

ARTICLE 2

Definitions

- 2.01 In this Agreement, unless the context otherwise requires:
- (a) A word used in the masculine gender applies also in the feminine;
  - (b) A word used in the singular may also apply in the plural;
  - (c) "Union" means the Alberta Union of Provincial Employees;
  - (d) "Union Representative" shall mean a representative of the Union that is authorized by the Union to act on behalf of the Employee;
  - (e) "Employee" means a person employed by the Employer who is in the bargaining unit covered by this Collective Agreement and who is employed in one of the following categories:
    - (i) Employees employed in either full or part-time regular positions (referred to as "Full-time Employees" and "Part-time Employees" respectively); or
    - (ii) Employees employed in temporary positions (referred to as "Temporary Employees");
    - (iii) Employees employed in a casual position (referred to as "Casual Employees).
  - (f) "Employer" means Mackenzie County.
  - (g) "Immediate family" means an Employee's spouse (including common-law spouse), son, daughter, mother, or father.
  - (h) "Family member" means an Employee's spouse (including common-law spouse), parents, guardian, parent-in-law, grandparent, grandchild, son, daughter, brother, sister, or the husband or wife of any of them. For Job Protected Leaves, the definition of family member shall be according to the *Employment Standards Code*.
  - (i) "Common-law spouse" means a person of the opposite sex with whom the Employee has been living in a conjugal relationship for at least six (6) months.
  - (j) "Regular Employee" includes both a Full-time Employee and a Part-time Employee.
  - (k) "Probationary Employee" means an Employee, who during his initial period of employment is serving a probationary period;
  - (l) "Temporary Employee" means an Employee who:

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- (i) is hired for more than ~~four (4)~~ **six (6)** months, but has an assigned end date to their employment; or
  - (ii) is hired to replace a Full-time or part-time Employee who is on a leave of absence for a period in excess of ~~four (4)~~ **six (6)** months; or
  - (iii) is hired to replace a Full-time or Part-time Employee who is on leave due to an illness or injury where the Employee has indicated that the duration of such leave will be in excess of ~~four (4)~~ **six (6)** months;
  - (iv) has the option of participating in the Employer's Group Benefit Plan providing the Employee meets the eligibility of said Plan.
- (m) "Casual Employee" is one who:
- (i) is regularly scheduled for a period of four (4) months or less for a specific job; or
  - (ii) relieves for absences the duration of which is four (4) months or less; or
  - (iii) works on a call-in basis and is not regularly scheduled; and
  - (iv) is not entitled to participate in the Employer's Group Benefit Plan.
  - (v) Except where stated to the contrary within the applicable Article, the following provisions of the Collective Agreement will not apply to the Casual Employee:
    - 1. Article 14 – Paid Holidays;
    - 2. Article 16 – Special Leave;
    - 3. Article 17 – Sick Leave;
    - 4. Article 18 – Pension Plan;
    - 5. Article 19 – Maternity Leave;
    - 6. Article 20 – Parental Leave;
    - 7. Article 21 – Court Leave;
    - 8. Article 22 – Leave Without Pay;
    - 9. Article 24 – Lay-Off;
    - 10. Article 25 – Post Abolishment;
    - 11. Article 30 – Grievance; and
    - 12. Article 31 – Arbitration.
- (n) **"Summer/Seasonal Employee" is one who:**
- (i) is hired for a period of up to six (6) months for a specific job;**
  - (ii) whose employment is generally anticipated to occur between April and September;**
  - (iii) is not entitled to participate in the Employer's Group Benefit Plan;**

(iv) Except where stated to the contrary within the applicable Article, the following provisions of the Collective Agreement will not apply to the Summer/Seasonal Employee:

1. Article 14 – Paid Holidays;
2. Article 16 – Special Leave;
3. Article 17 – Sick Leave;
4. Article 18 – Pension Plan;
5. Article 19 – Maternity Leave;
6. Article 20 – Parental Leave;
7. Article 21 – Court Leave;
8. Article 22 – Leave Without Pay;
9. Article 24 – Lay-Off;
10. Article 25 – Post Abolishment;
11. Article 30 – Grievance; and
12. Article 31 – Arbitration.

### ARTICLE 3

#### Scope and Recognition

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

### ARTICLE 10

#### Job Postings Job Vacancies

- 10.01 (a) When a vacancy occurs in a regular position, which the Employer decides to fill, such vacancy shall be posted on the **all primary worksite** bulletin boards for ten (10) calendar days. ~~If all qualifications are the same, preference will be given to present Employees over external applicants.~~
- (b) **Vacancies will be awarded to the applicant who scores the highest in the following criteria: qualifications, job-related skills, training, knowledge, years of service with the Employer, and other relevant attributes.**
- Where applicants are both internal and external, preference will be given to present Employees over external applicants.**

## ARTICLE 11

### Hours Of Work

- 11.01 The regular hours of work for all Employees ~~for the purpose of determining pay, benefits and overtime under this Agreement shall be:~~
- (a) ~~Administrative Employees~~
- ~~The regular hours of work for these Employees shall be 40 hours per week, being comprised of eight (8) hours (8:00 a.m. – 4:30 p.m. with a half-hour lunch break) on five (5) consecutive days per week from Monday to Sunday **Friday**.~~
- (b) ~~Public Works Employees, Agricultural Field Employees and Enforcement Services Employees~~
- ~~The regular hours of work for these Employees shall be forty (40) hours per week comprised of eight (8) hours on five (5) days per week from Monday to Sunday.~~
- (i) ~~An Employee working on road construction or road maintenance shall regularly receive two (2) consecutive days of rest every week except where such days are rescheduled due to weather conditions, in which event days off may be consecutive or split.~~
- (ii) ~~If an Employee working on road construction or road maintenance works on a sixth or seventh day within the week, such work will be compensated at overtime rates unless the Employee agrees to be is given equivalent compensating paid time off in the following week at the applicable overtime equivalent rate.~~
- 11.02 Employees shall regularly receive two (2) fifteen (15) minute paid rest periods, one to be granted before the meal break and one to be granted after. Rest periods shall be taken at the work site unless otherwise approved by the Employee's supervisor. Rest periods cannot be compounded, combined or taken in lieu of time off unless agreed to by the Employer.

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11.03 A meal period of not ~~less~~ **more** than one half (1/2) hour and ~~not more than one (1) hour~~ shall be granted to all Employees at approximately the midpoint of each work period.

11.04 Compressed Work Week Schedules

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

(b) HWAA schedules for Employees shall be defined for the purposes of this Agreement as schedules with regular average hours over the rotation cycle of the schedule not exceeding forty (40) hours of work per week.

(c) The Parties support HWAA schedules as a scheme of employment under the *Employment Standards Code*.

(d) HWAA schedules may have regularly scheduled hours of work as determined by the Employer in excess of eight (8) hours in a day with additional scheduled days off compared to a regular schedule.

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

(e) Averaging over the rotation cycle of the shift shall be based on the period of time required to start at one point of the schedule and return to that same point in the schedule (this being one (1) full rotation cycle). For many schedules, this rotation cycle will be four (4) weeks or longer.

11.05 Reporting Pay

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

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

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

11.08 An Employee who is approved to attend a training course, seminar or conference which necessitates travel outside of the County shall be compensated at the

current overtime rates for the actual hours spent in travel where such travel is in excess of the normal daily or weekly hours of work.

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

ARTICLE 13

Standby

- 13.01 When an Employee is designated to be immediately available to return to work during a period, which he is not on regular duty, he shall be compensated in the amount of:

- (a) ~~Thirty~~ **Forty** dollars (~~\$30.00~~ **\$40.00**) per day Monday through Friday.
- (b) ~~Forty~~ **Fifty** dollars (~~\$40.00~~ **\$50.00**) per day Saturday and Sunday.
- (c) Fifty dollars (\$50.00) per day on Paid Holidays.

- 13.02 When an Employee, while on standby, is unable to report to work when required, no compensation shall be granted for the total standby period.

- 13.03 When an Employee is called back to work during a period on which he was on standby, he shall be compensated for the hours he was on standby as outlined in Clause 13.01 in addition to compensation for the hours worked on call back at the overtime rate.

- 13.04 An Employee shall not normally be required to be on standby on two (2) consecutive weekends or two (2) consecutive paid holidays where other qualified staff are available.

- 13.05 The Employer will provide adequate internet service for SCADA access for on call purposes.

ARTICLE 15

Annual Vacation Leave

- 15.01 An Employee shall not take annual vacation without the prior written authorization of the Employee's immediate supervisor or the Employer.

- 15.02 Vacation entitlement with pay for Full-time Employees shall be as follows:

- (a) 0 months to 7 years                      1.25 days per month (15 days per year)
- (b) 7 years to 15 years                      1.67 days per month (20 days per year)
- (c) 15 years to 20 years                      2.08 days per month (25 days per year)
- (d) After 20 years                              2.5 days per month (30 days per year)

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- 15.03 Part-time Employees shall qualify for a prorated vacation based on the Part-time Employee's regular hours of work compared to the regular hours of a Full-time Employee.
- 15.04 Temporary and Casual Employees will receive vacation pay calculated based on six (6%) percent of their regular earnings.
- 15.05 If one or more paid holidays fall during a Full-time Employee's annual vacation period, another day or days may be added at the end of the vacation period or at a time authorized by the Employer.
- 15.06 Subject to operating needs and with the approval of the Employer, vacation leave may be taken in one continuous period or in separate periods.
- 15.07 Vacation leave in respect of each calendar year of service:
- (a) shall be taken within twelve (12) months after the end of that calendar year unless otherwise mutually agreed; and
  - (b) may be taken at such time or times as may be approved by the Employer.
- 15.08 The Employer shall, subject to operational requirements, make every reasonable effort to grant a Full-time Employee, upon request, at least two (2) weeks of his annual vacation entitlement during the summer months.
- 15.09 Once vacations are authorized, they shall not be changed other than in cases of emergency, except by mutual agreement.
- 15.10 **An Employee may be permitted to carry forward up to fifty per cent (50%) of prior-year earned vacation entitlement which remains unused to the next calendar vacation year.**
- Requests to carry-forward vacation shall be made, in writing, and shall be subject to the approval of the Employer. The carry forward vacation entitlements must be used in the next calendar vacation year or the Employee shall be paid cash in lieu of vacation for such vacation earned but not taken.
- 15.11 Notwithstanding the foregoing, while:
- (a) on layoff;
  - (b) in receipt of compensation from the Workers' Compensation Board;
  - (c) on unpaid absence during which the Employee is in receipt of weekly indemnity as provided for by the disability insurer; or
  - (d) on any other leave of absence in excess of thirty (30) calendar days for any reason,
- an Employee shall cease to accrue vacation entitlement.

ARTICLE 16

Special Leave

- 16.01 A Regular Employee who requires time off from work may be granted special leave, without loss of pay, upon approval of a supervisor at his work place. The circumstances under which special leave may be approved are subject to Section 16.02 and subject to the corresponding yearly maximum number of work days as follows:
- (a) illness within the immediate family – four (4) days;
  - (b) bereavement – four (4) days around the date of the funeral;
  - (c) travel time for illness or medical appointments for the Employee or immediate family member or bereavement – five (5) days;
  - (d) administration of estate – two (2) days;
  - (e) moving household effects – one (1) day;
  - (f) disaster conditions – two (2) days;
  - (g) write examination(s) for courses approved by the Employer – as required;
  - (h) attend funerals as pall-bearer or mourner, for persons not listed in sub-clause 16.02 (b) – time off as required not to exceed one (1) day per funeral;
  - (i) be present at birth or adoption proceedings of the Employee’s child – one (1) day;
  - (j) scheduled banking appointments – one (1) day.
- 16.02 For the purposes of determining eligibility for special leave under Clause 16.01 the following provisions shall apply:
- (a) A Regular Employee who requires time off work, shall be granted leave without loss of pay for a period of up to four (4) working days, plus allowable travel time, if there is an illness in his immediate family.
  - (b) Bereavement – leave of absence will be granted in the event of the death of a Regular Employee’s family member.
  - (c) Travel time for illness or medical appointments within the immediate family or the Employee or for bereavement shall mean for travel where long distances or travel from isolated areas are involved;
  - (d) Administration of estate shall apply only when a Regular Employee has been designated as an executor or administrator of the estate;
  - (e) Moving of household furniture and effects shall apply to a Regular Employee who maintains a self-contained household and who changes his place of residence which necessitates the moving of his household furniture and effects during his normal working hours and if he has not already qualified for such special leave within the preceding twelve (12)

months. In the event the Employee's normal place of employment is moved outside the municipal area, the normal moving allowance shall apply;

- (f) Disaster conditions shall apply for a critical condition which requires an Employee's personal attention in a disaster (flood, fire, tornado) which cannot be served by others or attended to by the Regular Employee at a time when he is normally off duty;
- (g) Mourner – leave of absence will be granted where operational requirements permit subject to the approval of the Employee's immediate supervisor.

16.03 The maximum annual leave specified for each circumstance requiring use of special leave shall not be exceeded. However, family illness leave, bereavement leave and travel time for illness within the immediate family or bereavement may be granted more than once within a calendar year, provided the total special leave granted does not exceed ten (10) working days per calendar year. Additional bereavement leave may be approved by the Chief Administrative Officer when ten (10) days special leave has already been utilized within a calendar year.

16.04 Two weeks' notice may be required for leave requested under Article 16, sub-clause 16.01 (d) and (e).

16.05 Medical Appointments

- (a) Regular Employees may take paid time off to a maximum of two (2) hours on a regular workday for medical appointments without being considered special leave.
- (b) In all cases, the supervisor responsible for the Regular Employee shall be entitled to limit paid time off for medical appointments in order to ensure operational needs are met. Requests for time off for medical appointments shall not be unreasonably denied.
- (c) For the purposes of this Article, medical appointment will include an appointment with a physician, dentist, optometrist, psychologist, chiropractor, acupuncturist and a physiotherapist.

16.06 Compassionate Care Leave

- (a) An Employee with a qualified relative in the end-stage of life shall be entitled to leave of absence without pay, but with benefits at the normal cost-sharing, for a period of up to ~~six (6)~~ **twenty-seven (27)** weeks. The leave may be broken into two different periods. Qualified relative means a person in a relationship to the Employee for whom the Employee would be eligible for the compassionate care benefits under employment insurance legislation.
- (b) Employees may be required to submit to the Employer satisfactory proof (e.g. a certificate issued by the physician who is caring for the ill qualified relative) demonstrating the need for Compassionate Care Leave.

- (c) An Employee must give two weeks' notice of the start date of the leave. However, depending on the circumstances, an Employee may provide less than two weeks' notice.
- (d) An Employee must give two weeks' written notice of the date the Employee will return to work. An Employee and the Employer may agree in writing to a return to work date with less than two weeks' notice.
- (e) An Employee who is on Compassionate Care Leave is considered to be continuously employed for the purpose of calculating annual vacation, termination and other entitlements.

## ARTICLE 17

### Sick Leave

- 17.01 Effective January 1 of each calendar year, Full-time Employees shall be entitled to fifteen (15) days of sick leave credit for that calendar year. Part-time Employees shall be entitled to sick leave credits in each calendar year, based on the proportion of time worked in relation to full-time.
- 17.02 Sick leave benefits shall be applied to maintain a Regular Employee's regular earnings in the event of illness or injury not covered by Workers' Compensation or other benefits provided by the Employer. Sick leave benefits will not be paid for self-inflicted injury or injuries received while in the employ of another Employer.
- 17.03 One (1) day of credit is deducted from accrued credits for each sickness leave day paid.
- 17.04 On any occasion that an Employee is sick more than seven (7) days, short-term disability benefits shall immediately become operative on the eighth (8<sup>th</sup>) day.
- 17.05 At the end of each calendar year Employees shall be offered the election to receive ~~fifty percent (50%)~~ **one hundred percent (100%)** of their unused sick benefits in payment or in time off to be taken not later than their next annual vacation. In the case of termination, Employees shall receive payment of ~~50%~~ **one hundred percent (100%)** of their unused sick benefits using an accrual calculation of one and one-quarter (1 1/4) days of sick benefits for each completed month of employment from the preceding January 1.
- 17.06 Sick leave shall not carry over from calendar year to calendar year.
- 17.07 In any circumstance that an Employee is absent from work for more than three (3) consecutive working days, **or if the Employee returns to work on the third consecutive day and is absent within a twenty-four (24) hour period following their return**, the Employee shall provide the Employer with a proper medical certificate. **The cost of obtaining the medical certificate shall be reimbursed by the Employer.**
- 17.08 The Employer may require an Employee to be examined by a medical doctor;
- (a) in the case of prolonged or frequent absence due to illness; or

- (b) when it is considered that an Employee is unable to satisfactorily perform his duties due to disability or illness;
  - (c) the report of the doctor to the Employer shall be limited to the conclusions and recommendations of the medical information leading to those conclusions and recommendations.
- 17.09 Pursuant to 17.08, the Employee shall be entitled to have his personal physician or other physician of his choice report to the Employer on his conclusions and recommendations of the medical information leading to those conclusions and recommendations.
- 17.10 Pursuant to 17.08 and 17.09, the Employer shall pay all expenses incurred under these clauses.
- 17.11 Where ~~the~~ a physician has provided a recommendation that the Employee is fit to return to work in a modified capacity, the Employer shall make every effort to accommodate the Employee. Failure by the Employer to recognize his duty to accommodate, may lead to termination.
- 17.12 Notwithstanding the forgoing, while;
- (a) on lay-off;
  - (b) in receipt of compensation from the Workers' Compensation Board;
  - (c) on unpaid absence during which the Employee is in receipt of weekly indemnity as provided by the disability insurer; or
  - (d) on any other leave of absence in excess of thirty (30) calendar days for any reason, an Employee shall cease to accrue sick leave entitlements.
- 17.13 Employees are required to apply for Short-Term Disability or Long-Term Disability when they become eligible.
- 17.14 An Employee who is on sick leave is not permitted to be gainfully employed during the period, or to use approved time off for personal financial gain of any sort.

## ARTICLE 18

### Benefits

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

Participation in the plan is optional if the eligible Employee is covered under his or her spouse's plan.

- (c) Extended Health Care - The Employer shall pay the total monthly premium cost for eligible Employees (family or single). Employees will be provided with a plan card.
  - (i) Participation in this plan is optional if the eligible Employee is covered under his or her spouse's plan.
  - (ii) Non-participating Regular Employees at family rates shall receive the monthly family premium paid into a Group Registered Retirement Savings Plan.
  - (iii) Regular Employees without dependents at non-family rate shall receive the difference between family plan rate and single plan rate paid into a Group Registered Retirement Savings Plan.
  - (iv) Vision Care
    - (a) The vision care plan shall be totally funded by the Employer for eligible Employees.
    - (b) Vision care is to include glass coverage of ~~three hundred dollars (\$300.00)~~ **six hundred (\$600.00)** every two (2) years for eligible Employees.
- (d) Dental - The dental plan shall be totally funded by the Employer for eligible Employees.
  - (i) Adult Orthodontic Coverage to a lifetime maximum of ~~\$2,500.00~~ **\$5,000.00**.
  - (ii) Basic Dental of \$1,500.00 per year;
  - (iii) Major Dental of \$2,500.00 per year;
  - (iv) Child Orthodontic Coverage to a lifetime maximum of ~~\$2,500.00~~ **\$5,000.00**.
- (e) Short Term Disability **benefits shall be paid to the Employee at ninety (90%) of the regular hourly rate of pay and shall be self-insured by the Employer.**
- (f) Long Term Disability/Life Insurance/Dependent Life and Accidental Death & Dismemberment plan shall be shared 50% by the eligible Employee and 50% by Employer. Participation is mandatory.
- (g) Benefits in Article 18.01 Sub-clauses (c) and (d) must be taken together and are optional if the eligible Employee is covered under another plan.

- (h) Eligible Employees must have a regular work schedule of at least twenty (20) hours per week to be eligible to participate in the benefit plans outlined in Article 18.01 (b) to (e).
  - (i) **Any Employee that wishes to continue on the Employer's benefit plan during any type of leave (excluding an unpaid Leave of Absence as per Article 22) shall be responsible for 50% of premiums after the first ninety (90) days leave.**
- 18.02 The above conditions provide a summary of the benefits. The plan conditions shall govern eligibility and coverage in all cases and these plan conditions and/or conditions of insurance policies shall not be considered incorporated in this Agreement by reference or necessary intent. The Employer reserves the right to change insurance carriers provided comparable benefits are maintained.
- 18.03 For an Employee in receipt of Long Term Disability, the Employer shall maintain the Employee's pre-disability position, classification and work location for twenty-four (24) months commencing the first day of acceptance on to Long Term Disability.
- 18.04 Each calendar year, the Employer shall provide Regular Employees with a **Health Flexible Spending Account**:
- (a) ~~Effective January 1, 2017,~~ **Effective January 1, 2023**, a Full-Time Employee who has been employed with the Employer for at least six (6) months (after meeting the probationary requirements as per Article 26) will be eligible for a **one thousand five hundred dollar (\$1500.00)** ~~three hundred dollar (\$300.00)~~ **Health Flexible Spending Account**.
  - (b) ~~Effective January 1, 2017,~~ a Part-Time Employee who has been employed with the Employer for at least six (6) months (after meeting the probationary requirements as per Article 26) will be eligible for a **Health Flexible Spending Account** on a pro-rated basis.
  - (c) ~~Effective January 1, 2018 the Health Spending Account shall increase to five hundred dollars (\$500.00).~~
  - (d) Any unused allocation in the Employee's **Health Flexible Spending Account** as of December 31st of each year may be carried forward for a maximum of one (1) calendar year.

#### ARTICLE 24

##### Layoff and Recall

- 24.01 "Layoff" is defined as a temporary separation from employment **due to a result of** lack of work.
- 24.02 The Employer shall provide notice of layoff according to the *Employment Standards Code* to any Employee to be laid off.

- 24.03 (a) All Regular Employees laid off shall be placed on a recall list for a period of six (6) months.
- (b) Any layoff for a period longer than six (6) months shall be considered a position abolishment. ~~An Employee's name shall be removed from the list on his first refusal to return to work.~~
- 24.04 **While there are Employees on recall, no new Employees shall be hired until the vacancy has been offered to those on the recall list, provided they are qualified and capable to perform the work.**
- 24.05 Recalls shall be inverse order of layoff from the position.
- 24.06 In the event a laid off Employee is recalled to **their former position**, he shall receive the same salary rate as he received prior to the layoff.
- 24.07 **Subject to 24.03(b), an Employee's name shall only be removed from the recall list on his first refusal to return to work, once he has been offered a position which keeps him whole to the pre-layoff position.**
- 24.08 Any Employee that has been given notice of layoff shall have the right to waive any recall rights and accept severance as per Article 25 – Position Abolishment, Article 25.01.

#### ARTICLE 26

##### Probationary Employee and Probationary Period

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

#### ARTICLE 27

##### Disciplinary Action

- 27.01 No Employee shall be disciplined or dismissed without just cause.
- 27.02 When an Employee is given a written reprimand, suspension, disciplinary demotion or is dismissed from employment, the Employee shall be informed in writing as to the reason(s) for such action **and such action shall be effected within ten (10) days of the Employer first became aware of the occurrence of the act.**

- 27.03 An Employee who is **notified of an investigation or who is** receiving a written notice of discipline may request a Union ~~Steward~~ **Representative** to be present at the meeting with the Employer.
- 27.04 When an Employee is ~~suspended~~ **disciplined** or dismissed, the Employer shall provide a copy of the disciplinary notice to the Union.
- 27.05 Upon a request for the same being made by the Employee, the Employer will make reasonable arrangements to have an Employee's personal file made available for the Employee to examine under supervision of the Employer.
- 27.06 An Employee who has been subject to disciplinary action may, after eighteen (18) months continuous non-disciplinary service from the date of the disciplinary action, request his personnel file be purged of any record of the disciplinary action.
- 27.07 Under normal circumstances, all Employees shall notify their immediate supervisor on the day of absence. Employees absent for three (3) consecutive workdays without notifying their immediate supervisor shall be considered to have abandoned his position and will be deemed to have resigned unless it is subsequently shown by the Employee that special circumstances prevented him from reporting to his place of work.

## ARTICLE 29

### General

- 29.01 An Employee shall not be charged for unreserved parking space.
- 29.02 Employees who incur travel and subsistence expenses in the performance of authorized Employer business shall be reimbursed for those expenses in accordance with the Employer's policies applied to all staff.
- 29.03 The Employer shall be responsible for the insurance premiums on the mechanic's tools while on Mackenzie County property. The mechanic shall provide Mackenzie County with a complete list of their tools for insurance purposes.
- 29.04 The Employer shall pay Mechanics a tool allowance of ~~five hundred~~ **one thousand** dollars (~~\$500.00~~ **\$1,000.00**) per year to replace tools that have been broken or lost. Claims for this allowance must be submitted by November 30th of the current year with proof of purchase with original receipt.
- 29.05 The Employer shall pay professional fees or dues if required by the Employee, to perform his or her duties.
- 29.06 The Employer shall pay the cost for all medical examinations required to maintain a special license, to perform his or her duties.

## ARTICLE 30

### Grievance Procedure

- 30.01 Definition of Grievance

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

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

30.02 Settling of Grievances

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

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

Step One

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

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

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

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

Step Two

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

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

Step Three

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

30.03 Policy Grievance

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

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

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

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

30.04 Time Limits

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

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

ARTICLE 33

Isolation Pay for Employees Working in Zama City, Alberta

33.01 Full-time Employees assigned to work in Zama permanently will be paid, in addition to their salary, an additional one thousand, two hundred dollars (\$1,200.00) per month per residence or accommodations will be provided. This amount will be pro-rated for any permanent Part-time Employee assigned to Zama.

33.02 Employees whose regular place of employment is not Zama **and is required by their supervisor to stay overnight**, are eligible to receive an additional ~~three~~ **four dollars (\$4.00)** per hour for each hour worked, including callback hours pursuant to Article 12.06. Employees eligible for this benefit will also have their meals and lodging provided by Mackenzie County.

#### ARTICLE 34

##### Term of Agreement

- 34.01 This Agreement shall be in full force and effect from January 1, ~~2019~~ **2023** to ~~December 31, 2022~~ **December 31, 2026**.
- 34.02 The Agreement shall remain in effect unless notice of amendment is served by either Party upon the other not less than sixty (60) days and not more than one hundred twenty (120) days preceding the expiration of the said Agreement.
- 34.03 Where notice is served by either Party, the provisions of this Agreement shall continue until a settlement is agreed upon according to conditions of the *Labour Relations Code*.

#### SCHEDULE "A"

##### Classifications and Pay

Full-time Regular Employees shall be paid according to the following salary schedules. Equivalent hourly rates shall be determined when required for purposes such as overtime pay or Temporary Employee's wage rates according to the normal working hours for the classification. Pay ranges and salaries paid to individual employees are minimums. An Employee may be hired above the Start Rate based on the Employer's assessment of relevant qualifications and experience.

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

##### Casual Employees

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

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

Level 1 to Level 2	6 months
Level 2 to Level 3	12 months

AUPE/Mackenzie County Tentative Agreement  
February 1, 2023

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

Level 3 to Level 4	12 months
Level 4 to Level 5	12 months
Level 5 to Level 6	12 months
Level 6 to Level 7	12 months
Level 7 to Level 8	12 months

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

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

## SCHEDULE "B"

### Wages:

January 1, 2023 – 2% retroactive to January 1, 2023

January 1, 2024 – 2%

January 1, 2025 – 2%

January 1, 2026 – 2%

Effective January 1, 2023, increase the General Maintenance Labourer by \$2.00/hour.

Effective January 1, 2023, move the Administrative Support wage scale to the same wage scale as General Maintenance Labourer.

Effective January 1, 2023, move the GIS Coordinator to the same wage scale as Information Services Technologist.

### Add new classification:

Summer Students placed on the January 1, 2022 General Maintenance Labourer wage steps 1 – 4 only, with grid movement available each year for returning summer employees. General wage increases will be applied to that wage scale as of January 1, 2023.

Weed Inspector placed on the Assistant Agricultural Fieldman wage scale.

### Remove classifications:

Special Constable

Agricultural Fieldman

### Equipment Operators

To go from Equipment Operator 1 to Equipment Operator 2, the Employee must demonstrate ability to work independently with minimal supervision, and demonstrate high technical proficiency on various pieces of equipment through the Employee evaluation process.

Grader Operators start as Equipment Operator 2.

**Salary Increments:**

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

Letter of Understanding

between

Mackenzie County

and

The Alberta Union of Provincial Employees

Northern Travel Benefit

The Parties agree to the following:

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

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

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE