COLLECTIVE AGREEMENT

BETWEEN:

LAC STE. ANNE COUNTY

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL NO. 1928

/lmac/cope #491
Feb. 28, 2011

Term: Jan. 1, 2011 – Dec. 31, 2012

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COLLECTIVE AGREEMENT made this 1st day of January, A.D. 2011.

BETWEEN:

LAC STE. ANNE COUNTY
(hereinafter referred to as "the County")
OF THE FIRST PART

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL NO. 1928
(hereinafter referred to as "the Union")
OF THE SECOND PART

WHEREAS, it is the purpose of both parties to this Agreement:

To maintain and improve harmonious relations between the County and the Union.

To recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions and employment.

To encourage efficiency in operations, and

To promote the morale, well being and security of employees in the bargaining unit of the Union.

AND WHEREAS it is now desirable that methods of bargaining and matters pertaining to the working conditions of employees be drawn up in a Collective Agreement.

NOW THEREFORE WITNESSETH that in consideration of the mutual covenants contained herein, the County and the Union each agree with the other as follows:

1. AMENDMENT AND TERMINATION

1.0l **Term of Agreement**

This Agreement shall be in full force and effect as of the 1st day of January A.D. 2011, and continue in full force and effect until the 3lst day of December, A.D. 2012 and from year to year thereafter except as hereinafter provided.

1.02 **Notification of Negotiations**

The parties may propose amendments to this Agreement by notice in writing not less than sixty (60) days or more than one hundred and twenty (120) days prior to the expiration date and negotiations shall commence within twenty (20) days of receipt of such written notice.

1.03 **Proposed Amendments in Writing**

If amendment is desired, the contents of the amendments shall be transmitted to the other party within the time limit set out above and the existing Agreement shall remain in full force until the process of collective bargaining has been completed or notice of strike action or lockout, as the case may be, has been served in accordance with the provisions of The Labour Relations Code, RSA 2000, CL-1, as may be amended from time to time. Changes in this Agreement agreed upon by the parties hereto, however, may be made at any time, provided that such changes are properly reduced to writing and executed by authorized representatives of the parties to this Agreement.

2. **SCOPE**

This Agreement shall apply to employees of the County for whom the Union has the exclusive right to bargain as set out in Board of Industrial Relations Certificate No. 360-92 or any amendment thereto.

3. **DEFINITIONS**

3.01 **Classification**

The word "classification" when used in this Agreement shall mean a group of positions having sufficiently similar duties, responsibilities, authority and required qualifications that a common descriptive title may be used.

3.02 **Employee**

The word "employee" when used in this Agreement shall mean a person assigned to a position coming within the scope of this Agreement.

3.03 **Interpretations**

In this Agreement, unless otherwise required by the context, all words in the singular shall include the plural and all words in the plural shall include the singular; words of masculine gender shall include the feminine.

3.04 **Permanent Employees**

The words "permanent employee" when used in this Agreement shall mean any employee who is fulfilling a permanent position and has successfully completed the required probationary period. For the purposes of this agreement an employee who has achieved permanent status shall not cease to be a permanent employee merely by filling another position on a temporary basis. A temporary employee who has completed twelve (12) months of service within a twenty four (24) month period shall be deemed to be a

permanent employee for the purposes of this Agreement, provided, that he continues to be employed in some part of each calendar year.

3.05 **Position**

The word "position" when used in this Agreement shall mean a specific set of duties and conditions developed for the purpose of assignment to a single incumbent.

3.06 **Probationary Employee**

The words "probationary employee" when used in this Agreement shall mean an employee who is serving a probationary period of employment in his initial employment with the County in a permanent position coming within the scope of this Agreement.

3.07 **Promotion**

The word "promotion" when used in this Agreement shall mean the advancement of an employee to a position with a higher regular rate of pay than his present position.

3.08 **Regular Hours of Work**

The words "regular hours of work" when used in this Agreement shall mean the assigned daily hours of work exclusive of overtime.

3.09 **Regular Rate of Pay**

The words "regular rate of pay" when used in this Agreement shall mean the rate of pay assigned to an employee as set out in the Schedule of Wages.

3.10 **Temporary Employee**

The words "temporary employee" when used in this Agreement shall mean an employee who is filling an established temporary position for a predetermined period of time, not to exceed six (6) months.

3.11 **Probationary Period for Temporary Employees**

The length of time actually worked by a temporary employee in one position will be counted towards the completed probationary period, as per clause 3.01 within the same classification.

3.12 **Notice of Termination of Temporary Employee**

The employer shall provide the temporary employee with one or more weeks work notice of termination when possible.

3.13 **Temporary Employee Posting Rights**

The temporary employee shall have the right to apply during the posting period for this permanent position if the permanent employee is not returning to this position.

3.14 **Temporary Position**

A temporary position shall not exceed six (6) months. Should it be desirous to extend the said period beyond six (6) months, the matter must be agreed to by the Union and the County.

3.15 **Temporary Assignments**

Shop Personnel may be temporarily assigned to operator duties.

3.16 **Relief Employee**

Is an employee hired on an "as is required basis" to relieve or fill a permanent position made temporarily vacant because the permanent employee who normally occupies this permanent position is absent, on approved leave of absence, promoted to another temporary position or left employment.

3.17 **Relief Employee Posting**

The relief employee shall have the right to apply during the posting period for this permanent position if the permanent employee is not returning to this position.

3.18 **Relief Employee Recall**

The relief employee shall have first right to recall after a laid off employee to fill the same position should it become temporarily vacant again.

3.19 **Relief Employee Union Status**

The employer will advise the union on a quarterly basis of the status of all relief employees.

3.20 **Relief Employee Seniority**

Relief employees shall not accrue seniority.

3.21 **Relief Employee Benefits**

Relief employees shall receive statutory holidays and vacation leave as per Article 9. Other benefits addressed in Article 9 may or may not be provided by the employer at the employer's discretion.

3.22 **Trial Term**

The words "trial term" when used in this Agreement shall mean the trial period of employment of a permanent employee in a permanent position coming within the scope of this Agreement.

3.23 **Lead Hand**

The County, as required, may request an employee to accept a temporary position as Lead Hand.

When working on a specific project, the Lead Hand shall assign, monitor, participate and have a sound knowledge of the work and all aspects of a safe working environment of a designated project. The County shall ensure the Lead Hand has

completed the required training for all aspects of a safe working environment of a designated project. The Lead Hand shall be expected to forward the instructions and assignments of the Supervisor to other employees working on the project. The Lead Hand shall perform the duties of any or all other staff assigned to the project. The Lead Hand shall perform the required tailgate meetings prior to beginning each new task and shall ensure the appropriate paper work is forwarded to the office with the time sheets.

The Lead Hand shall receive $1.50 per hour above their normal wage rate for performing these additional responsibilities. This wage increase shall not apply to shop personnel when working as Lead Hand in the field.

3.24 **Length of Service**

The words "Length of Service" when used in this agreement shall mean the period of employment the employee has worked for the employer. When an employee has been absent from work and sick leave benefits have expired or the employee is absent from work due to an accident, non-occupational injury, disability or an unpaid leave of absence for 30 consecutive days or more, the calculating of length of service shall be reduced by the length of time the employee has been absent for the aforementioned reasons and the annual vacation earned with pay shall be reduced accordingly.

3.25 **Permanent Position**

Temporary or relief employees shall not be used to avoid filling permanent positions which have become vacant as per Clause 13.01, except as addressed in Clause 13.03.

4. MANAGEMENT RIGHTS

4.01 **Warning Notices and Notices of Discipline**

The County may give an employee a written warning notice or a notice of discipline for a breach of discipline. Copies of all warning notices or notices of discharge, suspension or other discipline shall be provided to the Union. Where an employee is discharged, suspended or otherwise disciplined for just cause and such discharge, suspension or discipline in the opinion of the employee and/or the Union is unjust, such discharge, suspension or discipline may be the subject of a grievance and processed in accordance with the grievance procedure of this Agreement.

4.01.01 When the County deems it necessary to discipline an Employee, progressive discipline shall be used in managing such incidents and notice of discipline will be given within ten (10) working days of the incident or misdemeanor. Where disciplinary action cannot be determined within this time period, the County shall inform the Employee and Union in writing within ten (10) working days of the alleged incident or misdemeanor, of its intent to investigate the matter and that further action may be taken. Such further action must be taken as soon as possible and in any event no longer than ninety (90) calendar days of the event that initiated the investigation, unless mutually agreed by the Union and the County because of extenuating

circumstances. If no discipline is applied within this time, the notice of investigation is deemed withdrawn. All meetings with the Employee shall occur in the presence of a representative of the Union.

4.01.02 Past warning notices or notices of discipline shall be deemed void after employee has maintained a clear record for a period of 36 months.

4.02 **Arbitration Board Authority with respect to Suspension, Termination & Dismissal Cases**

The County and the Union recognize that an employee may be suspended, terminated or discharged for just cause. Where an employee has been suspended, terminated or discharged by the County for alleged just cause, the Arbitration Board, after finding that there was insufficient cause for the suspension or dismissal or find the penalty unfair or unreasonable, may:

Direct the County to reinstate the employee and pay to the employee a sum equal to his loss by reasons of his suspension or dismissal or such lesser sum as, in the opinion of the Arbitration Board, is fair and reasonable, or

Make such other directive varying the penalty, as it considers fair and reasonable.

5. UNION RECOGNITION AND NEGOTIATION

5.01 **Exclusive Agents**

The County recognizes the Union through its accredited officers or representatives as the sole and exclusive agent for those employees covered by this Agreement for the purpose of collective bargaining in respect to working conditions including wages, hours of work and fringe benefits.

5.01.01 The County shall not enter into any Agreement with any individual employee or group of employees in the bargaining unit respecting the terms and conditions of employment which may conflict with the terms of this Agreement.

5.01.02 The County hereby agrees to negotiate with the Union or any of its authorized committees concerning matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

5.02 **No Discrimination**

There shall be no discrimination against any employee by virtue of his being or performing his duty as a member of the Union or by virtue of gender, religious beliefs, race, place of origin, age, political affiliation, family or marital status, sexual orientation**,** mental disability, physical disability, age, or ancestry**.**

5.03 **Check-Off of Union Dues**

The County agrees to deduct from the wages of all employees covered by this agreement, Union dues as shall be decided by C.U.P.E. Local 1928. These deductions shall commence with the first pay period and shall be forwarded to the Secretary Treasurer of C.U.P.E. Local 1928 after the end of each pay period together with a list of employees and their classifications from whom deductions have been made. C.U.P.E. Local 1928 shall notify the County thirty (30) calendar days prior to any change in the deduction of said Union dues.

5.03.01 The total deduction of dues shall be forwarded by cheque to the Secretary Treasurer of C.U.P.E. not later than fifteen (15) days after the end of the month. The dues shall be accompanied by a list of employees, along with their address and phone number, regular wage for the pay period, their classifications and the amounts deducted.

5.03.02 When income tax T-4 slips are provided by the County to employees, the County shall include on the T-4 slips the amount of Union dues remitted on behalf of each employee in the previous year.

5.04 **Preparation of Agreements**

Within thirty (30) days of the ratification of the Memorandum of Agreement between the parties, the County shall produce the Collective Agreement for signing and distribution amongst the employees in the bargaining unit. All new employees within the unit shall be supplied with a copy of this Agreement by the County when they are hired.

5.05 **Copies of Resolutions**

Copies of all motions, resolutions and bylaws or rules and regulations adopted by the Council which affect the members of the Union as Union members are to be forwarded to the Union and posted on the shop bulletin board.

5.06 **Correspondence**

All correspondence between the parties, except as otherwise set out in this Agreement, arising out of this Agreement or incidental thereto, shall pass to and from the County's Public Works Department and the President of C.U.P.E. Local 1928. The County will provide the President on a continuing basis, a report regarding any change in status of the employees covered by this agreement respecting terminations, promotions and "long term" temporary placements.

5.07 **On the Job Work by Managers and Supervisors**

Managers and Supervisors whose jobs are not in the bargaining unit shall not work on a job that is included in the bargaining unit except for:

(a) the purposes of instruction.

(b) in an emergency situation when regular employees are either not available or cannot be contacted, provided that the act of performing the aforementioned work does not reduce the hours of pay of any regular employee.

6. LABOUR MANAGEMENT COMMITTEE

6.01 Establishment of Committee

A Labour-Management Committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of the County. From time to time either party may include additional individuals to deal with specific issues as long as neither party has more than a total of four (4) representatives present at any given meeting. The Committee shall enjoy the full support of both parties in the interests of improved service to the public and improved relations between the County and employees.

6.02 Function of Committee

The Committee shall concern itself with the following general matters.

(1) Considering constructive criticisms of all activities so that better relations shall exist between the County and the employees.
(2) Improving and extending services to the public.
(3) Promoting safety and sanitary practices.
(4) Reviewing suggestions from employees, questions of working conditions and service (but not grievances).
(5) Correcting conditions causing grievances and misunderstanding.

6.03 Meetings of Committee

The Committee shall meet, as required, at a mutually agreeable time and place. If deemed necessary, its members shall receive a notice and agenda of the meeting at least forty eight (48) hours in advance of the meeting. Employees shall not suffer any loss of regular pay for the time spent with this committee.

6.04 Chairmen at Meetings

A County and a Union representative shall be designated as joint Chairman and shall alternate in presiding over meetings.

6.05 Minutes of Meetings

Minutes of each meeting of the Committee shall be prepared and signed by the joint Chairman as promptly as possible after the close of the meeting. The Union and the County shall each receive a signed copy of the minutes.

6.06 Jurisdiction of Committee

The Committee shall not have any jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any other Committee of the Union or of the County and does not have the power to bind either the Union or its members or the County to any decisions or conclusions reached in their discussions. The Committee shall make recommendations to the Union and the County with respect to its discussions and conclusions.

7. WORKING CONDITIONS

7.01 Reporting for Duty

Employees shall report for duty at the place directed by the County. Where an employee is required to report to a new place during his regular hours of work, he shall do so without loss of pay. Employees must fill out absentee forms for all days off and attach to their time sheets. In the event of illness, an absentee form shall be filled out upon return to work and forwarded as appropriate.

7.02 Hours of Work

The regular hours of work for shop employees covered by this Agreement shall be eight (8) hours per day Monday through Friday inclusive. Where the conditions of service make it necessary, and after the prior consultation with the Union, the regular hours of work for shop employees may be altered so as to include Saturday provided that a premium of forty cents ($0.40) per hour shall be paid for all regular hours worked on Saturday. In no event shall the regular hours of work for shop employees exceed eight (8) hours per day or forty (40) hours per week.

7.02.01 The regular hours of work for machine operators covered by this Agreement shall not exceed nine (9) hours per day or forty four (44) hours per week with the exception of maintenance machine operators who may, on a volunteer basis, and with approval of the County, work eleven (11) hours per day for four (4) days of a work week, excepting work weeks with Statutory Holiday(s), during the months of April to November (inclusive) with no overtime payment required to be paid by the County. Machine Operators shall be paid at one and one half (1 1/2) times their regular rate of pay for each hour worked on Sunday. Where Machine Operators are required to work on a Saturday of a long weekend, such employees shall receive a premium of fifty cents ($0.50) per hour for each hour worked, provided that such work does not qualify as overtime.

7.02.02 An employee shall be permitted a rest period of fifteen (15) consecutive minutes in both the first half and the second half of a shift in an area designated by the County. All employees shall be entitled to one-half (l/2) hour lunch break per day, without pay, except employees working at the shop who may be allowed a one-hour lunch break per day without pay.

7.02.03 Except as otherwise mutually agreed, where shift work is required in maintenance work, shifts shall be rotated on a weekly basis among the employees assigned to a particular machine.

7.03 **Hour Guarantee**

All machine operators engaged in maintenance or construction work shall be guaranteed a minimum of one hundred and seventy (170) hours pay for each calendar month they are employed. Where such an employee is hired, recalled, laid off or terminated at a time which results in the employment of such an employee for less than twenty (20) calendar days in a particular calendar month, the provisions of this clause shall not apply.

7.03.01 The hour guarantee set out in 7.03 shall not apply to machine operators who are on lay-off which is anticipated to be in excess of thirty (30) days.

7.03.02 Where an employee is unavailable for work, the number of hours of work lost by the employee shall be deducted from that employee's hour guarantee. Other than for regular scheduled workdays, the County shall give the employee at least twelve (12) hours' notice of being required to attend at work before the provisions of this clause shall apply. The County, on a monthly basis, shall advise the employee and the Union when a deduction is made from an employee's guaranteed hours which results in an employee receiving less than one hundred and seventy (170) hours of pay for a particular month.

7.03.03 Where an employee is unavailable for work for a portion of a month due to the employee resigning his employment with the County, the number of hours lost by that employee during that month shall be deducted from the employee's hour guarantee.

7.04 **Reporting Pay Guarantee**

If an employee who is scheduled to work a full shift reports for work on his regular shift, he shall be paid at his regular rate of pay for the entire period worked with a minimum of three (3) hours' pay. The Employee shall report to his immediate supervisor that he has reported for work and subsequently left work. In the absence of his immediate supervisor, the employee shall report to the supervisor's designate.

7.05 **Overtime**

Subject to the provisions of clause 7.05.01, where an employee is required and authorized to work in excess of his regular hours of work, all such work shall be considered overtime and he shall be paid at one and one half (1 ½) times his regular hourly rate of pay for each hour worked.

7.05.01 The County shall attempt to distribute overtime equally among employees who are qualified to perform the available work having due regard to the location of the work to be performed.

7.05.02 An employee shall not be required to lay-off during regular hours to equalize any overtime worked. This clause will not apply if subject to 7.03, an employee has earned one hundred and seventy (170) hours pay in a calendar month.

7.06 **Call Out Guarantee**

An employee who is called out to work outside his regular working hours shall be paid for a minimum of two (2) hours at overtime rates. He shall be paid from the time he leaves his home to report for duty until the time he arrives back upon proceeding directly from work. The employee shall travel the shortest reasonable route to and from work.

7.07 **Shift Differential**

When employees are required to work after their regularly scheduled shift between the hours of 6 pm and 6 am the next morning, they shall receive an additional one-dollar ($1.00) per hour for each hour worked. Travel time does not apply to shift differential compensation.

8. COMPENSATION

8.01 **Rates of Pay**

The regular rates of pay set out in Appendix "I" to this Agreement shall apply during the term of this Agreement.

8.02 **Pay Period**

A pay period shall consist of a period commencing on the first day of a calendar month and concluding on the last day of the same calendar month. After each pay period employees shall be provided with an itemized statement of their wages, other pay and deductions and the purpose for which each deduction was made.

8.03 **Payment Method**

8.03.01 The County will provide payment to each employee by means of electronic transfer to the employee's financial institution on or before the 10th day of the month following each pay period as set out in Article 8.02.

8.04 **Pay Advances**

An employee may request an advance based on hours worked to the fifteenth (15th) day of the month. Notwithstanding 8.03.01, approved pay advances will be paid by way of manual cheque rather than direct deposit.

8.05 **Retroactive Pay**

An employee in the service as of the signing of this Agreement shall be eligible for retroactive payment of wages paid to the employee during the period from January 1st, 2011 to the date of implementation of this Agreement. This retroactive payment shall be

calculated by applying the percentage increase in wages from the applicable position to the gross earning of the employee for the period from January 1st, 2011 to the implementation of this Agreement.

8.05.01 Past employees who were in the service between January 1st, 2011 and the implementation of this Agreement shall be entitled to any retroactive adjustment for the regular rate of pay, provided, that they apply for the same in writing within thirty (30) calendar days of the signing of this Agreement.

8.06 **Vacation Pay**

An employee, upon giving at least five (5) days' notice in writing, may receive on the last office day preceding commencement of his annual vacation an advance equal to the net pay of the employee which may become payable during the period of vacation.

8.07 **Pay on Temporary Transfers**

When an employee temporarily relieves in a higher paying position for a period in excess of three (3) working days he shall receive the rate for the relieved position for the entire period of relief. When an employee is temporarily assigned to a position paying a lower rate, his rate of pay shall not be reduced.

8.08 **Vehicle Expense Allowance**

An employee who is required by the County to use his own automobile in the course of his employment shall receive a vehicle expense allowance to be calculated at the rate commonly referred to as the uniform kilometer rate as established by the County for each kilometer travelled. In instances where an employee is required to haul bulky and heavy materials, such as fence posts or like materials with his own vehicle, such employee shall receive a vehicle expense allowance to be calculated at eight cents ($0.08) per kilometer above the uniform kilometer rate.

8.08.01 The uniform kilometer rate shall be equal to the rate established by County Council, as amended from time to time.

8.09 **Travel Allowance**

As an allowance for the distance required to travel to and from the work site, all employees shall be paid vehicle expense allowance and travel allowances on the following basis:

(a) Vehicle expense allowance will not be paid to cover travel from employees' homes to their regular workplace. When a temporary substitute workplace is required, vehicle expense allowance will be paid at the established rate for each kilometer over 32.

(b) Travel Allowance: Pay at the rate of one (1) minutes' pay for each one and six tenths (1.6) kilometers traveled in excess of thirty two (32) kilometers per day.

8.09.01 Where the County requires employees engaged in construction or maintenance to form a car pool, or where such employees form car pools on their own, only the employee who is required to travel the furthest to get to the work site shall be paid the vehicle expense allowance. All such employees in the car pool shall receive the travel allowance.

8.09.02 The County may require an employee to report to a designated location, to be then transported by a County vehicle to the worksite. Should this be required, the other clauses in this Article shall not apply. Employees required to report to designated locations shall receive a minimum of 1/2 hour of their regular pay as travelling time to the worksite. They shall also receive a minimum 1/2 hour of their regular rate of pay for travel from the worksite to designated locations at the completion of their shift.

8.09.03 An exception to this clause may be made with prior approval of the Supervisor, if it is mutually agreeable with the employee affected.

8.09.04 To be eligible for the travelling and vehicle expense allowances under 8.09 employees shall be required to travel the shortest reasonable route to and from the work site.

8.10 **Construction Work Premium**

Construction caterpillar operators who are required to do finishing work shall receive a premium of one ($1.00) dollar per hour for each hour that they are engaged in finishing work.

8.10.01 Construction grader operators who are required to do finishing work shall receive a premium of one ($1.00) dollar per hour for each hour that they are engaged in finishing work. Maintenance grader operators required to do finishing work when laying oil on roads shall also be entitled to such premiums for each hour they are engaged in such finishing work.

8.10.02 Construction employees who are required to operate a buggy shall receive a premium of one ($1.00) dollar per hour for each hour that they are engaged in operating a buggy.

8.11 **Long Term Service Pay**

Service Pay shall be calculated at the rate of; eighteen dollars ($18) per month additional to pay for the class of work after 5 years service with the County; twenty-seven dollars ($27.00) per month after 10 years service; thirty-six dollars ($36) per month after 15 years

service; forty-five dollars ($45.00) per month after 20 years service; and fifty-four dollars ($54) per month after 25 years of service.

Service pay shall be paid on an annual basis.

9. FRINGE BENEFITS

9.01 Statutory Holidays

All employees in the bargaining unit, providing they meet the terms and conditions set out in 9.0l.01, shall be entitled to the following statutory holidays:

New Year's Day, Good Friday, Easter Monday, Victoria Day,
Canada Day, First Monday in August, Labour Day,
Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day,
Family Day.

And any other day proclaimed as a holiday by the County or any other day declared as a statutory holiday by the Provincial or Federal Government and binding upon the County.

9.01.01 All employees in the bargaining unit, shall receive the recognized statutory holidays for which they are eligible as a day off with pay, or other days with pay in lieu of such statutory holidays, providing they are available for work in accordance with their regular hours of work preceding, during and following the designated day for observance of the holiday or on approved leave for a period of ten (10) working days or less duration. Where the County designates a day off in lieu of the actual statutory holiday for the majority of its employees, the employees may be allowed off on such day. In the event that, an employee works the stat**,** the employee may be allowed a day off in lieu of the statutory holiday at a time mutually agreed upon between the employee and his Supervisor. If such a day cannot be provided, the employee shall receive pay for hours equivalent to the annual weekly average of regular hours paid, divided by five (5) at the employees regular rate of pay in lieu of the statutory holiday.

9.01.02 Where the County designates a day off in lieu of the actual statutory holiday for the majority of its employees, the County shall give the Union notice of such change no less than five (5) days before the actual statutory holiday.

9.01.03 To be eligible for a statutory holiday an employee must have worked for the County for not less than thirty (30) days in the twelve (12) month period preceding the holiday.

9.01.04 Where an employee is required to work on a statutory holiday, he shall be paid two (2) times his regular rate of pay for each hour worked.

9.02 **Annual Vacation Leave**

"An employee shall receive an annual vacation with pay in accordance with his length of service with the employer as set out below. An employee's length of service shall be calculated according to the definition set out in paragraph 3.24 of this agreement".

One and two years of service - Two weeks vacation

Three to seven years of service - Three weeks vacation

Eight to fourteen years of service - Four weeks vacation

Fifteen to twenty four years of service - Five weeks vacation

Twenty five or more years of service - Six weeks vacation

An employee's length of service shall be calculated according to the employee's seniority date.

An employee's vacation time per week shall be calculated on the basis of the employee's annual weekly average of regular hours paid.

9.02.01 In addition to the vacation entitlement specified in 9.02, a construction machine operator shall be allowed one (1) additional week of vacation, provided that such worker takes all of his vacation entitlement (including the additional week) during the period from December 1st to April 30th.

9.02.02 If a recognized statutory holiday falls or is observed during an employee's vacation period he shall be allowed an additional vacation day with pay immediately following his vacation period or an additional day of vacation on some other day if mutually agreed to between the employee and his Supervisor.

9.02.03 Vacation pay for each week of vacation shall be at the regular rate of pay.

9.02.04 Vacation entitlement shall be determined as at January 1st and the years of service of an employee shall be calculated from that point in time. Employees with less than one (1) year service shall also have their vacation calculated as at January 1st and such entitlements shall be based upon the length of service in the preceding year.

9.02.05 Employees who are separated from employment with the County shall receive payment for the vacation to which they are entitled in accordance with the terms of this Agreement, or pursuant to the Employment Standards Code, RSA 2000 C E-9, or as may be amended from time to time, whichever is the greater.

9.02.06 Employees shall submit their vacation requests in writing to the County on or before March 31 of each calendar year. Vacation schedules shall be posted by April 30th, of each year and insofar as the efficient operation of a department will permit, an employee shall have the right to choose his period of vacation according to seniority. If, in the opinion of the head of the department, the period of vacation leave chosen by an employee conflicts or interferes with the efficient operation of the department, the department head will give such employee at least one (1) months' notice thereof where practicable (but in no event shall the notice be less than ten (10) working days), and such employee shall have the right to choose an alternative period. Employees shall provide at least one (1) months' notice of any change to annual vacations, and in no event shall the notice be less than ten (10) working days, and such employees shall have the right to choose an alternative period. In the event that the employee does not choose an alternative period acceptable to the department head, the department head shall assign the vacation period or, the employee may, at his discretion, be paid a sum of money equal to the regular rate of pay for the number of days of vacation entitlement accumulated by the employee. All employees shall utilize their vacation entitlement prior to April 30th of the following year, after which time a maximum of five (5) days vacation leave may be carried forward, with the approval of the department head. Construction machine operators allowed one (1) additional week of vacation under Article 9.02.01 shall not be allowed to carry over vacation days after April 30th.

9.02.07 Employees who do not work a full calendar year shall, in lieu of a vacation, be paid vacation pay at a percentage (4%, 6%, 8%, 10% or 12% as the case may be) of their gross earnings in accordance with their years of service. Such employees shall be allowed vacation without pay for a maximum of two (2) weeks during the summer months.

9.02.08 An employee shall be entitled to receive his vacation in an unbroken period except where his vacation entitlement is in excess of two (2) weeks. In such a case, the employee's vacation entitlement may be taken in an unbroken period only with the approval of the County.

9.02.09 An employee who has been on leave of absence without pay for thirty (30) or more consecutive calendar days, except where the leave is for the purpose of attending a training course, shall, for the year in which the absence occurs, earn annual vacation with pay proportionate to the number of months that the employee worked with pay in the service of the County.

9.03 **Leave of Absence**

Leave of absence may be granted at the discretion of the County to an employee.

9.03.01 The County shall grant leave of absence with pay to employees representing the Union in accordance with the following provisions:

In the event that an employee is elected or appointed to the negotiating committee for the Union, he shall be granted leave at his regular rate of pay for the purpose of attending joint collective bargaining, conciliation or mediation meetings in the establishment of a new collective agreement. It is understood that no more than three (3) employees from the Union will be granted leave with pay for the purpose of attending the said meetings on behalf of the Union and that the department head will be advised in writing of the elected or appointed employees at least thirty (30) days prior to the earliest opening date of the collective agreement

If an accredited representative of the Union is required to investigate or meet with County representatives, or attend a hearing to discuss a grievance during working hours, he shall be granted leave with pay subject to suitable arrangements with his immediate supervisor concerning his own work responsibilities. If the employee who is grieving is required to attend a hearing, he shall be granted leave with pay at his regular rate of pay.

9.03.02 An employee shall use a leave of absence only for the purposes for which it was granted, otherwise he shall be deemed to have automatically terminated his service with the County.

9.04 **Bereavement Leave**

An employee shall be granted a maximum of three (3) regularly scheduled consecutive work days' leave without loss of pay at his regular rate of pay for the purpose of making arrangements for, or attending, a funeral when death occurs in an employee's immediate family, that is, current spouse, parent, grandparent, grandchild, guardian, parent of current spouse, child or ward, brother, sister, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, fiancé, or a related dependent of the employee. In the event of critical illness to an employee's spouse or child a leave with pay will be granted up to a maximum of three (3) days. For the purposes of this Article, an employee's hours per day shall be calculated on the basis of the employee's annual weekly average of regular hours paid divided by five (5). The employee must identify the relationship to the deceased or critically ill individual on their timesheet for approval of bereavement leave.

9.05 **Maternity Leave**

Maternity leave shall be granted by the County on the following basis:

Maternity leave shall be granted by the County to a permanent female employee who has completed not less than one (1) year of continuous service upon her application to her department head. However, should no application be made by the employee for maternity leave, the employee will be deemed to have resigned her position and the County will be under no obligation to provide future employment.

9.05.01 Maternity leave shall be without salary or sickness allowance, but the employee on such leave will not lose seniority.

9.05.02 Maternity leave shall be applied for in writing not less than three (3) months prior to the estimated confinement date and such leave will commence thirty (30) days prior, or earlier if a satisfactory medical certificate is produced, to the estimated confinement date.

9.05.03 The total length of time of a maternity leave, except as hereinafter provided, shall not exceed a duration of twelve (12) months.

9.05.04 Whenever the employee is absent for more than twelve (12) months on maternity leave and where the department head has not extended the maternity leave period, the employee shall automatically be deemed to have terminated employment when the twelve (12) month period expires.

9.05.05 An employee returning from maternity leave will be given her former position, if available, or a comparable position, at her former rate of pay, provided, thirty (30) days' notice of return is given to the employer.

9.05.06 Employees shall be provided Parental leave as per the Employment Standards Code.

9.06 **Sick Leave**

When used in Article 9.06 of this Agreement the word "disability" shall mean the inability of an employee to perform the regular duties of his position by reason of non-compensable physical or mental illness or injury, or a medical or dental appointment.

9.06.01 Permanent employees and employees who have completed 90 days of probation, shall earn sick leave at the rate of one and one-half (1 ½) days per calendar month, to a yearly maximum of eighteen (18) days. The unused portion of a permanent employee's sick leave shall accumulate to a maximum of one hundred (100) days entitlement. An employee shall be deemed to be employed during a calendar month for purposes of sick leave entitlement where he worked twelve (12) or more full days in the particular calendar month. Where an employee worked six (6) or more full days but less than twelve (12) full days, in a particular calendar month he shall be credited with three quarters (3/4) of a day of sick leave entitlement.

9.06.02 When an employee is prevented from performing his duties for the County by reason of personal disability, such an employee shall inform his immediate supervisor or in the absence of his immediate supervisor, inform his designate at least one (1) hour before the commencement of his shift. Where such notice has not been provided without reasonable cause, the County shall be

entitled to refuse to pay sick leave for such employee for such day or portion thereof.

9.06.03 Subject to 9.06.02, when a permanent or probationary employee who has completed 90 days of probation, is prevented from performing his duties for the County by reason of personal disability, such an employee shall be paid at the regular rate of pay, for the position to which he is permanently appointed or serving a required probationary period or trial term thereof immediately prior to commencement of such sick leave, for each day or portion thereof of such disability, and the employee shall have his sick leave entitlement reduced by an amount equal to the time for which the employee received such payment and provided that a member shall not receive any payment under Article 9.06 for time not in attendance at work which is in excess of his sick leave entitlement.

9.06.04 Employees shall not be credited with or accumulate sick leave entitlement while on leave of absence without pay for a period of one (1) month or longer.

9.06.05 An employee may be required to deliver to the County a doctor's certificate proving disability in order to be eligible for payment under the provisions of 9.06.03. Where the disability is of a duration of three (3) days or longer such a medical certificate shall be supplied by a permanent or probationary employee to the County.

9.06.06 Upon request, the employer shall advise each employee in writing of the amount of sick leave entitlement accrued to his credit.

9.06.07 All permanent and probationary employees shall be allowed to access up to a maximum six (6) working days per calendar year from their accumulated sick leave to attend to personal business that normally cannot be attended to on a day the employee is regularly employed. For the purposes of calculating full time equivalency for seasonal and part time employees, one half day (.5) per month of employment will be used and the employee may accumulate the days over a twelve (12) month period. In all circumstances, except for emergencies, 48 hours written notice shall be given to the County with a copy to the CUPE Local President. The notice shall include the intent and purpose of accessing the personal days.

9.06.08 An employee, upon retirement, with a minimum of twenty (20) years of service with the County and who is fifty five (55) years of age or older, shall receive payment for seventy-five (75%) percent of the unused portion of his/her accumulated sick leave (maximum payment shall be for seventy-five (75) days). This payment shall be based on the regular hourly wage of the employee at the time of retirement.

9.06.09 For the purposes of Article 9.06 to 9.06.08 (inclusive) Sick Leave, an employee's hours per day shall be calculated on the basis of the employee's annual weekly average of regular hours paid divided by five (5).

9.07 **Pensions**

In addition to the Canada Pension Plan, all eligible employees shall join the Local Authorities Pension Plan. The County and the employee shall make contributions in accordance with the provisions of the plan.

9.08 **Medical Insurance**

There shall be a ninety (90) day waiting period for new employees engaged in permanently established positions to become eligible for any and all insurance under the County's employees health insurance plans as noted in Article 9.08.01. The County shall contribute towards the cost of employee health insurance plans to a maximum of 90% of premium rates. The County's contribution towards the premium may be increased, as premiums increase, however at no time will the County's share exceed 90% of the total cost of these premiums. The County and Union agree to arrange individual medical plan premium employee deductions as necessary to provide a split of 90% County and 10% employee or rates reasonably similar provided the County's share does not exceed 90%.

9.08.01 All County employees within the bargaining unit shall participate in Alberta Health Care Plan, Life Insurance, Extended Health Care Benefits, Dental Care Benefits, Accidental Death and Dismemberment, Long Term Disability and Vision Care plans provided by the County's insurer, WSG Benefit Consultants and underwritten by SSQ Financial Group policy number 771004.

9.08.02 All eligible employees within the bargaining unit shall have the option to participate in additional Voluntary Accidental Death and Dismemberment coverage either on a single or a family coverage basis. The County shall contribute ninety per cent (90%) of the premium for the AD &D coverage up to a maximum coverage of two hundred thousand ($200,000.00) dollars.

9.08.03 An employee, upon retirement, with a minimum of twenty (20) years of service with the County, and who is between the ages of 55 and 64 (inclusive) shall be eligible to enroll in the County's health insurance plans and the County shall contribute fifty (50%) percent towards the cost of same. The County shall contribute fifty (50%) percent towards the cost of the insurance plans for a period of seven (7) years from the date of retirement or until the employee reaches the age of 65, whichever date is earlier

An employee, upon retirement, with a minimum of twenty-five (25) years of service with the County, and who is between the ages of 55 and 64 (inclusive) shall be eligible to enroll in the County's health insurance plans and the

County shall contribute seventy-five (75%) percent towards the cost of same. The County shall contribute seventy-five (75%) percent towards the cost of the insurance plans for a period of seven (7) years from the date of retirement or until the employee reaches the age of 65, whichever date is earlier.

9.08.04 Upon the production of supporting receipts, the County shall reimburse employees a maximum of five hundred ($500.00) dollars per year for the purchase, maintenance, and or repair of hearing aids.

9.08.05 Effective January 1, 2011, the County will establish a Health Spending Account (HSA) for each employee that adheres to Canada Revenue Agency (CRA) requirements.

The County will contribute during each plan year of the HSA, starting January 1st, 2011, an annual amount of three hundred ($300.00) dollars to the account for each employee. The employees' dependents may access this account.

Any unused balance from the plan year will be carried forward into the next plan year. The plan year will have a (90) ninety day run off period. The carried forward amount must be used by the end of the next plan year or it will be lost.

9.09 **Clothing**

Permanent employees shall be supplied with coveralls or winter clothing on the following basis:

Mechanic's/Welder's coveralls: four (4) pairs - annually
Operator's coveralls: one (1) pair - for every six (6) months of employment with the County
(On an annual basis, one (1) pair of the entitlement above may be exchanged for appropriate winter clothing supplied by the employer).

9.09.01 The Employer shall pay all operators and shop personnel a sum of one hundred and seventy-five dollars ($175.00) on or about June 30th of each year towards the purchase of CSA approved Safety Footwear. Employees must wear CSA approved Safety Footwear at all times while working for the Employer.

9.10 **Tool Replacement**

Where the County requires shop employees and servicemen to supply their own tools, the County shall replace any tools of such employees where the tools are worn, lost or stolen. The County shall have the right to refuse to replace lost or stolen tools where such loss arises from the fault or neglect of the employee concerned.

9.10.01 Servicemen and other employees provided with tools and safety equipment by the County are required to acknowledge receipt of such tools and safety equipment at the time of issue. The County shall have the right to charge such employees the cost of lost or stolen tools and safety equipment where such loss arises from the fault or neglect of the employee concerned.

10. EMPLOYMENT

10.01 Probation

(a) The normal probationary period for new employees engaged in permanently established positions shall be six (6) months, with the County reserving the right where warranted by special circumstances to extend this period a further three (3) months.

(b) The County agrees not to enter into any term temporary positions within the bargaining unit.

10.01.01 In the event that the normal probationary period is extended the employee and the Union shall be advised of the County's reasons. In the event that the Union disputes that there are special circumstances warranting the extension, the Union may grieve the matter in accordance with the grievance procedure.

10.01.02 If the probationary period is broken by layoff, illness or for other valid reasons, the probationary period will resume when the employee returns to work.

10.02 Dismissal From Probation

New employees who do not meet the requirements of the position or for permanent status during the probationary period shall be separated from the service.

10.03 Reports to Union

The County shall submit to the Union information respecting all appointments, hirings, lay-offs, transfers, recalls and terminations of employment affecting positions within the bargaining unit.

11. LAY-OFFS AND RECALLS

11.01 Seniority

In the event of a lay-off, as a result of a shortage of work or budgetary reasons, employees shall be laid off within each affected classification in the reverse order of their seniority having due regard for the location of available work and provided they have the required knowledge, qualifications and skills to fill the positions available.

11.01.01 Notice Provisions

The Employer shall notify permanent full time employees to be laid off at least four (4) weeks before the layoff is to be effective. If the employee who has received layoff notice is not provided with an opportunity to work during the notice period, such employee shall be paid an amount equal to the wages the employee would have earned, had the employee worked his/her regular hours of work in the four (4) week period. If such employee is assigned duties other than those normally connected with the classification in question during the notice period, the employee shall not be paid less than the amount of wages the employee would have been entitled to receive had such employee not been provided with an opportunity to work during the notice period.

11.02 **Recall Procedure**

Employees shall be recalled in the order of their seniority within the affected classification when work becomes available having due regard for the location of the available work and provided the employee has the required knowledge, qualifications and skills to fill the position available.

11.02.01 No new employees will be hired until those laid off who have the required knowledge, qualifications and skills to fill the positions available have been given an opportunity of recall.

11.02.02 Where the efficient operation of the County makes it practical, employees on lay-off who are qualified to perform the work available shall be recalled rather than other employees being required to work overtime.

12. POSTING AND FILLING VACANCIES

12.01 **Posting**

Any vacancy in a permanent position or a newly created permanent position within the jurisdiction of the Union which is required to be filled must be posted immediately and shall remain posted for a period of at least seven (7) calendar days in all departments having jobs coming within the jurisdiction of the Union which is required to be filled must be posted immediately and shall remain posted for a period of at least seven (7) calendar days in all departments having jobs coming within the jurisdiction of the Union.

12.01.01 All job postings shall contain at least the following information: nature of the position, qualifications, required knowledge and education, skills, shift and wage or salary rate.

12.01.02 Where the conditions of the service indicated that the position is required to be filled immediately, a temporary appointment may be made for the duration of the posting procedure.

12.01.03 A copy of all postings shall be sent to the Union.

12.02 **Applications**

All applications shall be addressed to the head of the department in which the vacancy occurs. The department head shall notify the Union of the proposed appointee and the names of all employees who were unsuccessful applicants, upon the completion of the selection process. The department head shall also notify each employee who was an unsuccessful applicant of the name of the successful applicant.

12.03 **Appointments**

Appointments may be made by mutual agreement between the Union and the County without posting.

12.03.01 Appointments from within the bargaining unit shall be made within three (3) weeks of the selection of a candidate.

12.04 **Promotion**

In making promotions to vacant positions coming within the jurisdiction of the Union, the required knowledge, qualifications and skills contained in the job posting shall be the primary considerations, and where two or more applicants are equally qualified to fulfill the duties of the position, seniority shall be the determining factor.

12.05 **Trial Period**

An employee who has been selected to fill a permanent position shall have a trial period of three (3) months. This trial period may be extended a further three (3) months where warranted by special circumstances. In the event that the normal trial period is extended the employee and the Union shall be advised of the County's reasons. During the trial period an employee may elect to revert to his former position or may be reverted by the County.

13. SENIORITY

13.01 **Eligibility**

When an employee achieves permanent status, his length of unbroken service in positions coming within the jurisdiction of this Agreement shall determine his seniority standing. Temporary employees shall not have seniority standing.

13.01.01 A temporary transfer from one branch of a department to another branch of the same department or from one department to another department for a period of less than twelve (12) months, even if such a transfer is outside the jurisdiction of the Union, shall not affect the normal seniority standing of such employee.

13.01.02 A list showing the seniority of employees within the jurisdiction of the bargaining unit shall be furnished annually by the County to the Union upon request but not more than once a year.

13.01.03 An employee shall not lose seniority rights if he is absent from work because of sickness, accident, lay-off, or leave of absence approved by the County. An employee shall only lose his seniority in the event that the employee:

- is discharged for just cause and is not reinstated.

- resigns and does not retract his resignation in writing within two (2) days.

- is laid-off and fails to report for work within five (5) working days after the mailing date of a registered letter to the employee to do so, unless through sickness or other just cause. The County shall also inform the Union in writing of the registered recall letter prior to the mailing of the letter**.** It shall be the responsibility of the employee to keep the County informed of his current address. An employee recalled for causal work or employment of anticipated duration of less than one (1) calendar month at a time when he is employed elsewhere shall not lose his recall rights for refusal to return to work.

- is laid off for a period in excess of eighteen (18) months.

13.02 **Sickness, Layoff, or Leave**

An employee who is absent because of sickness, accident, or an approved leave of absence shall have his seniority frozen and not accrue any further seniority if his absence goes beyond ninety (90) consecutive calendar days. Upon return from this absence, the employee shall commence to accrue seniority. This clause shall not apply to an employee who suffers a work related accident and is covered by W.C.B. Benefits.

14. CLASSIFICATION

The establishment and maintenance of a classification plan covering employees within the jurisdiction of the Union shall be the responsibility of the County. The County shall develop classification specifications in accordance with the classification plan and shall provide specifications to the Union as they become available.

14.01 **New Classification**

Where the County creates a new classification which is not included in this Agreement, or where the duties of an existing classification are altered so as to substantially change the nature of the work being performed, or where an employee feels that he is improperly classified, the rate of pay shall be subject to negotiations between the County and the Union. If the parties are unable to agree on the rate of pay for the position in question or

whether the employee is correctly classified, the dispute shall be submitted to the grievance and arbitration procedure. The final rate of pay as agreed upon or as determined by an arbitration board shall be retroactive to the date of appointment to the new classification.

15. **GRIEVANCE PROCEDURE**

Any difference concerning the interpretation application, operation or alleged violation of this Agreement, including any question as to whether the difference is arbitrable, shall be settled without stoppage of work in accordance with the following procedures.

15.01 **Type**

Grievances shall be of two (2) types, namely:

Individual grievances, that is, grievances relating to or affecting the rights of one or more specific individuals.

Policy grievances, that is, grievances which cannot be made a grievance of an individual employee or a group of individual employees.

15.02 **Procedure**

The procedure for the settling of grievances shall be as follows:

Step I Individual grievances shall be initiated in writing within twenty (20) working days from the day the incident-giving rise to the grievance came to the attention of the individual concerned and shall be initiated by the Union or the individual concerned with the supervisor of the individual concerned.

The supervisor shall review the grievance and shall provide the Union and the Grievor with a written decision together with the reason therefore within five (5) working days from the day that the grievance was initiated.

Step II If the decision of the supervisor in Step 1 does not settle the grievance, the Union shall within five (5) working days from the day that the decision was received by the Union appeal the decision in writing to the department head specifying all the details of the grievance including the nature of the grievance, the clause or clauses of this Agreement upon which the grievance is based, and the remedy requested.

The department head, or his designate, shall hold a hearing within five (5) working days of the day that the department head received the grievance and a written decision on the grievance together with the reasons therefore shall be given to the Union within five (5) working days of the hearing.

Step III If the decision of the department head, or his designate, in Step II, does not settle the grievance, the Union shall within five (5) working days from the

day the decision was received by the Union appeal the decision in writing to the Chief Administrative Officer of the County.

The Chief Administrative Officer, or his designate, shall review the grievance and shall provide the Union with a written decision together with the reasons therefore within twenty (20) working days from the day that the grievance was referred to the Chief Administrative Officer.

Step IV If the decision of the Chief Administrative Officer or his designate in Step III, does not settle the grievance, the Union shall within twenty (20) working days from the day the decision was received by the Union, providing that the grievance has been properly processed in accordance with the grievance procedure, refer the grievance to an arbitration board as hereinafter set out.

15.03 **Policy Grievance**

A policy grievance shall be initiated in writing with the Chief Administrative Officer of the County at Step III of the grievance procedure. A policy grievance shall be initiated within fifteen (15) working days from the time of the incident which gives rise to the grievance including the nature of the grievance, the clause or clauses of this Agreement upon which the grievance is based, and the remedy requested.

15.04 **Working Days**

For the purpose of 15.02 and 15.03, "working days" shall mean consecutive days exclusive of Saturdays, Sundays or holidays recognized by the County.

15.05 **Failure to Follow Procedure**

Where there is a failure by an employee or the Union to follow the grievance procedure, including a failure to comply with any of the time limits prescribed in the grievance procedure, the grievance shall be deemed to have been withdrawn.

15.06 **Extension of Time Limits**

Time limits in the grievance procedure may be extended by mutual agreement in writing between the County and the Union.

15.07 **Arbitration**

When a grievance is referred to arbitration under this Agreement the notice referring the matter to arbitration shall state the name and address of the nominee of the Union. Within ten (10) days thereafter, the County shall advise the Union of the name and address of its nominee to the arbitration board. The two (2) arbitrators shall then select a third person who shall be chairman of the arbitration board.

15.07.01 If the County fails to appoint an arbitrator within the time limit specified, or if the two (2) nominees fail to agree upon a chairman within seven (7) days of

their appointment, the required appointment shall be made by the Minister of Labour upon the request of either party.

15.07.02 The board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. In its attempt at justice, the board shall, where appropriate, follow a layman's procedure and not a legalistic or formal procedure. It shall hear and determine the difference and render a decision within thirty (30) days from the time the hearing is conducted.

15.07.03 The arbitration board shall hear and determine the grievance and shall issue an award in writing and its decision is final and binding upon the County and the Union and upon any employee affected by it. The decision of the majority is the award of the arbitration board, but if there is no majority, the decision of the chairman governs and it is then deemed to be the award of the board.

15.07.04 Each party to the arbitration shall bear the expense of its respective nominee to the arbitration board and the two parties shall bear equally the expenses of the chairman.

15.07.05 Subject to Article 4.02, the arbitration board by its decision shall not alter, amend or change the terms of the Collective Agreement.

15.07.06 The time limits fixed in the arbitration procedure may be extended by consent of the parties.

15.08 **Recognition of Union Stewards & Grievance Committee**

In order to provide an orderly and speedy procedure for settling of grievances, the County acknowledges the rights and duties of the Union grievance committee and the Union stewards. The steward may assist any employee whom the steward represents in preparing and presenting his grievance in accordance with the grievance procedure.

15.09 **Permission to Leave Work**

The County agrees that stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating a grievance as provided in this article. The Union recognizes that each steward is employed full time by the County and that he will not leave his work during working hours without first obtaining the permission of his supervisor in accordance with Clause 9.03.

16. **TRAINING**

The County shall bulletin any training courses and experimental programs for which employees may be selected. The bulletin shall contain the following information:

Type of Course (subjects and material to be covered). Time, duration and location of the course. Basic minimum qualifications required for applicants.

This bulletin shall be posted for a period of two (2) weeks on bulletin boards in all departments to afford all the interested employees an opportunity to apply for such training.

16.01 **Apprenticeship**

Where an employee with the County's written approval is engaged in an apprenticeship program, the County shall pay such employee his regular wages while the employee is attending necessary course instructions for the program. The County agrees to provide a company vehicle and reimburse fuel costs. Upon the successful completion and the production of receipts, the County shall reimburse the employee for the cost of all tuition and books necessitated by enrollment in an apprenticeship program. This reimbursement shall be due twelve (12) months from the date on the receipt. An employee, whose employment with the County is severed prior to the twelve (12) month date, shall forego the reimbursement**.** In such instances the employee shall assign to the County any compensation received by him from Canada Manpower or any other Government agency or authority.

17. **Job Security**

The County agrees that the County will involve the Union in a consultation process prior to entering into any third party contracting agreement that results in the loss of employment of any permanent bargaining unit employee. Permanent employees terminated as a result of contracting out of work shall be provided with two (2) weeks' severance pay per year of unbroken permanent service prior to termination, to a maximum of fifty-two (52) weeks.

SIGNED THIS 1st DAY OF FEBRUARY, A.D. 2011.

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1928	**LAC STE. ANNE COUNTY**
_____	_____
President	**Reeve**
_____	_____
Secretary Treasurer	**County Manager**

A P P E N D I X "I"

Increase effective:

POSITION	3.25% Increase JAN. 1, 2011	4% Increase JAN. 1, 2012
OPERATORS	**Construction Machine** Probationary $24.37 Permanent $25.97	**Construction Machine** Probationary $25.34 Permanent $27.01
	Maintenance Machine Probationary $24.37 Permanent $25.97	**Maintenance Machine** Probationary $25.34 Permanent $27.01
WELDER - Journeyman	Probationary $28.05 Permanent $29.95	Probationary $29.17 Permanent $31.15
MECHANIC – Journeyman	Probationary $28.05 Permanent $29.95	Probationary $29.17 Permanent $31.15
MECHANICAL FOREMAN	$32.00	$33.28

NOTES:

l. Where any employee has previous related experience, he may be allowed the permanent rate of pay prior to the expiration of his probationary period.

2. Tradesmen with more than one journeyman certificate shall be paid a premium in addition to their regular wages where the tradesman will be required to utilize a second certificate on the job from time to time. The amount of the premium shall be fifty cents (.50) cents per hour.

3. Apprentice Positions shall be created as required which conform to the provisions of the Apprenticeship Act of the Province of Alberta, and will be paid based on a graduated pay scale of a percentage basis of the "Journeyman Rates: identified in Appendix "I". The apprentice pay rate shall be:

a. In First Period of apprenticeship – 60% of Journeyman rate.
b. In Second Period of apprenticeship – 70% of Journeyman rate.
c. In Third Period of apprenticeship – 80% of Journeyman rate.
d. In Fourth Period of apprenticeship – 90% of Journeyman rate.

LETTER OF UNDERSTANDING

Entered into this 1st day of January, 2011

Between:

Lac Ste. Anne County
("the County")

and

Canadian Union of Public Employees Local 1928
("the Union")

The County and the Union agree as follows:

1. This Letter of Understanding will be subject to negotiation in accordance with Article 1.02 of the Collective Agreement.

2. That all employees covered by this Collective Agreement agree to allow for a staggered workweek, having regard to the weather. The workweek ends Sunday at midnight.

   2.01 That Article 7, Clause 7.02.01 covering overtime for Sundays shall not apply to a staggered workweek, as described above.

3. Any positions affected by this Letter of Understanding will be subject to the terms of clause 12, subsection 12.01. Training will be provided if necessary.

The County and Union agree that all provisions of this Collective Agreement, except as amended by the provisions of this Letter of Understanding, shall be in force and effect from the date of ratification of the Collective Agreement until December 31, 2012.

Signed this 1st day of February, 2011

On behalf of CUPE Local 1928:	**On behalf of Lac Ste. Anne County:**
_____	_____
President	**Reeve**
_____	_____
Secretary Treasurer	**County Manager**