to Saddle Hills County. These Employees include:

Wayne Lacey	September - 1975
Norman Hayward	November - 1976
Edwin Berget	July -1987
Cheryl Dwernychuk	May-1990
2. Entitlement to pension benefits will be governed by the applicable provisions of the pension plan(s) and no additional rights or entitlements shall result from the recognition of service contained herein.
3. New Employees joining the County after January 1, 1995 are not covered by this Letter of Understanding.

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

  
\_\_\_\_\_  
Date

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

\_\_\_\_\_  
November 16, 2020  
Date

**Letter of Understanding  
between  
Saddle Hills County  
and  
The Alberta Union of Provincial Employees**

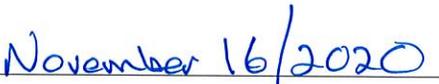
**Northern Travel Benefit**

The Parties agree to the following:

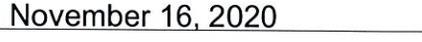
To allow for a part of the annual salary to be used as a travel benefit for personal and medical trips for Saddle Hills County permanent Full time Employees, and seasonal Employees.

1. All regular Employees will be granted a travel benefit, which will appear on their T4 slip.
2. Permanent Full time Employees will be allocated the sum of two thousand five hundred (\$2,500) dollars.
3. Part-time/seasonal Employees allowance will be based on the amount of time they work compared to a full time position. (For example, if position is three quarters (3/4) equivalent, benefit will be one thousand eight hundred and seventy five (\$1,875) dollars.

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

  
\_\_\_\_\_  
Date

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

  
\_\_\_\_\_  
Date

**Letter of Understanding  
between  
Saddle Hills County  
and  
The Alberta Union of Provincial Employees**

**Need for New Hires**

The Parties agree to the following:

1. During the term of the Collective Agreement, if at the discretion of the Employer, it is determined that it is difficult to hire new Employees because of the wage rates in the Collective Agreement, the Employer will meet with the Union and discuss increasing wage rates for new hires and any resulting adjustment for existing Employees.

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

November 16, 2020  
\_\_\_\_\_  
Date

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

November 16, 2020  
\_\_\_\_\_  
Date

**Letter of Understanding  
between  
Saddle Hills County  
and  
The Alberta Union of Provincial Employees**

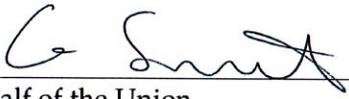
**Disciplinary Action**

The Parties agree to the following:

1. An Employee who has been given written disciplinary action may contact the CAO two (2) years from the date of the discipline to discuss having the discipline removed from the Employee's file. Whether the discipline is to be removed from the file is at the sole discretion of the CAO. The foregoing is not subject to the grievance procedure.

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

November 16, 2020  
Date

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

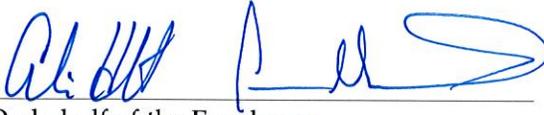
November 16, 2020  
Date

**Letter of Understanding  
between  
Saddle Hills County  
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The Alberta Union of Provincial Employees**

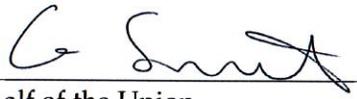
**520 Hours Public Works Employees**

The Parties agree to the following:

1. Regarding s. 13.06 in the collective agreement which expired December 31, 2018 related to 520 hours and calculation of overtime for Public Works Employees, this provision continues in effect until March 31, 2020.

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

November 16, 2020  
\_\_\_\_\_  
Date

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

November 16, 2020  
\_\_\_\_\_  
Date