

AGREEMENT

BETWEEN

THE COUNTY OF NEWELL NO. 4, PUBLIC WORKS EMPLOYEES

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1032

2011, 2012, 2013

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DEFINITIONS:

2010

Appointments - If an employee is unable to schedule a medical, optical, dental or physical therapy appointment outside their scheduled hours of work and requires time off for the purpose of attending such an appointment, provided the employee has been given prior authorization by the Employer, such absence shall be charged against the employee's accumulated sick leave in hourly increments. Employees may be required to submit satisfactory proof of such appointment.

Continuous Services - shall be defined as follows: a lay-off or break in service of ninety (90) days or more will not be recognized as continuous service. Continuous service shall be counted as twelve (12) months of service in each year of employment, inclusive of holiday, vacations and excused absences.

Education Leave - means leave to participate in an education program which has a significant duration, often of thirty (30) consecutive work days or more. This education has to be of benefit to both the Employer and the Employee.

Grievance - is defined as an alleged violation of a specific Article of this Agreement.

Group Benefit Plan - is a group benefit plan for County Employees for things such as life insurance, accidental death & dismemberment, short term disability, long term disability, dental, extended health, vision and health spending account.

Immediate Family - is defined as an Employee's spouse or common law partner, same sex partner, child, stepchild, foster child, and parent, parent of the Employee's spouse or a person that the Employee is responsible for the care of and who is living in the Employee's home.

Overtime - Is defined as all authorized time worked in excess of the number of hours specified in Article 14 for a normal work day, a normal work week, or time worked on a holiday, shall be considered as overtime.

Permanent Full Time Employee - means an employee who has successfully completed the probationary period provided in Articles 10.03 and who has been assigned to a full-time position which is recognized as a permanent position.

Permanent Seasonal Employee - means an employee who has successfully completed the probationary period provided in Articles 10.03 and who has been assigned to a seasonal position which is subject to lay-off and recall from year-to-year on a recurring basis.

Qualified or Qualifications - shall mean the knowledge, experience, judgement and abilities to perform the duties of the position in question.

Seniority - Seniority shall be defined as the length of service with the Employer since the last date of hire.

Seniority during layoff - shall be defined as being maintained, but not accumulated, during periods of lay-off greater than thirty (30) days.

Sick Leave - means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, exposed to contagious disease, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

THIS AGREEMENT made this 8 day of December, 2010.

BETWEEN: THE COUNTY OF NEWELL NO. 4, hereinafter
called "the Employer",

of the first part

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 1032, hereinafter called "the Union",
(Public Works Employees)

of the second part

1. ARTICLE 1 - PREAMBLE

1.01 Whereas it is the desire of both parties of this Agreement:

- 1) To maintain and improve the conditions of employment between the Employer and the Union;
- 1998 2) To recognize the mutual value of joint negotiations and discussions in matters pertaining to wages, working conditions, employment, services and benefits;
- 3) To encourage efficiency in operation;
- 4) To promote the morale, well-being and security of all the employees in the bargaining unit of the Union;
- 1984 5) To promote and strengthen good will between Employer, employees and Community.
- 1998 6) Therefore the parties agree as follows:

2. ARTICLE 2 - RECOGNITION AND NEGOTIATIONS

1998 2.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local #1032 as the sole and exclusive collective bargaining agency for all its employees as per the authority granted by the Alberta Labour Code and the decision of the Labour Relations Board.

No person or employee, unless authorized by the Union, shall make written or verbal agreements with the Employer which may conflict with the terms of this Agreement.

3. ARTICLE 3 - RESERVATION OF MANAGEMENT

3.01 Rights of Employer

The Union recognizes the right of the Employer to hire, promote, demote, transfer, suspend or otherwise discipline and discharge any employee, subject to the right of the employee concerned to lodge a grievance in the manner and to the extent herein provided.

The Union further recognizes the undisputed right of the Employer to operate and manage its business in all respects in accordance with its obligations and to make and alter, from time to time, rules and regulations to be observed by the employees, provided any changes are not in violation with this Agreement.

4. ARTICLE 4 - NO DISCRIMINATION

1979 4.01 Employer and Union Shall Not Discriminate

The Employer and Union agree not to discriminate against any employee covered by this Agreement on account of his connection with the Trade Union Movement, or on account of race, colour, creed, National Origin, political or religious affiliation, sex or marital status.

5. ARTICLE 5 - UNION SECURITY

5.01 Union Membership

All signed-up members covered by this Agreement who are signed-up members of the Union at the time of signing this Agreement or who, in the future become signed-up members of the Union, shall maintain his membership in the Union.

2010 5.02 Union Activity on Employer Premises

Except as expressly permitted by this Collective Agreement, there shall be no Union activities on Employer time or on Employer property without the prior permission of the Employer. Where verbal or written permission by the Employer has been granted to a representative of the Union to leave his employment temporarily to carry out their duties as a representative, he shall suffer no loss of pay for the time so spent. Such permission shall not be unreasonably denied. It is understood that these duties may include investigating disputes/grievances, presenting adjustments and meeting with a member and/or manager.

6. ARTICLE 6 - CHECK-OFF OF UNION DUES

1987 6.01 The Employer agrees to deduct from the pay of each employee covered by this Agreement, employed by the Employer, a monthly fee equal to any monthly dues, in accordance with the Union By-laws.

6.02 Deductions

Deductions shall be made from each payroll and shall be forwarded to the Secretary-Treasurer of the Union not later than the 10th day following the deduction, accompanied by a list of all employees from whose wages the deductions have been made.

7. ARTICLE 7 - LABOUR-MANAGEMENT RELATIONS

7.01 The Union shall have the right to have the assistance of Representatives of the Canadian Union of Public Employees when negotiating with the Employer and, where required, during the processing of grievances.

7.02 Upon submission of an agenda, submitted by either party and approved by the County, a Union Management Committee Meeting may be called by the County.

1998 Representatives of the Union, appointed to the Union Management Committee, when called to a Union Management Meeting, shall suffer no loss of regular straight time pay as a result of attendance at such meetings between the parties and such hours paid shall be considered as hours worked.

1984 8. ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Grievance Steps

2003 If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance but shall be submitted to the following procedure.

1998 8.01(a) Grievance Steps

2001 Within fourteen (14) calendar days of the incident giving rise to the grievance, the Union shall, on behalf of the aggrieved party, submit to the County Administrator and the Supervisor of the employee, in writing, full details of the grievance, including the Clauses of the Agreement alleged to be violated and the redress requested. The Supervisor, within five (5) working days of the receipt of such grievance, shall submit his decision, with reasons, to the Union.

1996 8.01(b) If the decision of the Supervisor fails to resolve the matter, the Union shall, within a further five (5) working days of the receipt of the Supervisor's decision, submit the details of the grievance,

2004 in writing, by way of the County Administrator, to the Employer's Grievance Committee. The Grievance Committee, within a further five (5) working days of the receipt of such grievance, shall submit their decision, with reasons, to the Union.

2010 8.01(c) If the decision of the Employer's Grievance Committee fails to resolve the matter, the grievance may, within a further fourteen (14) calendar days, be referred to a Board of Arbitration. A single arbitrator may be used if agreed to by the parties.

2005 8.02 Time Limits

The time limits set out for the processing of grievances shall be adhered to except in the case of mutual agreement, in writing, to alter the time limits. In the absence of such agreement, the following shall apply:

- 1) Should the Employer fail to reply within the required time limits, the Union shall have the right to proceed to the next step.
- 2) Should the Union fail to proceed to the next step within the required time limits, the grievance shall be deemed to be abandoned.

1984 8.03 Submissions to Arbitration

No matter may be submitted to arbitration which has not been properly carried throughout the requisite steps of the grievance procedure.

1984 8.04 Jurisdiction of Arbitration Board

No Board of Arbitration has jurisdiction to alter, amend, set aside, add to or delete from any of the Articles herein contained or to render any decision which is inconsistent with the Articles of this Agreement.

9. ARTICLE 9 - DISCHARGE, SUSPENSIONS AND DISCIPLINE

1991 9.01 Warnings

2005 Whenever the Employer or a designee censures an employee in a manner indicating that dismissal may follow any repetition of the act complained of, or omission referred to, or may follow if such employee fails to bring his work up to a required standard by a given date, the Employer shall, within five (5) working days thereafter, give written particulars of such censure to the Shop Steward or President of the Union, with a copy to the employee involved.

1998 9.02 A written disciplinary warning or reprimand, in writing, except a disciplinary suspension without pay, shall be removed from an employee's record after a period of twelve (12) months in which he has not received any disciplinary warning or suspension. A disciplinary suspension, without pay, shall be removed from an employee's record after a period of twenty-four (24) months in which he has not received any disciplinary warning or suspension.

1981 9.03 Disciplinary Action

2005 Whenever an employee is disciplined and the discipline is intended to be a matter of management record, the employee shall be given written particulars of the discipline whether it be a warning, suspension or discharge and a copy shall be sent to the Union. When an employee is discharged or suspended, he shall be given an opportunity to be heard in the presence of his Steward or other Union Official.

10. ARTICLE 10 - SENIORITY

2001 10.01 Seniority List(s)

The Employer shall maintain a Seniority List showing the date upon which each employee's service commenced, less the time deducted for lay-offs.

An up-to-date Seniority List shall be sent to the Union and shall be posted on all bulletin boards in January of each year.

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2005 The County shall provide to the Union a list of names, addresses and phone numbers of all employees covered by this Agreement. This list shall be provided on January 1st and July 1st every year.

1998 10.02 Probationary Employees

Newly hired full-time employees shall be considered on a probationary basis for a period of six (6) continuous months of employment from the last date of hiring. Seasonal employees shall be considered on a probationary period for the first full season of employment or for six (6) accumulated months, if they are hired during the season. A new employee shall not accumulate seniority nor acquire any seniority rights while on probation. However, upon successful completion of probation, seniority shall be established retroactive to the date on which the employee last entered the service of the Employer.

The Employer may release a probationary employee at any time during the probationary period and such release shall be deemed to be for just cause.

1998 10.03 Loss of Seniority

An employee shall lose his seniority in the event:

- 1) He is discharged for just cause and is not reinstated.
- 2) He resigns.
- 2010 3) If, following a lay-off, the employee fails to return to work within fourteen (14) calendar days of the date of mailing by registered mail of a letter of recall, or he fails to return to work on expiry of an approved leave of absence unless through sickness or unavoidable reason acceptable to the Employer. It shall be the responsibility of the employee to keep the Employer informed of his current address.
- 4) He is laid off for a period of longer than twelve (12) months or a period greater than his accumulated seniority at the time of lay-off, whichever is less.
- 2010 5) He is absent for three (3) or more working days without sufficient cause or without notifying the Employer, unless the employee provides the Employer with documented evidence of unavoidable reasons acceptable to the Employer for not reporting to work.
- 6) He refuses to continue to work or return to work during an emergency.

11. ARTICLE 11 - PROMOTIONS AND STAFF CHANGES

1998 11.01 Job Postings

2005 When a permanent full-time or permanent seasonal vacancy occurs or a new permanent full-time or permanent seasonal position is created within the Bargaining Unit, the Employer shall post the notice of the position on all bulletin boards for a minimum of ten (10) working days, and also shall distribute a copy of such job postings to all employees in remote locations, in order that all members will know about the position and be able to make written application. The Employer reserves the right to begin advertising for these positions during the ten (10) working day posting period. However, the Employer agrees that applications outside the bargaining unit will only be considered if there is no qualified applicant in the bargaining unit. The Union shall
2007 be notified in writing who the successful applicant is.

11.02 Recognition of Seniority

Both parties recognize:

- 1) the principle of promotion within the service of the Employer.
- 2) that the job opportunity should increase in proportion to length of service.

1998 11.03 Method of Making Appointments

Therefore, in filling vacancies, new positions and making promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications. Both parties recognize that there are other factors besides seniority to be considered in making promotions.

1982 11.04 Trial Period

The appointee shall be placed on trial for a period of three (3) months. Conditional on satisfactory service, such trial promotion shall become permanent after the period of three (3) months. In the event the appointee proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds himself unable to perform the duties of the new job classification, he shall be returned to his former position without loss of seniority and former wage or salary. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his former position without loss of seniority and former wage or salary.

1979 11.05 Disabled Employees' Preference

An employee who has been incapacitated at his work by injury or compensable occupational disease, or who, through advancing years or temporary disablement is unable to perform his regular duties, will be employed in other work, which he can do, provided such work is available and suitable arrangements can be made, without regard to other seniority provisions of this Agreement, but shall be paid at that rate which applies to that position.

1983 11.06 Temporary Positions

When employees temporarily relieve in a position exempt from collective bargaining, the employee shall be protected by the Collective Agreement.

12. ARTICLE 12 - LAY-OFFS AND RECALLS

1998 12.01 Lay-off and Re-hiring Procedure

- 1) In the event of a lay-off, employees shall be laid off in the reverse order of their seniority, provided the remaining employees have the required qualifications to do the work available.
- 2) Employees shall be recalled in the order of their seniority provided they have the required qualifications to do the work.

2010

- 3) Notification of Recall will be carried out through a registered letter mailed to the employee's last known fixed address. The return to work date will be indicated in this letter. If the Employee is unable to return for the date specified the Employer reserves the right to seek out the next qualified Employee, in order of seniority. If the Employer is not notified of intentions of return within fourteen (14) calendar days, the Employer will assume the employee has voluntarily resigned his employment. The Employer then reserves the right to advertise for a new employee.

12.02 No New Employees

No new employees will be hired until those laid off have been given an opportunity of re-employment, provided they are qualified to do the work.

1998 12.03 Notice of Lay-off

Permanent full-time employees, who are to be laid off, shall receive written notice of lay-off based on the employee's period of employment since his last date of hire, as provided below:

Seven (7) days notice, if the employee's period of employment is greater than three (3) months but less than two (2) years; or fourteen (14) days, if the employee's period of employment is two (2) years or more. If the employee laid off has not had the opportunity to work the seven (7) or fourteen (14) days as stated, after notice of lay-off, he shall be paid in-lieu-of work for the part of the seven (7) or fourteen (14) days during which work was not made available.

Permanent seasonal employees, who are to be laid off, shall be given seven (7) days notice of lay-off prior to their seasonal lay-off.

13. ARTICLE 13 - HOURS OF WORK

13.01 Hours of Work

- 2010 1) The regular hours of work shall be eight (8) hours per day to a total of forty (40) hours per week (guaranteed) with the majority of work scheduled from Monday - Friday.
- 2) All hours worked on Sundays and Holidays shall be compensated at overtime rates.
- 2010 3) When, in the event the Employer advises employees of unfavourable weather conditions, and employees are not able to work the number of hours set out, they may be required by the Employer to work on Saturday at straight time wages to make up for lost time provided that the total hours worked in a week do not exceed forty (40) hours per week.
- 2008 4) In the event the Employer decides to keep employees working during periods of unfavourable weather; tasks that can be performed during unfavourable weather shall be assigned to qualified employees in order of seniority.

2010 13.02 Stand-by

- 1) The Employer may assign employees to be on stand-by during their off hours for the purposes of responding to inclement weather, emergencies and after hours and on week-ends. On call Supervisors will be supplied with communication devices. Whenever possible, employees will be notified at least twelve (12) hours prior to being placed on stand-by. At that time, they will also be notified of the period of stand-by assignment. Employees on stand-by shall be guaranteed not less than two (2) hours straight time pay for each day on stand-by. Insofar as may be practical, stand-by assignments will be distributed among qualified employees on an equitable basis.
- 2) In the event an employee who is assigned stand-by duty fails to report to work within (2) two hours when required to do so, compensation for the stand-by period shall not be paid for the day in which the failure occurs.
- 3) Employees shall not be assigned on stand-by on two (2) consecutive weekends or two (2) consecutive paid holidays where other qualified employees are available to be assigned stand-by duty.
- 4) An employee on stand-by who calls in sick, utilizes family sick time, is on vacation, or away on any other leave of absence will not be permitted to collect stand-by pay.

1980 13.03 Travel Time

- 1) Travel time to the job site will be included in the working hours specified herein.

1991 13.04 Working Schedule
1) The hours of work of each employee and/or each group of employees shall be posted in the Public Works Office & Shop.

13.05 Minimum Hours

2001 1) An employee reporting to work on his regular shift shall be paid his regular rate of pay for two (2) hours if he is sent home before he commences to work, unless the Employer has advised the employee not to report for work, or if the employee commences work and is sent home by the Employer before he has completed four (4) hours, the employee shall be paid for at least four (4) hours.

13.06 Break Period

1) A rest period of fifteen (15) minutes in the morning and afternoon of each day will be permitted, provided that this break is taken at the place at which work is being carried out.

14. ARTICLE 14 - OVERTIME

2010 14.01 Approval of Overtime

1) All overtime hours must receive prior approval from the Employer

2010 14.02 Overtime Rates

1) Employees who are required to work more than eight (8) hours per day, or forty (40) hours per week, shall be paid one and a half (1 ½) times their regular rate of pay in excess of eight (8) hours worked per day, or forty (40) hours worked per week, whichever is greater. One and a half (1 ½) times the employee's rate of pay will be paid for all work performed on Sundays and Holidays.

1980 14.03 Minimum Call Back Time

2007 Employee(s) called out on an emergency shall be paid a minimum of three (3) hours at the overtime rate of one and a half (1 ½) hours for all hours worked.

2007 14.04 Banked Overtime

An Employee shall be allowed to bank overtime at the applicable rate in lieu of cash payment. Banked overtime shall be taken at a time mutually agreeable to the Employee and the Employer. Banked overtime may be accumulated up to a maximum of eighty (80) hours, be used at a maximum of forty (40) hours at one time and an Employee may use no more than eighty (80) hours in (1) one calendar year.

15. ARTICLE 15 - HOLIDAYS

1998 15.01 List of Holidays

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

2007 and any other holidays proclaimed by the Provincial Government or the County of Newell. When any of the above named holidays fall on a Saturday or Sunday, the following working day shall be granted as a holiday.

15.02 Holiday Pay

All employees who are not required to work on the above holidays receive holiday pay equal to one normal working days pay.

1978 15.03 All employees required to work on a paid holiday shall be paid one and a half (1 ½) times the employee's regular rate of pay for all hours so worked in addition to the holiday pay set out in Article 15.02.

1978 15.04 In order to receive pay for the above-noted holidays, an employee must work the scheduled working day before, and the next scheduled working day after the holiday, unless otherwise excused.

1979 15.05 If a statutory or declared holiday falls or is observed during an employee vacation period, he shall be allowed an additional days vacation with regular pay.

16. ARTICLE 16 - VACATIONS

16.01 Length of Vacation

- 1996 1) Vacations to be based on a forty (40) hour week.
Less than one (1) year continuous service, four (4) percent of earnings.
After one (1) year continuous service, two (2) weeks vacation with pay.
After two (2) years continuous service, three (3) weeks vacation with pay.
- 2008 After six (6) years continuous service, four (4) weeks vacation with pay.
2008 After fourteen (14) years continuous service, five (5) weeks vacation with pay.
2005 After twenty (20) years continuous service, six (6) weeks vacation with pay.
- 2010 2) Vacation entitlements shall be accumulated every pay period. During an employees' first year of employment, an employee may take up to one (1) week of vacation as it is earned. Thereafter, an employee is entitled to take vacation time that has been accumulated in minimum one (1) day increments. Any vacation entitlement earned up to an employee's anniversary date must be taken no later than twelve (12) months following that anniversary date

16.02 Vacation Pay on Termination

2006 An employee terminating his employment at any time in his vacation year, before he has had his vacation, shall be entitled to a proportionate payment of salary or wages in-lieu-of such vacation.

2010 16.03 Vacation Schedules

Vacations shall be scheduled by mutual agreement between the employee and the Employer. The employee must provide a minimum two (2) weeks notice of intended vacation leaves for approval purposes. If an Employee and the Employer are unable to agree on the commencement date of the employee's annual vacation, the Employer will give the employee at least two (2) weeks notice of the date which the employee's annual vacation shall commence. Vacations will not be unreasonably denied by the Employer.

Any employee who wishes to take occasional days off as paid vacation leave shall request authorization providing at minimum two (2) working days notice. In the event of an unforeseen emergency an employee shall not be required to provide two (2) working days notice to the Employer.

2001 16.04 Seasonal Employees

Seasonal employees subject to lay-off, voluntarily or by management intention, shall be paid vacation pay in addition to regular wages each pay period as follows:

Less than one (1) year continuous service, four (4) percent of earnings.

After one (1) year of continuous service until the completion of six (6) years of continuous service, six (6) percent of regular earnings.

After six (6) years continuous service until the completion of thirteen (13) years of continuous service, eight (8) percent of regular earnings.

2003 After fourteen (14) years continuous service until the completion of nineteen (19) years of continuous service, ten (10) percent of regular earnings.

2005 After nineteen (19) years continuous service, twelve (12) percent of regular earnings.

For the purposes of this clause, earnings shall mean hours paid by the Employer at the regular rate of pay.

For the purposes of this clause, one (1) year of continuous service shall mean two (2) full seasons of employment.

17. ARTICLE 17 - LEAVE PROVISIONS

17.01 Amount of Sick Leave

Sick leave shall be earned by permanent full-time and permanent seasonal employees on the basis of one and one-half (1½) days for every month of service up to a maximum of ninety (90) days. Sick leave shall be allotted for the first month of work, but shall not be used until after one month of service.

17.02 Proof of Illness

An employee may be required to produce a certificate from a qualified medical practitioner for any illness, certifying that such employee is unable to carry on his duties due to illness.

17.03 Sick Leave during Leave of Absence

There shall be no accrual of Sick Leave Benefits during an employee's absence from work, but he shall retain his accumulated credit less days used.

2010 17.04 Sick Leave Without Pay

Upon receiving satisfactory proof of disability or illness, sick leave without pay of up to twenty-four (24) months shall be granted to an employee who has acquired seniority but who does not qualify for sick leave with pay. If such employee has not returned to work within that twenty-four (24) month period, he shall be deemed to have terminated his employment. Disability benefits will continue in accordance with the provisions of the Group Benefit Plan.

17.05 Leave Records

A record of all used and unused sick leave will be kept by the Employer. Immediately after the close of each calendar year, each employee shall review the records of the Employer and verify that the accumulated sick leave is correct. An employee will be advised, on application, of the amount of sick leave accrued to his credit.

1989 17.06 Seasonal Sick Leave

Permanent seasonal employees shall be allowed to earn sick leave benefits.

2010 17.07 Sick Leave incentive

An employee who is employed and uses no sick leave during the full twelve (12) month period from the first pay period through the last pay period of the year may have up to five (5) days automatically deducted from his/her sick leave balance and transferred to vacation leave at the end of the last pay period. If less than five (5) days sick leave is taken during such a period then the difference between the number of days taken and the five (5) days will be automatically transferred to vacation leave. If five (5) or more sick days are taken in the period, then no transfer will take place. These transfers are automatic, unless the employee requests in writing at least thirty (30) days prior that the transfer not take place.

2007 17.08 Sick Leave Provisions on Retirement and Death

The beneficiary, as determined by the Employee, of a permanent Employee who dies while in the service of the Employer, or a permanent Employee who retires and applies for benefits under the Local Authorities Pension Plan, and who has at the date of his death or retirement five (5) or more years of continuous employment with the County of Newell shall receive a sick leave gratuity amounting to one-half (1/2) of the sick leave standing to his credit at the rate of the Employee's regular rate of pay at the time of his retirement or death.

2010 17.09 Illness in the Family

When no one at home, other than the Employee, can provide for the needs during illness of an immediate member of his/her family, an Employee shall be entitled, after notifying his/her supervisor, to use a maximum of five (5) accumulated sick days per year to care for the member of the family who is ill.

2001 17.10 For Union Business

Permission shall be granted, upon request, to Union representatives to leave their employment to attend meetings with the Employer with respect to grievances and Labour Relations matters. The employees shall suffer no loss of regular straight time pay for the time spent and such hours shall be considered as hours worked. The Union agrees to give the Employer as much advance notice as possible.

2001 17.11 For Union Conventions and Meetings

Leave of absence, without pay, and without loss of seniority, shall be granted upon request to the Employer, to employees elected or appointed to represent the Union at Union Conventions. Leave of absence, without pay, shall be granted to employees to attend Executive and Committee Meetings of C.U.P.E., its affiliated or chartered bodies. However, the Employer agrees to continue the pay for the employee at the employee's current hourly rate for the normal daily hours of work. The Union agrees to reimburse the Employer upon receiving a statement for the amount of time the employee is off work authorized by the Union. The time off under this clause shall be considered hours worked.

17.12 Bereavement Leave

2010 Special leave of absence, with pay, shall be granted in case of death of a member of the immediate family. Such leave of absence will be granted for five (5) days where attendance at the funeral occurs within the Province and seven (7) days when the funeral occurs outside the Province.

Leave of absence, with pay, shall be granted in case of death of the following family members: brother, sister, grandmother, grandfather, grandchild, son-in-law, daughter-in-law, brother-in-law and sister-in-law. Such leave of absence will be granted for three (3) days where attendance at the funeral occurs within the Province and five (5) days when the funeral occurs outside the Province.

2005 Additional time, as reasonably necessary, may be granted on leave without pay, however, an employee may use vacation if he so chooses, with the proviso that all application for such extensions must be submitted at the original request, unless extenuating circumstances justify otherwise.

2010 17.13 Compassionate Care Leave

Employees shall be granted leave without pay or benefits of up to eight (8) weeks, in accordance with the provisions of the Employment Insurance Compassionate Care Benefit Plan, to care for a seriously ill family member. During the leave the employee will continue to maintain seniority under the Collective Agreement. Upon return from leave, employees shall be placed in their former position.

Any employee may request an extension of the leave, in writing. Approval of the extension shall not be unreasonably denied. During an extended leave the employee shall continue to maintain seniority.

During Compassionate Care Leave, employees must cover the Employer and Employee share of group benefits during the period of leave.

17.14 Pallbearers

2005 One (1) day leave shall be granted, without loss of salary or wages, to attend a funeral as a pallbearer.

1981 17.15 Elections

Employees shall be allowed three (3) clear hours prior to the closing of polls, in any Provincial or Municipal election or referendum, and four (4) hours for Federal election without a deduction from normal daily pay.

17.16 Jury Duty

The Employer shall grant leave of absence, without loss of seniority, to an employee who serves as a juror. The Employer shall pay such an employee the difference between his normal earnings and the payment he receives for jury service, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received.

17.17 Court Leave

An employee who is either subpoenaed as a witness or subpoenaed as a defendant, as a result of their duties, shall not suffer any loss of salary whilst so serving. Any fees payable to the employee as a result of serving shall be paid to the Employer.

17.18 General Leave

The Employer will consider granting leave of absence, without pay, and without loss of seniority, to any employee requesting such leave for good and sufficient cause, such request to be in writing. Such approval shall not be withheld unjustly.

2001 17.19 Maternity, Paternity & Adoption Leave

An employee shall be entitled to maternity, paternity and/or adoption leave pursuant to Alberta Employment Standards Code. Maternity, paternity and adoption leave shall be at no cost to the Employer except for the health-related portion of maternity leave that is substantiated by a medical certificate. The employee concerned, where possible, shall apply for such leave at least sixty (60) days prior to commencement of the leave.

18. ARTICLE 18 - PAYMENT OF WAGES AND ALLOWANCES

1898 18.01 Pay Days

Salary shall be paid by direct deposit to the financial institution of the employee's choice as follows:

- 2003
- 1) Employees shall be paid bi-weekly for the period covering the fourteen (14) day period from 12:01 a.m. Thursday to midnight Wednesday, inclusive.
 - 2) Employees' pay shall be deposited bi-weekly on Thursday morning of the following week. Employees shall receive a statement indicating the amount of earnings and deductions issued on pay day.

2003 18.02 Vacation Pay

Regular pay shall carry on during any vacation period.

2001 18.03 Temporary Change of Duty

When an employee is temporarily assigned to a higher-rated classification than his own, he shall receive the higher rate for such assigned period. If an employee is assigned to a job temporarily, paying a lower rate than his own, then his rate shall not be reduced. These assignments are subject to the approval of the Employer.

19. ARTICLE 19 - BENEFITS

19.01 Agreement on Comprehensive Benefit Review

- 1) The Employer and the CUPE agree to engage in a comprehensive review of the County of Newell Employee Benefit Plan. An objective of this review process is to review a full range of options and / or benefit plan service providers. One of the purposes for engaging in this process is to minimize the income tax implications for income received by the employee when premiums for Short Term Disability, Long Term Disability and Life Insurance provisions within the benefit plan are funded by the Employer versus the Employee. It is understood and agreed that the outcome of this review process may not be determined for a period of time after this agreement has been ratified. For this reason it is understood and agreed that any changes in the benefit plan must be approved by

the Union and the Employer before said changes can be implemented. Once approved, the written agreement may replace in whole or in part all clauses in section 19 below. For the purpose of this review, it is agreed that a joint committee comprised of two (2) representatives from the Employer and two (2) representatives from CUPE will be involved in the review process and prepare a recommendation for approval by the Employer and CUPE.

2010 19.02 Alberta Municipal Employee Benefits Service

All employees shall be covered under the provisions of the Alberta Municipal Employee Benefits Service covering the employee for Life Insurance in an amount equal to two (2) times his annual salary and Long Term Disability of 75% of his monthly salary with the Employer paying 100% of the premiums for life insurance and the employee paying 100% of the premiums for Long Term Disability.

As a condition of employment, all employees must join this Benefit Plan as per regulations as set out in the Plan.

19.03 Extended Health Care and Dental

1995 All permanent employees of the County covered by this Agreement, as a condition of employment, must join the Alberta Municipal Employee Benefits Service as offered:

100% Reimbursement Health Care and Dental Care:

Basic and Diagnostic - 100% reimbursement
Dentures - 50% reimbursement
Orthodontics - 50% reimbursement (dependent children only)
Major Restorative - 50% reimbursement and
2007 Vision Care Plan at \$100 - reimbursement per year.

2005 As per regulations of the Plan, there is a six (6) month waiting period for all new permanent employees. The waiting period shall commence on the new permanent employee's original date of hire.

1995 19.04 Premiums

2010 The premiums on Extended Health Care, Vision Care & Dental shall be paid at 100% by the County.

19.05 Health Spending Account

2010 The Employer shall contribute one thousand dollars (\$1,000.00) per year towards a Health Spending Account for each employee participating in the Group Plan

Subject to the time limit of proof of claim, unused plan credits will be carried forward and can be used by the employee until the earlier of:

- the end of the benefit year following the benefit year during which the plan credits were allocated to the employee's account, or;
- the end of the employee's Health Care Spending Account coverage.

Any plan credits which have been carried forward but remain unused at the end of that period will be forfeited.

2010 19.06 Weekly Indemnity (Wage loss replacement/Short Term Disability)

All employees shall be covered under the provisions of the Alberta Municipal Employee Benefits Service covering the employee for Weekly Indemnity. The Weekly Indemnity Plan will be an assigned benefit plan with the Employee paying 100% of the premiums.

As per regulations of the Group Benefit Plan, there is a six (6) month waiting period for all new permanent employees. The waiting period shall commence on the new permanent employees original date of hire

2001 19.07 Seasonal Employees

2010 Seasonal employees commencing in their second season of employment or after six (6) months of continuous service with the Employer, must participate in the benefit plan provided by the Employer subject to the regulations of the respective plans. Should an employee not return for one (1) or more seasons, that employee will then be required to again serve until the commencement of the employee's second season of employment with the Employer prior to becoming eligible to participate in the benefit plan.

2010 19.08 Local Authorities Pension Plan

All permanent employees covered by this Agreement shall become members of the Local Authorities Pension Plan at such time as agreed upon by the parties to this Agreement and the provisions of the respective "Acts" and complied with in all respects.

19.09 Long Service Pay

In recognition of continuous service with the Employer, employees shall be paid one annual payment as follows:

After five (5) years and up to nine (9)	(one payment of)	\$200.00
After ten (10) years and up to fourteen (14)	(one payment of)	\$300.00
After fifteen (15) years and up to nineteen (19)	(one payment of)	\$400.00
After twenty (20) years and up to twenty-four (24)	(one payment of)	\$500.00
After twenty-five (25) years and up to twenty-nine (29)	(one payment of)	\$600.00
After thirty (30) years and up to thirty-four (34)	(one payment of)	\$700.00
After thirty-five (35) years and up to thirty-nine (39)	(one payment of)	\$800.00

20. ARTICLE 20 - SAFETY AND HEALTH

1996 20.01 Co-operation on Safety

2005 The Union and the Employer shall co-operate with the Safety Committee, and the designated Safety Officer in continuing and perfecting regulations which will afford adequate protection to employees engaging in work for the Employer. Safety equipment recommended by the Committee shall be supplied at the Employer's cost subject to approval of the County Council. Recommendations of the Committee will not be unreasonably denied.

2008 20.02 Union-Employer Safety Committee

A Safety and Health Committee shall be established and composed of four (4) representatives appointed by the Employer and two (2) representatives of the Union.

2001 20.03 Meetings of Committees

The Safety and Health Committee shall hold meetings as requested by the Union or by the Employer and all unsafe, hazardous or dangerous conditions shall be taken up and dealt with at such meetings. The Committee shall also make periodic safety inspection tours and minutes of all Safety and Health Committee Meetings shall be kept and copies of such minutes shall be sent to the Employer and the Union. Employees having to travel from their normal place of reporting to work shall be paid travel allowance in accordance with Article 21.03.

1998 20.04 First Aid Training

All employees participating in first aid and C.P.R. training by certified instructors shall, upon successful completion of such course, be reimbursed for their tuition costs. When such courses are provided during working hours, the employees shall be paid at their regular straight time wage and the time shall be considered as time worked.

21. ARTICLE 21 - GENERAL CONDITIONS

21.01 Bulletin Boards

The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and Union events.

2010 21.02 Tools and Equipment

The Employer shall pay a five hundred dollar (\$500) 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 five hundred dollars (\$500).

2010 21.03 Allowances

Mileage / travel / plug in and other allowances will be addressed in accordance with County policies.

The Employer, upon proof of purchase, shall contribute two hundred dollars (\$200.00) per year towards the purchase of C.S.A. approved safety footwear with safety toe protection to each permanent full-time employee and each seasonal employee who has worked a minimum of ten (10) months and who is required to wear such footwear. The above amount may be carried over and a maximum amount of four hundred dollars (\$400.00) applied to a purchase in the second year.

The Employer will supply protective clothing and safety equipment as required by applicable legislation and provided the employee can provide proof that the old article is worn out and requires replacement. Replacement is subject to authorization of the Employer. Lost articles may be determined by the supervisor to the employees responsibility to replace.

2008 21.04 The Employer shall provide coverall cleaning for all employees.

21.05 Masculine-Feminine Terms to Apply

Wherever the masculine is used in this Agreement, it shall be considered as if the feminine had been used and vice versa where the context of the party or parties hereto so require.

22. ARTICLE 22 - TERMS OF AGREEMENT

2010 22.01 Effective Date

This Agreement shall be a three-year Agreement effective from January 1, 2011 and expiring December 31, 2013.

1991 22.02 Agreement to Continue in Force

This Agreement shall continue from year to year there-after unless notification of desire to amend or terminate be given by either party. Such notice shall be given in writing not less than sixty (60), nor more than one hundred & twenty (120), days prior to the expiry date of this Agreement. Following notice, the parties agree to exchange proposals.

2005 22.03 Retroactivity

Only Schedule A salary rates, as indicated, are retroactive.

23. ARTICLE 23 - PERSONNEL RECORDS

1989 23.01 Personnel Records

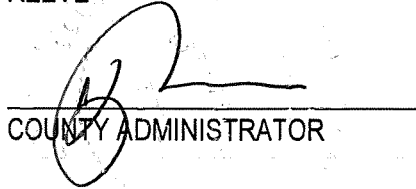
An employee shall have the right at any time to have access to and review his personnel records under supervision.

Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the employee's record.

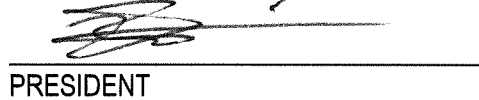
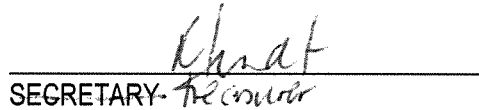
SIGNED ON BEHALF OF THE COUNTY
OF NEWELL #4, BROOKS, AB



REEVE


COUNTY ADMINISTRATOR

SIGNED ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES, LOCAL #1032


PRESIDENT
SECRETARY

SCHEDULE "A"

LABOURER				
STEP	REQUIREMENTS	2011	2012	2013
1	Entry level through to the end of the probation period	17.69	18.04	18.49
2	Upon completion of the probation period	19.78	20.18	20.68
3	Upon completion of one year at step 2	20.77	21.19	21.72
4	Experience and demonstrated capabilities at one or more key responsibilities	22.05	22.49	23.05

TRUCK DRIVER				
STEP	REQUIREMENTS	2011	2012	2013
1	Entry level to operate vehicles less than 13,000 kgs or 30,000 lbs	22.08	22.52	23.08
2	Class 3 license with air endorsement	24.81	25.31	25.94
3	Class 1 license entry level or Class 3 with air endorsement and 3000 hours of proven experience	27.46	28.01	28.71
4	Class 1 license with the capability to operate tractor trailer units	30.64	31.25	32.03

A Class 1 Truck Driver with proven capability to operate a low bed trailer and to load and unload equipment – add \$2.00/hr while performing this duty.

HEAVY EQUIPMENT OPERATOR I PACKERS, LOADER, TRACTOR, SKID STEER & RUBBER TIRE BACK HOE				
STEP	REQUIREMENTS	2011	2012	2013
1	Entry level of employee to be trained on any Heavy Equipment Operator I equipment	22.08	22.52	23.08
2	After one year at step 1 or 800 hours of proven experience, whichever occurs first	24.81	25.31	25.94
3	After one year at step 2 or 2000 hours of proven experience, whichever occurs first	25.43	25.94	26.59
4	After one year at step 3 or 3000 hours of proven experience, whichever occurs first, plus the employee exhibits the ability and willingness to train other Heavy Equipment Operator I employees	27.38	27.93	28.63

HEAVY EQUIPMENT OPERATOR II DOZER, SCRAPER, CONSTRUCTION GRADER & TRACK HOE				
STEP	REQUIREMENTS	2011	2012	2013
1	Entry level of employee to be trained on any Heavy Equipment Operator II equipment	27.5	28.05	28.75
2	After one year at step 1 or 800 hours of proven experience, whichever occurs first	29.32	29.91	30.66
3	After one year at step 2 or 2000 hours of proven experience, whichever occurs first	30.44	31.05	31.83
4	After one year at step 3 or 3000 hours of proven experience, whichever occurs first, plus the employee exhibits the ability and willingness to do finishing work, to supervise other Heavy Equipment Operator II employees and to train other Heavy Equipment Operator II employees	31.84	32.48	33.29

DIVISIONAL GRADER OPERATOR				
STEP	REQUIREMENTS	2011	2012	2013
1	Entry level of employee to be trained as a Divisional Grader Operator	28.48	29.05	29.78
2	After one year at step 1 or 800 hours of proven experience, whichever occurs first	30.44	31.05	31.83
3	After one year at step 2 or 2000 hours of proven experience, whichever occurs first	31.84	32.48	33.29
4	After one year at step three or 3000 hours of proven experience, whichever occurs first, plus the employee exhibits the ability and willingness to do finishing work, to supervise other Divisional Grader Operators and to train other Divisional Grader Operators	34.08	34.76	35.63

MECHANIC				
STEP	REQUIREMENTS	2011	2012	2013
1	Routine maintenance and service work on automotive or heavy duty equipment with entry level apprentice capabilities	27.85	28.41	29.12
2	Performs service and maintenance at a more complex level equal to that of a final year apprentice	30.65	31.26	32.04
3	Licensed CPV Automotive or Light Duty mechanic with the ability and willingness to assume a supervisory and training role	32.59	33.24	34.07
4	Licensed Heavy Duty Mechanic with the ability and willingness to assume a supervisory and training role	35.22	35.92	36.82

Temporary Lead Hand (as assigned by the Employer) – regular rate plus \$1.50/hour

Temporary Finishing Grader Operator (as assigned by the Employer) – regular rate plus \$1.00/hour

An employee shall have recourse to the Grievance Process for the refusal of the Employer to advance the employee from step 3 to step 4 of any wage grid.