

PROPOSED MEMORANDUM OF SETTLEMENT

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BETWEEN

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ALBERTA UNION OF PROVINCIAL EMPLOYEES

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AND

AND

STRATHCONA COUNTY

STRATHCONA COUNTY

May 11, 2023

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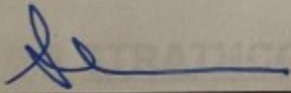
The attached documents constitute a full settlement of all issues and proposals remaining outstanding in the current round of negotiations. This proposed Memorandum of Settlement combined with the previously signed off Articles, and Letters of Understanding will form a Tentative Agreement between the parties, which will be subject to the normal ratification process of each party.

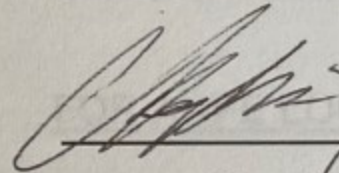
The Parties agree to recommend to their respective principals the terms and conditions contained in the Tentative Agreement.

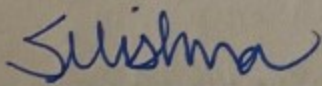
Signed at Sherwood Park, this _____ day of May, 2023.

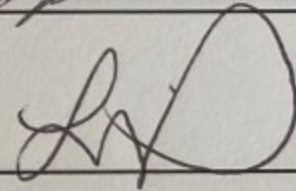
FOR STRATHCONA COUNTY

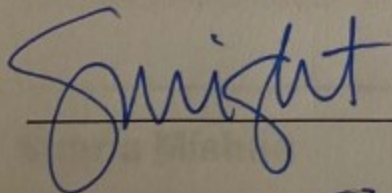
FOR AUPE LOCAL 118

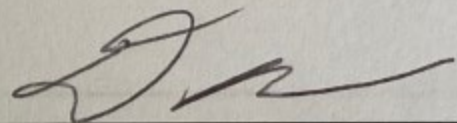


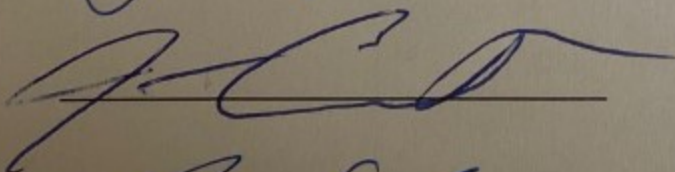


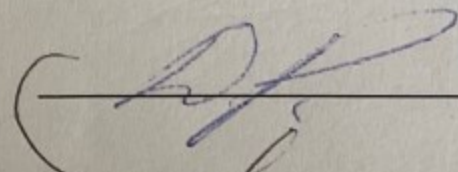


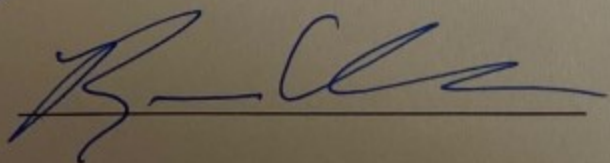


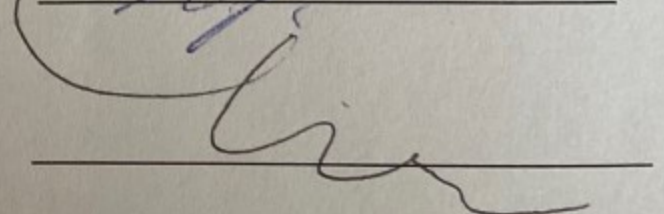












**PROPOSED MEMORANDUM OF SETTLEMENT
BETWEEN**

ALBERTA UNION OF PROVINCIAL EMPLOYEES

AND

STRATHCONA COUNTY

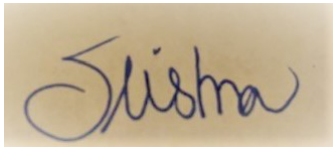
May 11, 2023

The attached documents constitute a full settlement of all issues and proposals remaining outstanding in the current round of negotiations. This proposed Memorandum of Settlement combined with the previously signed off Articles, and Letters of Understanding will form a Tentative Agreement between the parties, which will be subject to the normal ratification process of each party.

The Parties agree to recommend to their respective principals the terms and conditions contained in the Tentative Agreement.

Signed at Sherwood Park, this _____ day of May, 2023.

FOR STRATHCONA COUNTY



Sharla Mishna

FOR AUPE LOCAL 118

THIS AGREEMENT is made this 18th day of April, 2018, A.D. pursuant to the Labour Relations Code of Alberta (2000) as amended.

This Agreement is entered into by and between the Strathcona County, municipal corporation covered by the Collective Agreement (hereinafter referred to as "the County" or "the Employer")

and the Alberta Union of Provincial Employees Local 118/009 (hereinafter referred to as "the Union").

Whereas, the above parties are mutually desirous of entering into a Collective Agreement with the intent and purpose of:

- A. Promoting a harmonious relationship;
- B. Providing for conditions of employment, hours of work and rates of pay;
- C. Establishing the means for prompt and equitable settlement of disputes or grievances between the County and Employees represented by the Union, and;
- D. Encouraging efficiency in operation.

Now therefore, the parties hereto mutually agree as follows:

ARTICLE 1 – DEFINITIONS

1.01 In this Agreement:

- (a) A word used in the singular applies also in the plural. ~~A word used in the masculine applies also in the feminine.~~
- (b) Employee: means a person employed by the Strathcona County in the Public Works Operations, Vehicle and Equipment Services, Transit Services, Materials Management, Water and Wastewater Operations, and as listed in Schedule A.
 - (i) Regular Employees: are Employees who occupy established positions and who have successfully completed the probationary period and work the fully scheduled hours.
 - (ii) Part-time Employees: are Employees who occupy established positions and have successfully completed the probationary period and work less than the fully scheduled hours of Regular Employees.
 - (iii) Temporary Employees: are Employees who are indefinite term Employees or Employees for specific projects, seasonal employment, replacements for Regular Employees who are on illness leave, General Illness, Long Term Disability, Workers' Compensation, Maternity Leave, Parental Leave and Adoption Leave, or other long term leaves of absence. Indefinite term Employees upon completion of more than fifteen (15) months of continuous service will be deemed to be Regular Employees, except if they are covering for an Employee on Long Term Disability, are moving from one Department to another Department for a temporary or seasonal position, or are covering off consecutive leaves, as referenced above. ~~"Continuous service", for the purpose of this clause, means any period of employment that does not include a break in service of more than thirty (30) calendar days.~~
 - (iv) Apprenticed Employees: are Employees who are registered as Apprentices under the Apprenticeship and Industry Training Act.
 - (v) Probationary Employee: means an Employee who during his initial

period of employment occupies an established position during a probationary period.

- (c) Grade: means the step assigned to a class within the pay grid.
- (d) Union Steward: means a person who is selected by the members of the Union to act on behalf of those Employees as empowered by the Union.
- (e) **Union Representative: means a person authorized by the Union to act on behalf of Employees and includes a Union Steward, elected or appointed officer of the Union, or staff representative.**
- (f) Liaison Committee: is the joint Liaison Committee established by the two parties as stipulated within this Agreement.
- (f) Casual Illness: is any illness which may cause the Employee to be absent from work for a period of three (3) consecutive work days or less.
- (g) General Illness: is any illness which causes an Employee to be absent from work for a period of more than three (3) consecutive work days.
- (h) Layoff: includes a reduction in the work force as a result of shortage of work.
- (i) Branch: means
 - (i) Public Works Operations
 - (ii) Vehicle and Equipment Services
 - (iii) Transit Services
 - (iv) Water and Wastewater Services
 - (v) Materials Management
- (j) Classification: means each line in Schedule A.
- (k) Seniority: commences at date of hire, and shall include all continuous **and accumulated service** as a temporary Employee. ~~provided there was no break in service greater than thirty (30) days.~~
- (l) Day: shall mean calendar day.
- (m) **Continuous Service: any period of employment that does not include a break in service of more than thirty (30) calendar days.**
- (n) **Accumulated Service: Total number of regular hours worked, with no break in service of more than six (6) months.**

ARTICLE 2 – JURISDICTION

2.01 During its term, this Agreement shall be applicable to any person employed in the Public Works Operations, Vehicle and Equipment Services, Transit Services, Materials Management and Water and Wastewater Services of Strathcona County, who are described in Schedule A attached hereto, or to positions that fall within the jurisdiction of the Union.

2.02 ~~When additional work is required by the Employer, individuals who have paid Union dues to the Alberta Union of Provincial Employees, Local 118, Chapter 009 in the past twelve (12) months, will be called first and, if available, offered the additional work.~~

ARTICLE 4 - APPLICATION

- 4.01 Regular Employees shall be granted all the terms and conditions of this Agreement.
- 4.02 Part-time Employees shall be granted all the terms and conditions of this Agreement except those conditions which require a particular length of service, such benefits shall be granted on a pro-rata basis in relation to hours of work of full-time employment.
- ~~4.03 Apprenticed Employees as defined within Apprenticeship and Industry Training Act shall be granted all the terms and conditions of this Agreement.~~
- ~~4.04 Temporary Employees shall be entitled to the terms and conditions of this Agreement, except where Regular Employees are referenced. Seniority for employment periods of less than six (6) months shall not be accumulated.~~

ARTICLE 6 - UNION RECOGNITION

- 6.01 The County recognizes the Union as the sole bargaining agent of the Employees covered by this Agreement.
- 6.02 No Union Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this Collective Agreement.

6.03 **New Employees**

The Employer shall supply all new Employees with a copy of the Collective Agreement.

~~6.04 **Monthly Staffing Reports**~~

~~The County recognizes the need of the Union to have required information concerning Employees eligible for membership in the Union and hereby agrees to submit between the sixteenth (16th) day and the last day of each month, the name, address, and position filled by any new Employees assigned to Public Works Operations, Vehicle and Equipment Services, Materials Management, Water and Wastewater Operations and eligible for membership in the Union.~~

The Employer recognizes the importance of new Union Employees receiving an orientation to the Union. To ensure this occurs, the Chapter Executive will be given a list of all newly hired Employees and a representative of the Union shall, within thirty (30) calendar days of the Employees' date of hire, make a presentation to the Employee(s) with respect to the structure of the Union as well as the rights, responsibilities and benefits of membership in the Union.

The Employer will generally, provide the Union with one (1) weeks' advance notice of the Employee's scheduled orientation.

6.04 **No Discrimination**

The parties agree that there shall be no discrimination or coercion exercised or practiced with respect to any Employee for reason of function, membership or legitimate activity in the Union.

The Employer shall exercise its rights in a fair and reasonable manner, nor shall these rights be used in a manner which would deprive any Employee of his

employment, except for just cause.

6.05 **Bulletin Boards**

The County recognizes the right and need of the Union to be able to post notices of meetings and other legitimate Union activities at various sites wherein members of the Union are assigned or employed.

6.06 **Seniority Lists**

County shall maintain a list showing the date upon which each Employee's service commenced. The County shall forthwith provide the Union, upon request, with an up-to-date list and shall, in any event, post an up-to-date list on all bulletin boards where the Employees work on July 1st and January 1st in each year.

6.07 **Union Officers Stewards**

The County recognizes the right of the Union to appoint "Employees" as Union Stewards who are to be recognized as official representatives of the Union.

6.08 **Union Membership**

Each person who becomes employed in positions covered by this Agreement shall automatically become a member of the Union as a condition of employment.

6.09 **Monthly Staffing Reports**

(a) The Employer agrees to remit to the central office of the Union, the amounts equal to the dues that have been deducted from the pay of all Employees by the first working day after the fifteenth (15th) calendar day in the following month. Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be effected in the succeeding month.

(b) The County recognizes the need of the Union to have required information concerning Employees eligible for membership in the Union and hereby agrees to submit on a monthly basis ~~between the sixteenth (16th) day and the last day of each month,~~ the following information: the name, address, phone number, status (regular or temporary), Identification number, classification, starting date and position filled by any new Employees In the bargaining unit. ~~assigned to Public Works Operations, Vehicle and Equipment Services, Materials Management, Water and Wastewater Operations and eligible for membership in the Union.~~

~~The Employer shall provide the Union with a monthly list identifying each Employee, including new or terminated Employees. The list will include Employee name, address, identification number, starting date, classification, and dues deducted for that calendar year.~~

(c) ~~The Employer recognizes the importance of new Union Employees receiving an orientation to the Union. To ensure this occurs, the Chapter Executive will be given a list of all newly hired Employees and a representative of the Union shall, within thirty (30) calendar days of the Employees' date of hire, make a presentation to the Employee(s) with respect to the structure of the Union as well as the rights, responsibilities and benefits of membership in the Union.~~

ARTICLE 8 - JOB DESCRIPTIONS CLASSIFICATIONS & RECLASSIFICATIONS

8.01 The Employer shall make the Employee's job description available.

8.02 **New or Amended Classifications**

The County Administration shall give written notice to the Union of the establishment of any new or amended job descriptions and/or salary classification levels (Schedule A). **If it is established that a higher salary level is appropriate, the new salary shall be retroactive to the date of the classification was created.** Where Union and management representatives ~~through the Liaison Committee~~ are unable to agree within thirty (30) days on either the correct classification of a revised job description or on the compensation level of a new job description, the matter may be advanced to arbitration for the establishment of the compensation for the individuals for which the job description has changed. If a wage change results, the effective date of change shall be determined by the Arbitrator. Both the Employer and the Union will share the cost of the Arbitrator equally. The Arbitrator will be guided by:

- (a) Evidence and submissions of the parties;
- (b) The salary levels in the Collective Agreement;
- (c) The complexity, working conditions and knowledge requirements of the other positions in the Collective Agreement at the time that the new position is established.

However, the Arbitrator shall not be restricted to the existing salary levels.

8.02 **Classification Reviews**

An Employee may at any time bring to management for review, changes that may have occurred to his existing job duties. ~~The Employee/Union, may bring such issues forward to Liaison Committee.~~

8.03 **Reclassification**

When it is necessary to re-classify Regular Employees, the County may re-classify the affected Employees on the basis of Branch seniority, qualifications and ability.

- (a) An Employee to be re-classified may displace any Employee in a lower classification within that Branch that has less Branch seniority providing that the Employee being reclassified is qualified to perform the duties of that position;
- (b) Employees with special qualifications may be exempt from re-classification.

~~8.04 12.02~~ In those cases where re-classification according to Clause ~~12.01~~ **8.03** have occurred and vacancies become available in the affected job classification, those Employees who were previously re-classified downward from that classification, shall be returned to that classification on the basis of their seniority so long as that Employee has maintained the ability and qualifications to be appointed to the position.

~~8.05 12.03~~ ~~An apprentice who begins and completes their apprenticeship with the Employer shall be placed on level 2 of the appropriate trades rate upon confirmation of certification.~~

ARTICLE 9 - POSTING OF POSITIONS, PROMOTIONS AND TRANSFERS

- 9.01 When a position of a Regular or Temporary nature is to be filled, notice of the vacancy shall be posted as soon as reasonably possible for a minimum of one (1) week. The position can be filled by appointment if it is to be filled for a period of less than ninety (90) calendar days.
- 9.02 **If a position with the same job code becomes vacant within six (6) months of the original closing date, the Employer may consider candidates from the original recruitment process, without re-posting. This is not applicable if the original posting was for a temporary position and the vacancy is for a permanent position.**
- 9.02 3 Such notice will contain the following information: **date of the posting**, nature of position, qualifications, required knowledge and education, skills, shift, hours of work, experience, wage rate or range, consistent with the job description.
- 9.03 4 Where there are qualified Union candidates for a posted position, their applications shall be considered first.
- 9.04 5 Where qualified applicants have applied and a suitable candidate has been selected, the Employer shall appoint a candidate to the position within thirty (30) days of the competition closure.
- 9.05 6 ~~Preference in the filling of positions shall be given to Employees of the County over all other persons, where the Employee has the required skills and ability to perform the tasks of the position.~~ **When filling positions or making promotions, qualifications, experience, skills, ability and seniority shall be the governing factors. When filling positions, employees of the County shall be given first preference.**
- 9.06 7 **Trial Period**
 An Employee who is transferred or promoted to another position **within this Agreement** shall be confirmed in that other position within three (3) months unless the Employee wishes otherwise or proves unsatisfactory in the new position, in which case the Employee will be returned to his former position. Any other Employee promoted or transferred because of the displacement of positions shall also be returned to his former position. In any event, Employees promoted or transferred shall be paid at the rate applicable to the new position from commencement of employment in the position until returned to the previous position.
~~(b) In making promotions and filling vacancies, appointments will be made on the basis of qualifications, experience, ability and seniority.~~
- 9.08 **The posting requirements in this Article may be waived by mutual agreement in cases of medical accommodation.**

ARTICLE 10 – SENIORITY

- 10.01 ~~For the purpose of Clauses 10.01 to 10.03 10.10, 12.01 to 12.03 12.02, and 15.01 to 15.06 15.05, seniority shall be defined from the date of continuous service employment in any Branch covered by this Agreement.~~
In accordance with 1.01(k) seniority commences at date of hire, and shall include all continuous and accumulated service as a temporary Employee.
- 10.02(a) ~~Employees who were employed by the County prior to January 1, 1979 and~~

entered in any classification covered by this Agreement on that date shall have their seniority established as the date of continuous **service** employment with the County.

10.023(b) — Seniority shall be retained and accumulated during absences resulting from illness or an accident where the Employee is entitled to compensation, suspension with or without pay less than sixty-one (61) days, approved leave without pay less than sixty-one (61) days.

10.034 (c) — Seniority shall be retained during absences resulting from; layoff (up to eighteen (18) months), suspension with or without pay greater than sixty (60) days, approved leave without pay greater than sixty (60) days, strike or lockout.

10.045 **Where Employees have been laid off and recalled, they shall retain the seniority held at the date of layoff. The Union shall be notified of all recalls.**

10.056(d) — An Employee who accepts an internal permanent position outside this Agreement shall retain the seniority accrued to that time for a period of six (6) months.

10.0210.06 Accumulation of seniority shall recommence from the date the Employee returns to a classification covered by this Agreement and their seniority date shall be adjusted by the period of their absence. ~~This retained seniority shall not be effective in exercising any seniority rights until the Employee has been back in the scope of this Agreement for six (6) months.~~

10.03-10.07 An Employee shall lose their seniority and their name shall be removed from the seniority list for any of the following reasons: voluntary resignation, discharge for cause, layoff for more than eighteen (18) months, retirement, or when an Employee has been employed in a position outside this Agreement for a period of six (6) consecutive months **or more**.

ARTICLE 11 - PERIOD OF PROBATION

11.01 The probationary period for new Employees covered by this agreement in both permanent and temporary positions shall be ~~five hundred (500) hours~~ **one thousand (1000) hours worked.** ~~, with the exception of Employees appointed to the positions listed below, whose probationary period will be one thousand (1000) hours worked:~~

3008	Public Works Technician	3015	Operator I
3009	Public Works Technician II	3016	Operator II
3012	Truck Driver I	3017	Operator III
3013	Truck Driver II	3019	Operations Foreman
3014	Truck Driver III		

3025	Partsman I	3030	V&E Chargehand
3026	Partsman II	3040	V&E Leadhand
3027	Welder	3041	Transit Chargehand
3062	Fleet Services Technician	3042	Transit Leadhand

3021	W&WW Foreman	3052	Utilities Electrician
3038	W&WW Leadhand	3053	Utilities Instrument Technician
3047	Infrastructure Foreman	3051	Ut.Inst Tech/Electrician Dual
3039	Project Foreman	3063	Control Systems Technician
3043	Utility Operator I	3020	W&WW Operator (Collection and Distribution)
3044	Utility Operator II	3049	W&WW Operator (Transmission)
3045	Utility Operator III	3037	Wastewater Infrastructure Operator
3046	Utility Leadhand		

If the Employer identifies performance concerns, written feedback shall be provided to the Employee. Where circumstances warrant an extension, the probationary period may be extended up to an additional two hundred and fifty hours (250) hours upon mutual agreement of the Union and the Employer. ~~may be extended up to an additional 500 hours worked, at the Employer's discretion. The Employee and the Union shall be notified of the extension and the cause for the extension.~~

- 11.02 An Employee who has previously been employed in a position covered by this agreement will have such previous employment considered part of the probationary period provided that a break in service is one (1) year or less and the Employee is returning to the same job.
- 11.03 At any time, an Employee, categorized as probationary, may be released by the ~~Department Head or the County Administration.~~ Such notice of release will be formalized in writing and will give the reason for the Employee being released as soon as practicable ~~following~~ **at the time of the notification** of the release.
- ~~11.04 Employees shall provide at least ten (10) working days written notice of their intention to resign.~~
- ~~11.05 In the event that an Employee terminates his employment with the County without submitting the written notice in compliance with Clause 11.04, the Employee shall not be entitled to receive his regular cheque and/or his final cheque until the next regular distribution of regular wage and salary cheques.~~
- 11.06 4 A Probationary Employee in accordance with Articles 11.01 shall be granted all ~~of the terms and conditions of this Agreement.~~ During the probationary period the County may terminate the employee. The employee or the Union may grieve the termination, but the decision at Level 3 shall be final and binding

and the matter shall not be referred to arbitration under the provisions of this Agreement.

~~however the termination of a Probationary Employee shall not be have access to the application of any grievance procedure for termination of employment as a result of:~~

~~(a) — Unsatisfactory probationary performance; or~~

~~(b) — The abolishment of the position occupied by the Probationary Employee~~

ARTICLE 12 – RECLASSIFICATION

~~12.01 — When it is necessary to re-classify Regular Employees, the County may re-classify the affected Employees on the basis of Branch seniority, qualifications and ability.~~

~~(a) — An Employee to be re-classified may displace any Employee in a lower classification within that Branch that has less Branch seniority providing that the Employee being reclassified is qualified to perform the duties of that position;~~

~~(b) — Employees with special qualifications may be exempt from re-classification.~~

~~12.02 — In those cases where re-classification according to Clause 12.01 have occurred and vacancies become available in the affected job classification, those Employees who were previously re-classified downward from that classification, shall be returned to that classification on the basis of their seniority so long as that Employee has maintained the ability and qualifications to be appointed to the position.~~

~~12.03 — An apprentice who begins and completes their apprenticeship with the Employer shall be placed on level 2 of the appropriate trades rate upon confirmation of certification.~~

ARTICLE 14 - GRIEVANCES

14.01 Statement of Intent

The Employer and the Union recognize the desirability of resolving differences through joint consultation and **respectful and open** discussion. Both will attempt to resolve differences through **exploring interests and options together informally** means where possible, prior to proceeding to formal process.

14.02 Definitions and Scope

(a) A Personal grievance is a dispute regarding:

(i) Alleged unjust treatment or discrimination

(ii) Alleged unfair working conditions

(iii) Any disciplinary action

(iv) Any concern regarding the interpretation, application, operation or

alleged violation of this Agreement, including any questions as to the arbitral nature of the matter.

- (b) Grievances which involve a dismissal or a suspension will commence at level II and shall be initiated in writing within fourteen (14) days of the date when the Employee first became aware of the disciplinary action.
- (c) A Policy Grievance is a dispute between the parties which due to its nature is not properly subject of a Personal Grievance and concerns the interpretation, application, operation or alleged violation of this Agreement, including any questions as to the arbitral nature of the matter.
- (d) **Formal personal grievances shall be initiated within fourteen (14) calendar days from the date of the incident prompting the grievance. Policy grievances shall be initiated either by the Union or the County in writing, within thirty (30) calendar days from the day that the matter giving rise to the grievance came to the attention of the Designated Officer of the Union or Official of the Employer.**
- (d) **Formal grievances shall be in writing (email will suffice) and must state the general nature of the grievance, identify the specific clauses in the collective agreement that are being violated, and provide details with respect to the redress or remedy being sought.**
- (f) "Days" means calendar days.
- (g) A Union member submitting a grievance has the right to be assisted by an attending Union Representative or Union Steward.

14.03

Grievance Process

A Personal Grievance shall be initiated by the Employee as follows:

Level I

~~The grievance shall be taken up with the Employee's manager or designate. an Employee wishes to pursue a Personal Grievance, the Employee and/or Union Representative shall advise the Employee's manager or designate that they wish to initiate a Level I grievance. The Employee and/or the Union representative will discuss the subject of the proposed grievance with the Employee's manager or designate within fourteen (14) calendar days of the receipt of the grievance. date upon which the subject of the grievance, in an attempt to resolve the matter. The manager or designate first level classified supervisor will provide a response to the Employee and/or Union Representative within seven (7) calendar days from when the proposed grievance was discussed.~~

Level II

~~If the Employee continues to be dissatisfied, he should submit the grievance in writing within fourteen (14) days of receiving the response from Level I, to the Department Director. The grievance shall state the general nature of the grievance, the Articles in the Collective Agreement alleged to have been breached and the redress or the remedy sought. The Director, in consultation with Human Resources, will hear the matter and will respond in writing to the Grievor within seven (7) calendar days.~~

Level III

~~If the Union does not accept the decision of the Department Director, they~~

may request in writing within seven (7) days of receiving the Department Directors decision, that the Chief Commissioner review the grievance. The Chief Commissioner shall hear the matter within ten (10) days and will advise the Union of his decision in writing within fourteen (14) days of the hearing;

The Chief Commissioner may designate an Associate Commissioner to hear and decide on Level III grievances;

If the grievance is not settled as a result of the Chief Commissioner's decision, the Union **or the Employer** may refer the matter to arbitration pursuant to the Labour Relations Code.

14.04 **Arbitration Board**

In the event the matter being grieved is presented to an Arbitration Board, each Party shall bear the expense of its respective nominee and shall bear one-half (1/2) of the expenses of the Chairman of the Arbitration Board.

14.05 The Parties may mutually agree to have the matter heard by a single Arbitrator.

14.06 The Arbitration Board by its decision shall not alter, amend or otherwise change the terms of this Collective Agreement.

14.07 All Union members submitting a grievance have the right to be assisted by an attending Union Representative.

14.08 **Procedure and Time Limits**

Extension of Time Limits: Time limitations set out in the above grievance procedure may be extended by mutual agreement between the parties and must be in writing.

Time Limits: Time limits and procedures contained in this grievance procedure are mandatory. Failure to pursue a grievance within the prescribed time limits and in accordance with the prescribed procedures shall result in abandonment of the grievance and all rights and recourse to the grievor.

Failure to reply to a grievance in a timely fashion shall advance the grievance to the next level. Grievances so advanced shall be subject to time limits as if a reply had been made on the last allowable day of the preceding level in the procedure.

14.09 Policy Grievances may be initiated either by the Union or the County in the following manner:

(a) Policy Grievances shall be initiated either by the Union or the County in writing, within thirty (30) calendar days from the day that the matter giving rise to the grievance came to the attention of the Designated Officer of the Union or Official of the Employer. The written notice of the grievance shall be submitted to the President of the Union or the Director, Human-Resources of Strathcona County and shall stipulate the general particulars of the grievance together with reference to the allegedly violated clause of the Agreement;

(b) Grievances submitted in accordance with Clause 14.09 shall be referred to a Grievance Committee which shall endeavour to resolve the difference. This Committee will be composed of two representatives of the County and two members of the Union appointed by the Executive. This Committee shall meet within fifteen (15) calendar days of the submission of the written notice by either party;

- (c) After the parties have met in accordance with the preceding clause, each party will give any decision made in writing to the other party within fifteen (15) calendar days. In the event that the two parties reach a mutually acceptable agreement concerning the matter in question, a written and signed notice of mutual agreement will supersede the aforementioned notice of decision;
- (d) In the event that the parties do not reach a mutually acceptable agreement, or that either party does not accept the written notice of decision of the opposite party within thirty (30) calendar days of the Chief Commissioner's decision as per Clause 14.03 either party may notify the other party in writing of its intention to submit the grievance to arbitration pursuant to the provision of the Labour Relations Code.

ARTICLE 16 – HOURS OF WORK AND OVERTIME

- 16.01 The prescribed regular hours of work for an Employee, other than those referred to in Clause 16.04~~5~~ following, shall be eight (8) hours in any one (1) day or forty (40) hours in any one (1) calendar week or five (5) working day period. Hours worked in excess of the above shall be calculated as overtime hours and shall be paid accordingly. Notwithstanding the above, when an established schedule provides a pattern that is irregular, the forty (40) hours in one (1) calendar week or five (5) working day period shall mean average over a two (2) week period.
- 16.02 **Overtime**
- The overtime pay rates shall be calculated at the rate of two (2.0) times the regular pay rate for all hours worked beyond eight (8) hours in a day.
- 16.03 An Employee may bank overtime hours at the rate it is earned; up to the maximum of forty (40) regular hours within a calendar year. An Employee may request to be paid out for banked hours up to the time equivalent of forty (40) regular hours per calendar year. Banked hours may be taken as time off by Employees after receiving written authorization from the County designated official who shall consider the wishes and application of the Employee. Up to forty (40) banked regular hours may be carried forward into the next calendar year. Banked hours cannot exceed the time equivalent of eighty (80) regular hours at any one time.
- 16.04 For those Employees who are engaged in road construction, road maintenance or the removal of snow from roads or any of those undertakings, for the purpose of calculating overtime, their regular day shall consist of a twenty-four (24) hour period beginning at midnight. The maximum number of hours of work at regular rates of pay shall be those prescribed or allowed under the Employment Standards Code and Regulations thereunder, but shall not exceed:
- (a) Ninety (90) hours bi-weekly, except where permitted under the Employment Standard Code;
 - (b) Eighty (80) hours bi-weekly during the period November 01 to April 30, inclusive;
- 16.05 **Only hours actually worked, paid vacation (including general holidays) and banked time used to supplement hours are used in accumulation of overtime. Sick leave or other paid or unpaid absences are not included.**
- 16.06 For those Employees specified in Clause 16.04 from May 1 to October 31, overtime rates shall be calculated at the rate of two (2.0) times the regular pay rate for all

hours worked beyond nine (9) hours in a day. This article only comes into effect when actually scheduled to work nine (9) hours a day.

16.06 **Posting of Shift Schedules**

Barring unforeseen circumstances and emergency situations, shift schedules shall be posted no less than thirty (30) days before the expiry of the current schedule.

16.07 **Shift Changes**

- (a) When an Employee is required to change from one shift to another shift, the Employer will provide at least twenty-four (24) hours written notice **in advance of the start time of the originally scheduled shift** and ten (10) hours off between shifts.
- (b) If the twenty-four (24) hours written notice and ten (10) hours off between shifts is not provided to the Employee, the Employee will be paid at the rate of two (2.0) times the regular rate of pay for the hours of the first shift worked.
- (c) If the Employee is on regular scheduled days off when the twenty-four (24) hours written notice is posted, the supervisor may contact the Employee directly to provide verbal twenty-four (24) hours notice change in shift.

16.08 An Employee shall be paid for or expected to work for a minimum of three (3) hours if the regular shift is cancelled or rescheduled and the Employee was not notified of such cancellation or rescheduling ~~on or before the day~~ **twelve (12) hours** prior to the cancelled or rescheduled shift.

16.09 When an Employee calls in ill for a work period affected by the preceding Clause 16.08, that Employee will be paid ~~only for the minimum of three (3) hours that he would have been paid had he reported for work in the regular fashion. This clause shall not apply in cases in which the Employee provides proof of attendance at either medical, dental or optical appointments. In such cases, the Employee will be paid for either the half-day or full-day as appropriate to the circumstances and as provided in Clause 21.03 and 21.04.~~

16.10 **Early Reporting**

- (a) When an Employee is requested prior to the conclusion of a shift, to report ~~or work more than two (2) or more~~ hours earlier than his regularly scheduled shift, that Employee **may (subject to operational requirements) be given a choice of leaving work prior to the end of their regularly scheduled shift or being** paid the regular overtime rate for those hours worked prior to the time scheduled for the commencement of the regular shift. The total of the early reporting hours worked and regular shift hours worked will not be less than the number of regularly scheduled hours. **Such early reporting arrangement may continue for two consecutive shifts.**

~~If requested to report early on the second shift the early reporting hours will be at the overtime rate. If requested for a third consecutive shift, Clause 16.07 will apply.~~

- (b) When an Employee is requested prior to the conclusion of a shift to report up to two (2) hours earlier or up to two (2) hours later for the next regular shift, that Employee shall not receive the overtime rate for the earlier or later reporting period. The total of the earlier reporting hours worked and regular shift hours worked will not be less than the number of regularly scheduled hours. If requested to report earlier or later on the second shift

the earlier or later reporting hours will be at the overtime rate. If requested for a third consecutive shift, Clause 16.07 will apply.

16.11 Attendance

When an Employee is unable to report to work, the Employee shall follow the established protocol for their department to report such absence, and at a minimum shall report the absence one (1) hour prior to the start of the shift. ~~within one hour prior to the scheduled shift start time.~~ Failure to comply with this requirement shall result in loss of pay for the shift, and may result in discipline unless the Employee provides a reasonable explanation.

16.121 Work Break

All Employees shall be entitled to one fifteen (15) minute work break in each half day worked, or in any overtime work period in excess of two (2) hours. Such work break shall be taken at the work site and the time of such break shall be approved by the immediate supervisor of each Employee. The work break shall be considered part of a work hour for the purposes of the preceding paragraphs.

16.13 Sand Shift Workers and Sidewalk Crew

Notwithstanding Clause 16.01, when the needs of the operations require it, Sand Shift Workers and Sidewalk Crew may be required to work a modified shift schedule of up to twelve (12) hours. Modified hours of work shall commence annually on the first full pay period commencing on or after October 15 and shall continue until the first full pay period before or after April 15 based on operational need.

- (a) Overtime will be paid to Sand Shift Workers and Sidewalk Crew who exceed 80 hours of work in a bi-weekly pay period.
- (b) Employees working modified hours of work will have all benefits and entitlements which are expressed in terms of daily or weekly entitlement converted to produce the equivalent hours of benefits and entitlements as they would have had if the hours of work had not been modified. This will result in no loss or gain in Employee benefits and entitlements.

ARTICLE 17 - SHIFT AND WEEKEND PREMIUMS

- 17.01 (a) A shift premium of ~~one dollar and forty cents (\$1.40)~~ **one dollar and ninety cents (\$1.90)** per hour shall be paid to all Union Employees for those hours worked between seventeen hundred (1700) hours and zero seven hundred (0700) hours Monday to Friday and for all hours worked on Saturday and Sunday **and holidays.**
- (b) At no time shall shift premium be included with the Employee's regular rate of pay for purposes of computing overtime payments, other premium payments, or any Employee benefits.

ARTICLE 20 - RELIEF AND ACTING INCUMBENT PAY

20.01 Relief & Acting Pay

Any Employee who works in a classification (**within the Bargaining Unit**) with a higher rate of pay in any one (1) shift shall receive the higher rate of pay for each hour worked in the higher classification. If this time period exceeds ninety (90) days, effective the ninety-first (91st) day, the Employee will receive the higher rate of pay for all approved vacation, general holiday, illness, bereavement, and compassionate leave while working in the higher classification.

- 20.02 ~~Notwithstanding the premium in Clause 20.09, An Employee appointed to Leadhand or Project Foreman shall not receive an hourly rate of pay that is less than the "County Department Union Employees" that he is responsible for.~~
- 20.03 Certified Technicians appointed to a seasonal Field Certified Technician assignment shall be paid a premium of one dollar and ten cents (\$1.10) per hour for one (1) complete shift or longer.
- 20.04 Vehicle Serviceman II appointed to a seasonal Field Vehicle Serviceman II assignment shall be paid a premium of one dollar and ten cents (\$1.10) per hour for one (1) complete shift or longer.
- 20.05 The qualification or eligibility of an Employee to relieve or be assigned to a higher classification will be the responsibility of management.
- ~~20.03 An Employee who has become incapacitated by injury or illness may be employed in other work which he can do. Such Employee may not displace an Employee with more seniority.~~
- ~~20.04 An Employee who refuses without good and satisfactory reason, to accept the alternate classification or position, may be suspended immediately. The supervisor issuing the suspension will report the suspension to the Department Head (Human Resources) as soon as possible who will notify the Union Executive.~~
- ~~20.05 Any Employee affected by the preceding Clauses 20.03 and 20.04 and not satisfied with the action recommended in accordance with Clause 20.04, may appeal the re-classification or suspension in keeping with Clause 14.03 of this Agreement.~~
- ~~20.06 Should an Employee who has completed the probationary period be unable to perform his usual duties by reason of the loss or suspension of his motor vehicle operator's license or a similar happening, that Employee may be placed in some other suitable position until the disability ends or is removed. The wages paid during the period of such disability shall be wages appropriate to the position in which the Employee is placed.~~
- ~~20.07 Notwithstanding the above clause, within fourteen (14) days of the suspension, an Employee may be allowed to book unused holidays at the wage prevailing prior to suspension of his operator's license.~~

Acting Incumbent

- 20.08 Any member of the Union may be appointed for one (1) or more days as a **Classified** supervisor and such appointment will not cause the member to be disqualified from the Union.
- 20.09 If any Employee is appointed temporary Classified Supervisor, they shall receive a premium of two dollars and twenty-five cents (\$2.25) per hour in addition to their regular wage rate for one (1) complete shift or longer.
- ~~20.10 Any member of the Union may be appointed for a period of time to the position of temporary Classified Supervisor and such appointment will not cause the~~

member to be disqualified from the Union.

- 20.11 ~~Notwithstanding the premium in Clause 20.09, an Employee appointed to Leadhand or Project Foreman shall not receive an hourly rate of pay that is less than the "County Department Union Employees" that he is responsible for.~~
- 20.12 ~~Certified Technicians appointed to a seasonal Field Certified Technician assignment shall be paid a premium of one dollar and ten cents (\$1.10) per hour for one (1) complete shift or longer.~~
- 20.13 ~~Vehicle Serviceman II appointed to a seasonal Field Vehicle Serviceman II assignment shall be paid a premium of one dollar and ten cents (\$1.10) per hour for one (1) complete shift or longer.~~

ARTICLE 21 - PROVISION FOR ILLNESS AND NORMAL ABSENCE

- 21.01 Sick leave benefits as herein stated are sponsored by the County to protect the Employee in the event of an unavoidable illness or injury not covered by the Alberta Workers' Compensation Act.
- 21.02 ~~When an Employee is unable to report to work, the Employee shall follow the established protocol for their department to report such absence within one hour prior to the scheduled shift start time. Failure to comply with this requirement shall result in loss of pay for the shift, and may result in discipline unless the Employee provides a reasonable explanation. Moved to Article 16~~
- 21.03 A Regular Employee, upon hire, shall be entitled to a maximum of **eighty (80) hours** ~~ten (10) working days~~ per calendar year of leave with pay for any casual illness, which may cause the Employee to be absent from work for a period of three (3) consecutive work days or less. Up to **sixteen (16) hours** ~~two (2) days~~ of unused casual illness leave per calendar year shall be carried over and may be used in the next calendar year. The maximum paid casual illness leave in a calendar year is **ninety-six (96) hours** ~~twelve (12) days~~ including the carry over.
- 21.04 A Temporary Employee after the completion of the standard probationary period, shall be entitled to a maximum of **thirty-two (32) hours** ~~four (4) working days~~ per calendar year of leave with pay for any casual illness, which may cause the Employee to be absent from work for a period of three (3) consecutive work days or less. Temporary Employees with more than six (6) months of service in the current calendar year shall be entitled to an additional **sixteen (16) hours** ~~two (2) working days~~ in the current calendar year, of leave with pay for any casual illness. ~~Up to two (2) days of allotment can be used to attend to illness of immediate family members.~~
- 21.05 Each day or portion of a day of absence due to casual illness used within a calendar year, shall be deducted from the remaining casual illness leave entitlement for that calendar year.
- NEW** **Where an employee terminates and is rehired in the same calendar year, the casual illness allotment will be the amount that they had in their available bank at the time of departure.**
- 21.06 In any case, an Employee may be required to provide satisfactory proof of illness upon return to work, where it can be shown that reasonable doubt exists in respect

to the purpose of an absence claimed to be due to illness. **The employee will be provided the reasons for the request.** Such proof may take the form of a medical certificate signed by a qualified physician, dental practitioner or other professional as deemed appropriate by the Disability Management Supervisor/Human Resources.

21.07 Upon approval (**which will not be unreasonably denied**), time off of two (2) hours or less for doctor appointments will result in no loss of casual illness or regular time. The Employer may require the Employee to submit proof of attendance at a medical, dental or optical appointment when time off work is granted to attend such appointments.

21.08 Each Regular Employee will be entitled to leave of absence with pay for General Illness in accord with the following scale. General Illness is defined as "any illness which causes an Employee to be absent from work for a period of more than three (3) consecutive work days".

To obtain General Illness benefits resulting from the inability of the Employee to perform the duties of his position, a proper medical certificate(s) signed by a qualified physician, dental practitioner or other professional as deemed appropriate by the Disability Management Supervisor/Human Resources is required.

21.09 Family Illness Leave

A Regular Employee shall be entitled to a maximum of twenty-four (24) hours ~~three (3) working days~~ per calendar year with pay to attend to illness of immediate family members as per defined in Clause 22.06.

21.10 A Temporary Employee may use up to sixteen (16) hours ~~two (2) days~~ of their casual illness allotment, as per Clause 21.04 ~~can be used to attend to illness of immediate family members.~~

21.0911 ~~Effective the calendar year following ratification, Sick leave entitlement for illness longer than three (3) working days shall be as follows:~~

(a) After ~~ninety (90) days~~ ~~three (3) months~~ **five hundred (500) hours** of continuous employment the Employee shall receive **one hundred sixty (160) hours** ~~twenty (20) working days~~ at the base rate of pay;

(b) On the first day worked, in the next calendar year sick leave entitlement shall be increased to a maximum **two hundred eighty (280) hours** ~~thirty-five (35) working days~~ at the base rate of pay

(c) On the first day worked, in subsequent consecutive calendar years sick leave entitlement shall be increased to a maximum of **five hundred twenty (520) hours** ~~sixty five (65) working days~~ at the base rate of pay, plus any unused casual illness up to a maximum of **six hundred (600) hours** ~~seventy five (75) working days~~.

21.1012 When a day designated as a Paid Holiday under Clause 23.01 falls within a period

of General Illness, it will be considered as a paid holiday.

21.1213 Transfers, promotions, demotions and/or reclassification shall not affect sick leave entitlement of any Employee.

21.1114 Workers Compensation

- a) An Employee is not eligible to receive sick leave benefits if the absence is due to an injury while in the employ of any other Employer that is covered by Workers' Compensation Benefits.
- b) **Employee's will be eligible to receive benefits in accordance with the County's policies.**

~~21.12 Transfers, promotions, demotions and/or reclassification shall not affect sick leave entitlement of any Employee.~~

~~21.1315 Sick leave entitlement will not be affected while the Employee is in receipt of Alberta Workers' Compensation benefits.~~

~~21.1416 Regular Employees who are eligible to receive Workers' Compensation benefits shall receive full pay from the County for a period not to exceed six (6) months provided that all Workers' Compensation payments are assigned to the County for that period.~~

~~21.1517 Expenses for medical certificates will be the responsibility of the employee, including medical certificates required to support eligibility for casual or general illness. Where the Employer has requested the employee to attend a medical examination and/or obtain additional medical documentation, the Employer shall reimburse the employee for the cost of the documentation (if any).~~

~~21.1618 An Employee who has become incapacitated by injury or illness may be employed in other work which he can do. Such Employee may not displace an Employee with more seniority.~~

~~21.1719 An Employee who refuses without good and satisfactory reason, to accept the alternate classification or position, may be suspended immediately. The supervisor issuing the suspension will report the suspension to the Department Head (Human Resources) as soon as possible who will notify the Union Executive.~~

~~21.1820 Any Employee affected by the preceding Clauses 21.176 and 21.187 and not satisfied with the action recommended in accordance with Clause 20.04, may appeal the re-classification or suspension in keeping with Clause 14.03 of this Agreement.~~

~~21.1921 Should an Employee who has completed the probationary period be unable to perform his usual duties by reason of the loss or suspension of his motor vehicle operator's license or a similar happening, that Employee may be placed in some other suitable position until the disability ends or is removed. The wages paid during the period of such disability shall be wages appropriate to the position in which the Employee is placed.~~

~~21.2022 Notwithstanding the above clause, within fourteen (14) days of the suspension of **their operator's license**, an Employee may be allowed to book unused holidays at the wage prevailing prior to suspension of his operator's license.~~

ARTICLE 22 -LEAVES OF ABSENCE

- 22.01 Other Leaves of Absence, without pay, may be granted at the sole discretion of the County, and in accordance with the Alberta Employment Standards Code, upon written application by the affected Employee at least seven (7) days prior to the beginning date of the applied for Leave of Absence. To be eligible for such leave, an Employee shall have been employed with the County for ninety (90) days of continuous employment, with the exception of reservist leave which is twenty-six (26) consecutive weeks, and must have his application endorsed or approved by the Department Head. The application shall include the reason for the request as well as the dates of the requested Leave of Absence. Such approval should not be unreasonably withheld.
- 22.02 In unusual circumstances or by mutual agreement, the requirement stated in Clause 22.01 for application to be made seven (7) days prior to the commencement of the requested leave of absence may be waived. Application for such waiver is to be made directly to the Department Head.
- 22.03 In the case of an Employee who takes a leave of absence under the provisions of Clause 22.01, the benefits and conditions to which that Employee is entitled as a result of length of service in the County shall not be adversely affected as a result of having been granted such leave of absence.
- 22.04 An Employee on such approved leave may not engage in other employment for gain while on such leave without the express written consent of the County.
- 22.05 **Court and Jury Duty**
Leave of Absence shall be provided to an Employee who is required to serve as a juror, or is subpoenaed as a witness **in a private capacity** in any court proceeding. The Employee shall receive their regular rate of pay and shall remit to the Employer any allowance they may receive for such duty or service.
If the Employee is subpoenaed as a witness to appear in court in their official capacity to give evidence or to produce Strathcona County records, the Employee shall receive their regular rate of pay during regular working hours and is eligible to receive overtime pay to appear during non-work hours. The Employee shall remit to the Employer any allowance they may receive for such duty or service.
The Employee shall present proof of such duty or service and the amount of remuneration or allowance received **in all cases.**
Employees required to appear in court in a capacity other than subpoenaed as a witness or jurist will be granted leave without pay.
- 22.06 **Bereavement Leave**
An Employee shall be granted Bereavement Leave of Absence with pay for not more than five (5) consecutive days because of the death of spouse (includes common-law), child (**includes step, foster child or ward**), parent, (**includes step or foster parent**), brother, sister, parent of spouse, guardian, son-in-law, daughter-in-law, grandchild or any other relative who is a member of the Employee's household, **or the spouse of any of the foregoing.** In addition to the above, the Employer may grant up to one (1) day travel to attend the funeral if the travel is five hundred (500) kilometres or more away.
- 22.07 Leave of absence for one (1) full day, with pay, shall be granted **at the time of to attend the funeral or death** of a grand-parent, grandparent-in-law, ~~brother-in-law~~

or sister-in-law, **aunt, uncle, niece or nephew**, if the funeral is on a work day.

22.08 Upon written application, additional Compassionate or Bereavement Leave of Absence with pay, due to exceptional circumstances, may be granted an Employee at the discretion of the Chief Commissioner.

22.09 One (1) day of leave may be granted without loss of pay or benefits to attend as a pallbearer or mourner for a deceased Employee. Where the family of a deceased Employee requests pallbearers from the Union, the County may grant the necessary leave with pay for up to six (6) pallbearers.

~~22.11~~ ~~22.10~~ **Family Illness Leave**

~~A Regular Employee shall be entitled to a maximum of **twenty-four (24) hours** three (3) working days per calendar year with pay to attend to illness of immediate family members as per **defined in** Clause 22.06.~~

~~22.11 A Temporary Employee may use up to **sixteen (16) hours** two (2) days of **their casual illness** allotment, as per **Clause 21.04** can be used to attend to illness of immediate family members.~~

22.10 **Compassionate Leave**

An Employee shall be granted Compassionate Leave of Absence with pay for not more than five (5) consecutive days because of the critical illness of a member of his immediate family as per **defined in** Clause 22.06 ~~or any other relative who is a member of the Employee's household~~. The Employee shall provide the County with a letter from the attending physician concerning the fact of the critical illness.

Any additional Compassionate Care Leave shall be provided in accordance with Alberta Employment Standards Code.

~~22.11 A Regular Employee shall be entitled to a maximum of three (3) working days per calendar year with pay to attend to illness of immediate family members as per Clause 22.06.~~

~~22.12 One (1) day leave with pay will be allowed for an Employee to be present at the birth or adoption proceeding of an Employee's child, providing such occurrence is on a scheduled work day.~~

22.13 **Maternity Leave**

Maternity Leave will be granted to Employees in accordance with the Alberta Employment Standards Code.

(a) Employees must have been employed with Strathcona County for ninety (90) days of continuous employment.

(b) The maternity leave is not more than sixteen (16) weeks starting at any time during the thirteen (13) weeks immediately before the estimated date of delivery.

(c) The Employee must give six (6) weeks' written notice of the date she intends to begin leave and four (4) weeks' notice of the date she intends to return to work.

(d) **If an Employee's pregnancy results in a miscarriage or stillbirth within sixteen (16) weeks of their due date, they are entitled to sixteen (16) weeks of maternity leave.**

~~22.124~~ **Health Related Portion of the Maternity Leave**

During the one-week Employment Insurance waiting period, Strathcona County will top-up salary to ninety-five percent (95%) of the Employee's regular earnings. Verification that Employees are in receipt of employment insurance benefits is necessary to provide the top-up benefit. A medical certificate must be provided to Human Resources, confirming the date the child was born and the duration of the leave that the physician indicates is health related. During the health-related portion of the maternity leave Strathcona County will top-up salary to ninety-five percent (95%) of the Employees regular earnings. The benefit coverage that the Employee has at the time of her leave will continue during the health related portion of the absence. At the end of this period, parental leave will commence, and benefit coverage will continue if the Employee pays both Employer and Employee portions of the cost of the premiums.

22.135 When a pregnancy interferes with the performance of duties or the Employer has a concern for the Employee's health, the Employer may reassign the Employee's duties at no loss of pay, or by notice in writing to the Employee, require them to commence sick leave under Clause 21.08.

22.1416 **Parental Leave**

Employees who have been employed with Strathcona County for ninety (90) days of continuous employment are entitled to parental leave without pay for a maximum of sixty-two (62) weeks. The Employee must give at least six (6) weeks written notice of the date they intend to begin parental leave and four (4) weeks' notice of the date they intend to return to work. During that time they may receive benefit coverage by paying the Employee and Employer portions of the cost of the premiums.

22.1517 Employees wishing to return to work prior to the agreed return date may do so with two (2) weeks' notice.

22.1618 **Adoption Leave**

One (1) day leave with pay will be allowed for an Employee to be present at the birth or adoption proceeding of an Employee's child, providing such occurrence is on a scheduled workday.

The Employer will grant adoption leave to Employees who are adopting a child. The Employee must have been employed with Strathcona County for ninety (90) days of continuous employment. Written notice of leave must be provided to the Employer at least two (2) weeks before Employees can reasonably expect to obtain custody of the child.

22.1719 If Employees cannot provide at least two (2) weeks written notice, they must notify the Employer immediately after receiving notice of the adoption.

22.1820 Adoption leave consists of not more than sixty-two (62) consecutive weeks of leave without pay within seventy-eight (78) weeks after the child is placed with the adoptive parents. During that time they may receive benefit coverage by paying the Employee and Employer portions of the cost of the premiums.

22.1921 Only one (1) parent of a child referred to in Clause 22.20 will be granted adoption leave under this clause.

22.2022 **Shared Leave**

If both parents are Employees of Strathcona County parental or adoption leave may be taken wholly by one of the Employees or be shared by both. Only one (1)

parent will be granted parental or adoption leave at a time.

22.2123

Anniversary Date

Employees who have been on maternity, parental or adoption leave will have their anniversary date adjusted for evaluation and increment purposes only. They will not earn vacation leave during this period, the exception being for maternity health related reasons.

22.2224

Additional Leave

Leave of absence without pay beyond the approved maternity, parental or adoption leave may be granted upon written application up to a combined maximum of twelve (12) months at the discretion of the Employer.

22.2325

Domestic Violence Leave

Domestic violence leave shall be granted in accordance with the *Alberta Employment Standards Code*.

22.2426

Military Leave

Military leave shall be granted in accordance with the *Alberta Employment Standards Code*.

22.2527

Citizenship Ceremony Leave

Citizenship Ceremony Leave shall be granted in accordance with the *Alberta Employment Standards Code*.

ARTICLE 23 - HOLIDAYS

23.01

Employees shall be entitled to one (1) day's paid leave for each of the following specified or general holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Christmas Floater
Canada Day	Boxing Day
1st Monday in August	Truth and Reconciliation Day

And any other day designated as a General Holiday by the Lieutenant Governor in Council under the Employment Standards Code.

23.02

Employees shall receive the recognized specified or general holidays for which they are eligible, with pay; or other days with pay in lieu of such holidays, or pay in lieu as approved by the County, providing they are available for work immediately preceding and following the days or an otherwise approved leave of absence, or they provide a medical certificate attesting to their illness on the day

prior or following the general holiday.

- 23.03 The provisions for pay in lieu of such specified or general holidays referred to in Clauses 23.01 and 23.02 shall be based on the number of regular hours which would have been worked had that day been a regular working day.
- 23.04 In the event a specified or general holiday falls on an Employee's regular day off, an additional day with pay shall be granted in lieu of that day.
- 23.05 If any of the above specified or general holidays should occur during an Employee's vacation, such vacation shall be extended by one day or an additional day with pay shall be granted in lieu of that day.
- 23.06 Temporary Employees, upon hire, shall be eligible for specified or general holidays as per Clause 23.02.
- 23.07 **With the exception of Sand Shift workers and Sidewalk Crew and those workers that are scheduled to work on Christmas day**, the Christmas Floater holiday shall be observed to give five (5) consecutive days off including the weekend as follows:
- (a) On December 24 when Christmas Day falls on a Tuesday, a Thursday, a Friday or Saturday;
 - (b) On December 27 when Christmas Day falls on a Monday or a Wednesday;
 - (c) On December 28 when Christmas Day falls on a Sunday.

For Sand Shift workers and Sidewalk Crew and those workers that are scheduled to work on Christmas day, the Christmas Floater Holiday shall be observed on December 24th.

ARTICLE 24 – VACATION LEAVE

- 24.01 Annual vacation entitlement with pay shall be as follows:
- (a) An Employee who has completed less than six (6) years of service shall earn vacation leave at the rate of four point sixty-two (4.62) hours per bi-weekly period of continuous service [fifteen (15) days per year] or five point two (5.20) hours per bi-weekly period of continuous service if based on the forty-five (45) hour work week;
 - (b) An Employee who has completed six (6) years but less than fourteen (14) years of service shall earn vacation leave at the rate of six point fifteen (6.15) hours per bi-weekly period of continuous service [twenty (20) days per year] or six point ninety-two (6.92) hours per bi-weekly period of continuous service if based on the forty-five (45) hour work week;
 - (c) An Employee who has completed fourteen (14) years of service but less than twenty two (22) years shall earn vacation leave at the rate of seven point seven (7.70) hours per bi-weekly period of continuous service [twenty-five (25) days per year] or eight point sixty-seven (8.67) hours per bi-weekly period of continuous service if based on the forty-five (45) hour

work week;

- (d) An Employee who has completed twenty two (22) or more years of service shall earn vacation leave at the rate of nine point twenty-three (9.23) hours per bi-weekly period of continuous service [thirty (30) days per year] or ten point thirty-nine (10.39) hours per bi-weekly period of continuous service if based on the forty-five (45) hour work week.

24.02 If Employees become ill on an annual vacation leave for more than three (3) consecutive days paid vacation days, the applicable days will be deemed general illness, and they will have the applicable number of vacation days reinstated upon application and provision of a medical certificate.

24.03 The number of days of vacation leave which may be accumulated by an Employee is limited to the number he can earn in eighteen (18) months of continuous service.

The County will automatically pay out any excess vacation leave over the maximum accumulation at the beginning of each December.

When vacation pay is paid out rather than being taken as vacation, the payout shall be based on the Employee's rate of pay at the time of payout.

24.04 Vacation leave may be taken in the calendar year it is earned. However, vacation leave may not be taken until it has been earned. The vacation leave may be granted as follows:

- (a) In one continuous period;
- (b) As single days off or some other combination;
- (c) If an Employee earns vacation at a rate of four point sixty-two (4.62) hours per bi-weekly period of continuous service, one (1) week vacation leave may be taken as single days off or some other combination provided the total does not exceed five work days in any calendar year;
- (d) If an Employee earns vacation at a rate of six point fifteen (6.15) hours per bi-weekly period of continuous service or seven point seven (7.70) hours per bi-weekly period of continuous service, two (2) weeks' vacation leave may be taken as single days off or some other combination provided the total does not exceed ten (10) work days in any calendar year;
- (e) If an Employee earns vacation at a rate of nine point twenty-three (9.23) hours per bi-weekly period of continuous service, three (3) weeks' vacation leave may be taken as single days off or some other combination provided the total does not exceed fifteen (15) work days in any calendar year.

24.05 In addition to the automatic payout of excess vacation referred to in 24.03, an Employee may be permitted to receive a cash payment in lieu of vacation leave, provided any and all obligations have been met in accordance with Employment Standards legislation and the Employee has received written approval from the Department Head.

Temporary Employees shall have vacation pay added to their bi-weekly pay cheques **and shall be entitled to unpaid vacation leave in accordance with the Employment Standards Code.**

24.06 An Employee who does not complete one (1) full year of service shall be entitled to vacation pay in accordance with the Employment Standards Code and regulations thereunder.

- (a) Temporary Employees will receive vacation pay at four percent (4%) of

their gross regular earnings during their first four thousand (4000) regular standard hours.

- (b) Temporary Employees will receive vacation pay at six percent (6%) of their gross regular earnings after completion of four thousand (4000) regular standard hours.
- (c) If a Temporary Employee has a break in service greater than eighteen (18) months then vacation pay shall be paid at four percent (4%) of their gross regular earnings as per Clause 24.076 a) above.

24.07 Regular vacation leave shall be taken by Employees after receiving written authorization from the County or its designated official who shall consider the wishes and application of the Employee. Length of regular service **Seniority** with the County shall be the determining factor in resolving any dispute or conflict regarding preference for the time at which vacations are to be taken. Changes in vacation scheduling shall be authorized in writing.

24.08 Vacation hours will be paid out at the Employee's base rate in place at the time the vacation is taken.

Summer Vacation Schedules

24.09 Summer Vacation Schedules

Employees must submit summer vacation applications to the Director or his designate by March 15th of each year. The Employer will post schedules, as approved by the Director, by May 1st of each year.

ARTICLE 25 - BENEFIT AND PENSION PLANS

25.01 Benefit Plans

The County shall contribute on behalf of all participating Employees in group insurance and benefit plans, which provide minimum benefit levels agreed upon by the County and the Union at rates outlined in the following clauses:

- (a) The County shall pay seventy five percent (75%) of the total premium for each Union member participating in the Strathcona County Benefit Plan - Life, Accidental Death and Dismemberment and Long-Term Disability Insurance. All members of the Union hired after July 1, 1978, shall be members of the said plan as a condition of employment;
- (b) The County shall pay seventy five percent (75%) of the total premium for each Union member participating in the Extended Health Care option of the Strathcona County Employee Benefit Plan;
- (c) The County shall pay seventy five percent (75%) of the total premium for each Union member participating in the Dental option of the Strathcona County Employee Benefit Plan;
- (d) The County shall pay seventy five percent (75%) of the total premium for each eligible Union member enrolled in the Alberta Health Care Insurance Plan through the Strathcona County.

The County's liability shall be limited to the payment of premiums, where required, for the various plans and the County shall be relieved of any further

liability with respect to the plans.

- 25.02 In the event that the County should undertake to transfer group insurance and benefit plans from one carrier to another, it is agreed that the Union will be consulted prior to the negotiation of such coverage.

Benefits for Temporary Employees

25.03 **Benefits for Temporary Employees**

To be eligible to participate in the Strathcona County Employee Benefit plans, Temporary Employees must meet the following conditions:

- (a) All Temporary Employees who have been employed for twelve (12) consecutive or more, shall receive the same benefits as Regular Employees.
- (b) An exception to the above shall be made for Temporary Employees replacing Regular Employees on long term disability. A Temporary Employee in this situation will be eligible for benefits after six (6) consecutive months of employment.

Pension Plan

25.04 **Pension Plan**

The County participates in the Local Authorities Pension Plan. Participation in this plan is compulsory for "Regular Employees" after they have completed one (1) year of service or immediately if transferring from another Local Authority Board Employer.

- 25.05 The County shall make payroll deductions as follows:

- (a) The County shall deduct legislated Revenue Canada deductions and Local Authorities Pension Plan contributions as required from each bi-weekly pay cheque;
- (b) ~~The current authorized deductions for Canada Savings Bonds will be taken each pay cheque;~~
- (c) The Employee contribution to the Strathcona County Employee Benefit Plan will be deducted from the ~~first bi-weekly pay cheque. each month.~~

ARTICLE 29 - TEMPORARY EMPLOYEES

- 29.01 ~~Temporary Employees shall be entitled to the terms and conditions of this Agreement, except where Regular Employees are referenced. Seniority for employment periods of less than six (6) months shall not be accumulated.~~

- 29.02 A Temporary Employee shall be considered probationary as per Article 11.01 and shall not serve probation for subsequent years of employment unless a break of service of greater than one (1) year has occurred or the Employee is returning to a different position. Temporary Employees shall have access to the application of the grievance procedure except in connection with termination of employment as

a result of either:

- (a) Unsatisfactory performance, or;
- (b) The abolishment of the position occupied by the Temporary Employee.

29.03 For the purpose of determination of Pay Grade and Step a Temporary Employee returning for subsequent employment within one (1) year may be required to undertake the appropriate probationary period unless he is returning to a position in which he has previously fulfilled the probationary requirements.

29.04 When Temporary Employees are recalled, it shall be based on:

- (a) A satisfactory performance evaluation from the previous year of employment;
- (b) The Employee having qualifications to do the job for which he is recalled;
- (c) The Employee's accumulated service.

The opportunity for recall shall exist for six (6) months within the Branch.

This clause will not apply to Employees participating in the NAIT or other post-secondary Water and Wastewater Training Program.

ARTICLE 30 - GENERAL WAGE ADMINISTRATION

30.01 The rates of pay for all Employee members of the Union excluding Apprentices, covered by the Agreement shall be as specified in the attached Schedule A.

Temporary Employees returning for subsequent employment within one (1) year shall have their prior service recognized for the purposes of determining Pay Grade and Step.

30.02 An Employee is entitled to the rates indicated in Schedule A in the following way:

- (a) To Step One (1) upon hiring;
- (b) To Step Two (2) upon completion of the five hundred (500) hours of work in the classification and recommendation of the appropriate supervisor;
- (c) To Step Three (3) upon completion of an additional fifteen hundred (1,500) hours of work in the classification and the recommendation of the appropriate supervisor
- (d) ~~Water & Wastewater Operators step progression is as stated in the Water and Wastewater Job Summary attached to the Collective Agreement.~~ **Water and Wastewater Operators step progression shall be:**
 - (i) To Step One (1) upon hiring;
 - (ii) To Step Two (2) upon completion of five hundred (500) hours of work in the classification, additional qualifications (in accordance with the job description), and recommendation of the appropriate supervisor;
 - (iii) To Step Three (3) upon completion of an additional one thousand eight

hundred and sixty-four (1,864) hours of work in the classification, additional qualifications (in accordance with the job description), and the recommendation of the appropriate supervisor;

(iv) To Step Four (4) upon completion of an additional one thousand eight hundred and sixty-four (1,864) hours of work in the classification, additional qualifications (in accordance with the job description), and the recommendation of the appropriate supervisor;

(v) To Step Five (5) upon completion of an additional one thousand eight hundred and sixty-four (1,864) hours of work in the classification, additional qualifications (in accordance with the job description), and the recommendation of the appropriate supervisor;

(vi) To Step Six (6) upon completion of an additional one thousand eight hundred and sixty-four (1,864) hours of work in the classification, additional qualifications (in accordance with the job description), and the recommendation of the appropriate supervisor;

(e) Construction Operator step progression shall be:

(i) To Step One (1) upon hiring;

(ii) To Step Two (2) upon completion of two thousand (2,000) hours of work in the classification, additional qualifications (in accordance with the job description), and the recommendation of the appropriate supervisor;

(iii) To Step Three (3) upon completion of an additional two thousand (2,000) hours of work in the classification, additional qualifications (in accordance with the job description), and the recommendation of the appropriate supervisor;

(iv) To Step Four (4) upon completion of an additional two thousand (2,000) hours of work in the classification, additional qualifications (in accordance with the description), and the recommendation of the appropriate supervisor.

(f) Water and Wastewater Leadhand step progression:

Water & Wastewater Operator, Steps 1 to 4	Water & Wastewater Leadhand, Step 1
Water & Wastewater Operator, Step 5	Water & Wastewater Leadhand, Step 2
Water & Wastewater Operator, Step 6	Water & Wastewater Leadhand, Step 3

(g) Water and Wastewater Infrastructure Repair Technician step progression:

Water & Wastewater Operator,	W&WW Infrastructure Repair
------------------------------	----------------------------

Steps 1 to 4	Technician, Step 1
Water & Wastewater Operator, Step 5	W&WW Infrastructure Repair Technician, Step 2
Water & Wastewater Operator, Step 6	W&WW Infrastructure Repair Technician, Step 3

~~(h) An appropriate form will be completed and placed in the Employee's personnel file when the wage rate is amended.~~

30.03 Should an Employee not be recommended by the appropriate supervisor for advancement as per Clause 30.02 b), c), **d)** or **e)**, the Administration shall advise that Employee of the reasons in writing, and in addition:

- (a) What action might be taken in order for the wage to be advanced.
- (b) In the event that the wage will not be advanced, what alternate action the administration intended to take.

30.04 An Employee affected by Article 30.03 may file a grievance for a failure to be recommended for an increase.

30.05 The rate of pay established in Schedule A shall apply during the term of this Agreement. Employees shall be paid bi-weekly. On each pay day, each Employee shall be provided with an itemized statement of his wages, overtime and other earnings and deductions.

~~30.06 Flag Person~~

~~The Employer may hire Temporary Employees as Flagperson at a rate in accordance with Schedule A. Should such employees be assigned to any other work they shall be paid in accordance with Clause 20.01. No one shall be regularly assigned duties as Flagperson until they have successfully completed an approved Flagperson's training course. Employees taking the Flagperson training shall be paid the appropriate rate of pay while training.~~

ARTICLE X - DIRECT RESPONSILBE PAY (DRP)

X.01 When a Water and Wastewater Operator or Water and Wastewater Leadhand is assigned to the Utilities On-Call Schedule as On-Call #1, On-Call #2 or Transmission Operator (for emergent calls) and deemed to be in direct responsible charge (DRC), the Employee shall be paid an additional, two dollars and twenty-five cents (\$2.25) per hour on the base rate of pay, for all hours worked between sixteen hundred and thirty (1630) hours and zero eight hundred (0800) hours Monday to Friday and for all hours worked on Saturday and Sunday and Holidays.

(a) At no time shall Operators called out to assist the On-Call #1, On-Call #2 or Transmission Operator with emergency service or other similar callouts receive DRP.

X.02 Where applicable, an Employee shall be eligible to receive DRP in addition to overtime, shift and weekend premiums.

X.03 At no time shall DRP be included with the Employee's regular rate of pay for the purpose of calculating overtime payments, other premium payments, or any Employee benefits.

WAGE INCREASES:

January 1, 2020 – 0.5% - Retro to be paid out within 3 months following ratification

January 1, 2021 – 0%

January 1, 2022 – 1% - Retro will be paid out within three months following ratification

January 1, 2023 – 2.5% - Retro will be paid out within three months following ratification.

The following is included for clarity, but will not form part of the collective agreement:

- Shift Premiums are not retroactive and will be effective on the date of ratification.
- Unless otherwise specified, all changes are effective on the date of ratification.
- Premiums referenced in Article 17 will be included in pensionable earnings.
- The updated grids reflecting agreed upon increases will be provided by May 18, 2023.

The following articles have no amendments and will remain as current, except for any consequential amendments that may arise as a result of other agreed to amendments:

Article 5 – Management Rights

Article 7 – Time off for Union Business

Article 13 – Discipline

Article 18 – Call out & Standby

SCHEDULE A

****To be provided my May 18, 2023.**

SCHEDULE B

<u>EQUIPMENT</u>	<u>MINIMUM OF CLASSIFICATION RATE PAID</u>
Non-Finishing Packers (Rubber Roller, Pad Foot Operator, and combination for non-finishing work)	Equipment Operator I – Step 1
Finishing Packer (Smooth Drum Rollers and combination of finishing work)	Equipment Operator I
Skid Steer / Sidewalk Machine	Operator II TBD
Single Axle Truck	Truck Driver I Equipment Operator I
Sign Truck (Single Axle with Manlift)	Truck Driver II Equipment Operator I
Tracked Dozer	Equipment Operator II
Wheel Loader	Equipment Operator II
Tandem Axle Truck	Truck Driver II Equipment Operator II
Street Sweepers	Equipment Operator II
Truck Plow	Equipment Operator II
Sander	Truck Driver II Equipment Operator II
RPM Snow Blower	Equipment Operator II
Road Reclaimer	Equipment Operator II
PB Patcher Patch Truck	Equipment Operator II
Rubber Tire Backhoe	Equipment Operator II
Graders	Operator II

	Equipment Operator III
Track Hoe	Equipment Operator III + \$0.20 / hour
Paver	Equipment Operator III
Tractor-Trailer	Truck Driver Class 1
Directional Driller	Utility Operator III

Letter of Understanding

Between
Strathcona County
and
The Alberta Union of Provincial Employees, Local 118, Chapter 009

Subject: Classification of the Skid Steer/Sidewalk Machine

1. The parties have agreed to Implement new classifications and associated rates of pay, however there is a dispute regarding the classification of the Skid Steer/Sidewalk Machine outlined in Schedule B.
2. As a result, the parties have agreed that the appropriate classification, of the Skid Steer/Sidewalk Machine, shall be advanced to arbitration (the "Matter").
3. The parties agree that Dev Chankasingh will act as arbitrator.
4. The arbitrators' jurisdiction shall be restricted to deciding whether the Skid Steer/Sidewalk Machine Is properly classified as an Equipment Operator I or an Equipment Operator II.
5. The Matter shall be arbitrated by September 30, 2023. The arbitrator shall Issue a decision within thirty (30) days from the date of the arbitration.
6. The decision of the arbitrator shall be final and binding.
7. The arbitrator shall not alter, amend, or otherwise change any term of the Collective Agreement, Including any of the pay rates or classifications in Schedule A, or any other classifications in Schedule B.
8. Both the Employer and the Union will share the cost of the arbitrator equally.

This letter of Understanding expires December 31, 2023.

Letter of Understanding
Between
Strathcona County
and
The Alberta Union of Provincial Employees, Local 118, Chapter 009

Subject: Implementation of New Classifications and Grid Placements

1. The new classifications and corresponding rates of pay (new Schedule A & B) shall be implemented within three (3) months of the arbitrator rendering their decision regarding the classification of the Skid Steer/Sidewalk Machine.
2. Upon implementation of the new Schedule A, if an Employee's wage rate falls between 2 steps, the Employee's rate of pay will be adjusted to the next higher rate of pay on the grid.
3. Employees with hours worked at the Operator II classification prior to implementation of the new Schedule A ratification, including such hours worked on the Skid Steer/Sidewalk Machine, shall continue to have such hours recognized.
4. The following positions will be reclassified as follows:
 - Truck Driver 1 and Operator 1 positions will be reclassified as Equipment Operator 1;
 - Truck Driver 2 and Operator 2 positions will be reclassified as Equipment Operator 2;
 - Truck Driver 3 positions will be reclassified as Truck Driver Class 1;
 - Operator 3 positions will be reclassified as Equipment Operator 3;
 - Utility Operator 1, 2 and 3 positions will be reclassified as Construction Operator;
 - Labourer 1, 2 & 3 positions will be reclassified as PW Labourer.

This letter of Understanding expires December 31, 2023.

Strathcona County

and

Alberta Union of Provincial Employees (AUPE Local 118 Chapter 9)

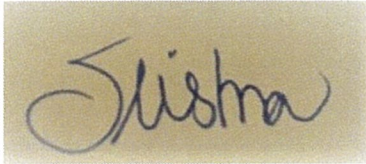
Employer Proposal February 18, 2021

ARTICLE 15 - LAYOFFS AND RECALLS

- 15.01 Prior to any layoff affecting Regular Employees of the County, the parties will meet and endeavour to reduce the ~~affect~~**effect** of such layoffs on Union members. Consultation shall occur prior to the issuance of any layoff notice to Union members. The Union shall be represented at such meetings by the following Chapter Officers; Chair, Secretary, Chief Union Steward and the AUPE Staff Representative or such other persons as designated by the Union, but in any event there shall be no more than four (4) representatives from the Union. Union members attending such meetings shall not suffer any loss of pay.
- 15.02 If a layoff is to be effected within a Branch, Temporary Employees will be laid off before any Regular Employees. If the staff of any Branch is to be reduced, the County shall first determine the number of positions to be reduced within each classification within that Branch. Those Employees with the least amount of seniority within a Branch shall be the first Employees removed from those classifications that are to be reduced. Those Employees who are to be removed from a position may displace any Employee in a lower classification within that Branch that has less Branch seniority providing that the Employee notified of layoff is qualified to perform the duties of the lower position.
- 15.03 The County will notify, or pay in lieu of such notice, the Employees who are to be laid-off according to the Employment Standards Code. The Union shall be advised at the same time as the Employee is notified.
- 15.04 Regular Employee(s) shall be recalled in the order of their seniority (the most senior Employee laid off shall be the first to be recalled) providing they have the necessary qualifications and ability to do the work. The opportunity for re-employment shall exist for eighteen (18) months.
- 15.05 Recall notice shall be by either text or email to the Employee's last contact information on record with the County. If the Employee fails to respond within

forty-eight (48) hours, the Employer shall send the recall notice by registered mail to the Employee's last address on record with the County. It is the responsibility of each Employee to notify the County promptly in writing of any change of address or contact information. When recalled, an Employee who fails to report to work within fifteen (15) days of the date of recall notice shall forfeit his claim to re-employment.

~~15.06~~ ~~Where Employees have been laid off and recalled, they shall retain the seniority held at the date of layoff. The Union shall be notified of all recalls.~~ **NOT TO BE DELETED BUT RATHER MOVED TO SENIORITY ARTICLE (ARTICLE NUMBER TO BE DETERMINED).**



Sharla Mishna
Strathcona County



Merryn Edwards
AUPE

Strathcona County

and

Alberta Union of Provincial Employees (AUPE Local 118 Chapter 9)

Employer Proposal February 18, 2021

ARTICLE 19 - EMPLOYEE ALLOWANCES

19.01 Safety Equipment Allowance

- (a) Each Regular Employee who has completed the initial period of probation as required in Clause 11.01 of this Agreement shall be reimbursed by the County to a maximum of two hundred dollars (\$200) per calendar year as an allowance for the purchase of safety equipment or upgraded safety equipment not supplied by the County which must include, but is not limited to, C.S.A. approved safety footwear. A valid receipt(s) as evidence of the purchase of C.S.A. approved safety footwear and safety equipment must be presented. The Employee may carry over into the next calendar year any unused amount of his current years boot allowance. The maximum carry over in any one year cannot exceed two hundred dollars (\$200). The Department Head, if he feels it is necessary, may approve for reimbursement a second pair of boots in a calendar year up to the value of the annual boot / safety equipment allowance.
- (b) Each Temporary Employee, after the completion of the probationary period, shall be reimbursed by the County to a maximum of one hundred and fifty dollars (\$150) per calendar year as an allowance for the purchase of safety equipment or upgraded safety equipment not supplied by the County which must include, but is not limited to, C.S.A. approved safety footwear. A valid receipt(s) as evidence of the purchase of C.S.A. approved safety footwear and safety equipment must be presented. The Temporary Employee may carry over into the next calendar year any unused amount of his current years boot allowance. The maximum carry over in any one year cannot exceed one hundred and fifty dollars (\$150).
- (c) Upgraded safety equipment may include but is not limited to:
- Molded ear plugs
 - Prescription safety lenses/glasses
 - Upgraded gloves

- Welding (individual) shields

Approval will not be unreasonably denied.

19.02

Meal Allowance

If an Employee is authorized to work overtime of more than two (2) consecutive hours immediately following his scheduled daily hours on a normal working day and purchases a meal for consumption during a break in the overtime period or immediately following completion of the overtime period, a dinner meal allowance may be claimed in accordance with the ~~County Employee Business Expense Policy (HUM-001-026)~~ **County policies.**

19.03

If an Employee is authorized to work more than four (4) consecutive hours on a call out situation a meal allowance may be claimed in accordance with the ~~County Employee Business Expense Policy (HUM-001-026)~~ **County policies.**

19.04

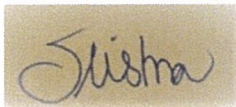
Tool Allowance

The Employer shall pay a six hundred dollar (\$600) per year tool allowance to Certified Technicians and Vehicle Serviceman. The Employee may carry over into the next calendar year any unused amount of the current year's tool allowance. The maximum carry over in any one year cannot exceed six hundred dollars (\$600). Reimbursement shall be made once proof of purchase is provided and approved.

19.05

Mileage

When an Employee reports to his first designated work place of the day and then is directed to use his personal vehicle to move from one job site to another during his work shift he shall be reimbursed for mileage as follows: between his first designated workplace to his last designated workplace of the day. Mileage reimbursement shall be claimed in accordance with the ~~County Employee Business Expense Policy (HUM-001-026)~~ **County policies.**



Sharla Mishna
Strathcona County



Merryn Edwards
AUPE

Strathcona County

and

Alberta Union of Provincial Employees (AUPE Local 118 Chapter 9)

February 19, 2021

The parties agree on clauses 24.01, 24.02, 24.03, 24.04, 24.05, 24.06, 24.08, and 24.09. The Union proposal for clause 24.07 is still outstanding.

ARTICLE 24 - VACATION LEAVE

24.01 Annual vacation entitlement with pay shall be as follows:

- (a) An Employee who has completed less than six (6) years of service shall earn vacation leave at the rate of four point sixty-two (4.62) hours per bi-weekly period of continuous service [fifteen (15) days per year] or five point two (5.20) hours per bi-weekly period of continuous service if based on the forty-five (45) hour work week;
- (b) An Employee who has completed six (6) years, but less than fourteen (14) years of service shall earn vacation leave at the rate of six point fifteen (6.15) hours per bi-weekly period of continuous service [twenty (20) days per year] or six point ninety-two (6.92) hours per bi-weekly period of continuous service if based on the forty-five (45) hour work week;
- (c) An Employee who has completed fourteen (14) years of service, but less than twenty-two (22) years shall earn vacation leave at the rate of seven point seven (7.70) hours per bi-weekly period of continuous service [twenty-five (25) days per year] or eight point sixty-seven (8.67) hours per bi-weekly period of continuous service if based on the forty-five (45) hour work week;
- (d) An Employee who has completed twenty-two (22) or more years of service shall earn vacation leave at the rate of nine point twenty-three (9.23) hours per bi-weekly period of continuous service [thirty (30) days per year] or ten point thirty-nine (10.39) hours per bi-weekly period of continuous service if based on the forty-five (45) hour work week.

24.02 If Employees become ill on an annual vacation leave for more than three (3) consecutive ~~days~~ paid vacation days, the applicable days will be deemed general

illness, and they will have the applicable number of vacation days reinstated upon application and provision of a medical certificate.

24.03 The number of days of vacation leave which may be accumulated by an Employee is limited to the number he can earn in eighteen (18) months of continuous service.

The County will automatically pay out any excess vacation leave over the maximum accumulation at the beginning of each December.

When vacation pay is paid out rather than being taken as vacation, the payout shall be based on the Employee's rate of pay at the time of payout.

24.04 Vacation leave may be taken in the calendar year it is earned. However, vacation leave may not be taken until it has been earned. The vacation leave may be granted as follows:

- (a) In one continuous period;
- (b) As single days off or some other combination;
- (c) If an Employee earns vacation at a rate of four point sixty-two (4.62) hours per bi-weekly period of continuous service, one (1) week vacation leave may be taken as single days off or some other combination provided the total does not exceed five work days in any calendar year;
- (d) If an Employee earns vacation at a rate of six point fifteen (6.15) hours per bi-weekly period of continuous service or seven point seven (7.70) hours per bi-weekly period of continuous service, two (2) weeks' vacation leave may be taken as single days off or some other combination provided the total does not exceed ten (10) work days in any calendar year;
- (e) If an Employee earns vacation at a rate of nine point twenty-three (9.23) hours per bi-weekly period of continuous service, three (3) weeks' vacation leave may be taken as single days off or some other combination provided the total does not exceed fifteen (15) work days in any calendar year.

24.05 In addition to the automatic payout of excess vacation referred to in 24.03, an Employee may be permitted to receive a cash payment in lieu of vacation leave, provided any and all obligations have been met in accordance with Employment Standards legislation and the Employee has received written approval from the Department Head.

Temporary Employees shall have vacation pay added to their bi-weekly pay cheques **and shall be entitled to unpaid vacation leave in accordance with the**

Employment Standards Code.

- 24.06 An Employee who does not complete one (1) full year of service shall be entitled to vacation pay in accordance with the Employment Standards Code and regulations thereunder.
- (a) Temporary Employees will receive vacation pay at four percent (4%) of their gross regular earnings during their first four thousand (4000) regular standard hours.
 - (b) Temporary Employees will receive vacation pay at six percent (6%) of their gross regular earnings after completion of four thousand (4000) regular standard hours.
 - (c) If a Temporary Employee has a break in service greater than eighteen (18) months then vacation pay shall be paid at four percent (4%) of their gross regular earnings as per Clause 24.07 6a) above.

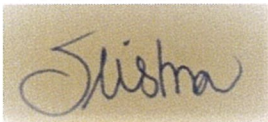
24.07 [OUTSTANDING]

24.08 Vacation hours will be paid out at the Employee's base rate in place at the time the vacation is taken.

Summer Vacation Schedules

24.09 Summer Vacation Schedules

Employees must submit summer vacation applications to the Director or his designate by March 15th of each year. The Employer will post schedules, as approved by the Director, by May 1st of each year.



Sharla Mishna
Strathcona County



Merryn Edwards
AUPE

Strathcona County

and

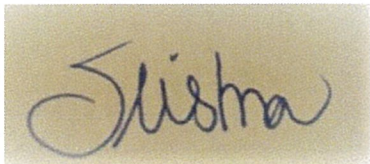
Alberta Union of Provincial Employees (AUPE Local 118 Chapter 9)

Employer Proposal February 18, 2021

ARTICLE 26 - LIAISON COMMITTEE

- 26.01 The parties agree that there shall be a Liaison Committee established for the purpose of discussing and dealing with matters of mutual concern. The Committee shall consist of not less than two (2) representatives of both the County and the Union.
- 26.02 On the part of the County, one of the members will be the Department Head (Human Resources) or his designate; and, on the part of the Union, one of the members will be the assigned Membership Services Officer or his designate.
- 26.03 Where the Liaison Committee determines, or accepts a recommendation from the Safety Committee, that coveralls or other such items should be provided for the protection of the Employee's personal garments, such items should be provided, and replaced, upon approval of the designated official.
- 26.04 The Liaison Committee shall meet not less than once each month, but such meetings may be waived by mutual consent.
- 26.05 The rules of procedure for the Liaison Committee meetings shall be developed and agreed upon by the Committee itself and the recorded minutes of each meeting will be signed by a representative of each group.
- 26.06 The Chairmanship of the Committee will alternate in presiding over the meetings between the officials referred to in Clause 26.02.
- 26.07 The Liaison Committee shall not have jurisdiction over wages or any matter of collective bargaining including the amending or administering of this Agreement. The Committee shall also not supersede the lawful activities of any other committee of the County or the Union and shall not have the power or authority to bind either Party to any decisions reached in their discussions. The Committee shall have only the power to make recommendations to the County or to the Union with respect to its decisions.

~~26.08~~ Notwithstanding Clause 26.07, the Liaison Committee may review job descriptions and/or classifications pursuant to Clauses 8.01 and 8.02.

A rectangular area containing a handwritten signature in blue ink that reads "Sharla".

Sharla Mishna
Strathcona County

A handwritten signature in black ink that appears to read "Merryn".

Merryn Edwards
AUPE

Strathcona County

and

Alberta Union of Provincial Employees (AUPE Local 118 Chapter 9)

Employer Proposal February 18, 2021

ARTICLE X – NOTICE OF RESIGNATION

- X.XX Employees shall provide at least ten (10) working days written notice of their intention to resign.
- X.XX In the event that an Employee terminates his employment with the County without submitting the written notice in compliance with Clause ~~11.04X.XX~~, the Employee shall not be entitled to receive his regular cheque and/or his final cheque until the next regular distribution of regular wage and salary cheques.



Sharla Mishna
Strathcona County



Merryn Edwards
AUPE

Strathcona County

and

Alberta Union of Provincial Employees (AUPE Local 118 Chapter 9)

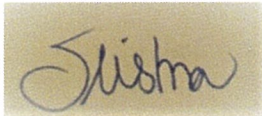
Employer Proposal February 19, 2021

Delete LOU – Level 1 Grievance Procedure

Delete LOU – Casual Vehicle Transporter Classification

Delete LOU – Administrative Changes to the Collective Agreement

Delete LOU – Vacation



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Partial sign off March 15, 2021

The parties agree on clauses 3.01 (with the exception of the effective date, as noted below), 3.02, 3.03, 3.04, and 3.05. The term of the agreement in 3.01 is outstanding. Both parties have proposed a three-year term ending December 31, 2022. However final agreement on term shall be subject to agreement on other terms and conditions in this agreement.

ARTICLE 3 – TERMS OF AGREEMENT

3.01 This Agreement shall be binding and remain in effect from the date upon which both parties exchange notice of ratification by their principals ~~from January 1, 2017 until December 31, 2019~~ [EFFECTIVE DATE IS OUTSTANDING] and shall continue from year to year thereafter unless either party gives the other notice in writing in accordance with the Labour Relations Code in effect at the time.

3.02 ~~Where notice to negotiate amendments for a new Agreement has been given, this Agreement shall continue in force and effect during the period that the parties bargain for a new Collective Agreement or in accordance with the Labour Relations Code in effect at the time.~~

Either party may give to the other not less than sixty (60) nor more than one hundred and twenty (120) calendar days prior to the termination of this agreement notice in writing of its intention to commence collective bargaining. Collective bargaining shall be conducted in accordance with the provisions of the *Labour Relations Code*.

Where notice is served by either party under the Labour Relations Code, provisions of this Collective Agreement shall continue until either:

- (a) a settlement is agreed upon and a new Collective Agreement signed; or**
- (b) a settlement is not agreed upon and then this Collective Agreement shall remain in effect until a strike or lockout commences as provided in the Labour Relations Code.**

Any notices shall be served in accordance with the *Labour Relations Code*.

3.03 Notwithstanding anything in this Article, any portion of this Agreement may be opened for negotiations between the County and the Union at any time provided

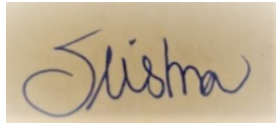
that both parties agree.

3.04 Notwithstanding the foregoing, the parties may mutually agree to amend the terms and/or condition of employment.

In such cases, the agreement must be in writing and executed by authorized representatives of the parties to the Agreement.

3.05 Within one (1) month of the ratification of this Agreement, the Department Head (Human Resources) shall convene a meeting of all supervisory personnel to review the contract in an attempt to achieve consistency and fairness. The Union will be invited to be represented at this meeting.

3.06 **The Employer and the Union shall equally cost share the printing of this Agreement. Printing of this agreement shall be the responsibility of the Union.**



Sharla Mishna
Strathcona County



Merryn Edwards
AUPE

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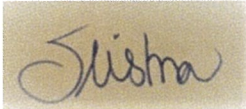
Sign off March 15, 2021

ARTICLE 27 - OCCUPATIONAL HEALTH AND SAFETY

- 27.01 All Employees must comply with the approved departmental and OH&S dress code as a condition of employment.
- 27.02 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.
- 27.03 The Employer and the Union recognize the importance of a safe and healthy workplace. The Employer and the Union will cooperate in the promotion of occupational health and safety and the prevention of incidents. The Employer and Employees will take reasonable steps to eliminate, reduce or minimize workplace hazards.
- The Employee shall immediately notify his/her supervisor in the event that an incident either results in a "near miss" or a workplace accident resulting in a loss or injury.
- 27.04 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.
- 27.05 Personal protective clothing and safety equipment shall be provided by the Employer, and worn by the Employee, as required by the Occupational Health and Safety Act and Regulations thereto at no cost to the Employee. All protective clothing and safety equipment supplied by the Employer shall be maintained by the Employer and remain the property of the Employer.
- 27.06 The Employer shall provide on an as needed basis to Employees the following: coveralls, winter gear (which includes coveralls or winter jacket/pants), rain coat and rain pants. Temporary Employees shall return all clothing to the Employer at the termination of their temporary employment. The clothing as outlined in this clause will be provided, repaired or replaced at the discretion of the Employer.
- 27.07 Joint OHS Committee

The Joint Occupational Health and Safety Committee shall be composed of representatives of the Employer and Employees, one of whom is appointed by the Union as a representative of the local Chapter. The Committee shall meet regularly to discuss, communicate and make recommendations on the implementation of the health and safety program.

An Employee who attends a Joint OHS Committee meeting that is scheduled outside of their regular shift, shall be paid at their base hourly rate of pay for a minimum of two (2) hours, or the length of the meeting whichever is greater. There shall be no minimum guaranteed compensation if the meeting is contiguous with a normal working period.



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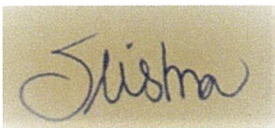
Employer Proposal April 12, 2021

ARTICLE 30 - OVERPAYMENT

30.xx In the event of an overpayment, the County shall notify the employee that an overpayment has been made **within six (6) months of the date of the last overpayment**. The County is authorized to recover any overpayment from an Employee and will **discuss** options with the Employee regarding how that overpayment is repaid.

30.xx **In the event that the parties cannot agree on a repayment plan, the Employer shall recover the overpayment by deducting up to ten percent (10%) of the Employee's gross earnings, per pay period, until the overpayment has been fully repaid.**

30.xx If the Employee is terminated for just cause or resigns before full repayment is made, the remainder of the repayment shall be recovered from the Employee's final pay.



Sharla Mishna
Strathcona County



Merryn Edwards
AUPE

Strathcona County

and

Alberta Union of Provincial Employees (AUPE Local 118 Chapter 9)

Employer Proposal April 12, 2021

Letter of Understanding

Between

Strathcona County

and

The Alberta Union of Provincial Employees, Local 118, Chapter 009

Subject: Registered Apprenticeship Program (RAP)

The Registered Apprenticeship Program is an apprenticeship program for high school students, providing students with the opportunity to start learning and practicing their future trade while in high school. The Employer and the Union jointly support the RAP program with the understanding that no current Employee will be laid off as a direct result of participation in the program. The parties agree that employees employed under the RAP program are included in the bargaining unit.

1. Employment under the RAP program will be on a casual basis for the duration of the student's participation in the program. Hours of work will be as agreed to between the Employer, student, and educational institution as outlined in the RAP program contract.
2. Hours worked while participating in the RAP program are not considered continuous employment toward permanent status.
3. The rate of pay while participating in the program, and all other specific terms and conditions of employment, will be determined by the employer and the educational institution. The following terms will continue to apply as outlined in the Collective Agreement:
 - **Union Recognition – Article 6** ~~Union Membership – Clauses 5.08 and 5.09~~
 - Occupational Health and Safety – Article 13
 - Grievances – Article 7
 - Application of the grievance procedure shall apply, except for termination of employment as a result of unsatisfactory probationary employment, or failure to

comply with the terms and conditions of the RAP program contract.

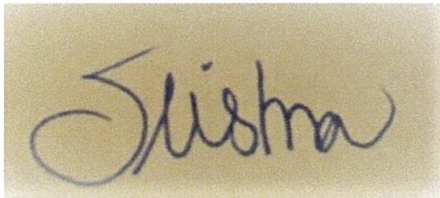
4. RAP students will be laid off upon completion of participation in the RAP program.

Guy Smith, President
AUPE

Debra Smith, Human Resources Director
Strathcona County

Date

Date



Sharla Mishna
Strathcona County

Merryn Edwards
AUPE