

COLLECTIVE AGREEMENT

BETWEEN

COUNTY OF LETHBRIDGE

- AND -

CANADIAN UNION OF PUBLIC EMPLOYEES
***CUPE* Local 2800**

January 1, 2012 to December 31, 2014



Canadian Office & Professional Employees
Local #491

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THIS AGREEMENT made this 20th day of January 2012.

BETWEEN

COUNTY OF LETHBRIDGE

(hereinafter called "the Employer" or "the County")

PARTY OF THE FIRST PART

- AND -

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 2800

(hereinafter called "the Union")

PARTY OF THE SECOND PART

ARTICLE 1: DEFINITIONS

- (a) "Employee" means a person employed by the County of Lethbridge who is in the Bargaining Unit covered by this Collective Agreement".
 - (i) Permanent Employee shall mean a person whose duties of which are of a continuing nature of an indefinite extent, and in which the incumbent is required to work year round, and who has successfully completed the probationary period as provided in Article 23, clause (h).
 - (ii) Casual Employee shall mean a person employed in a position for six (6) continuous months or less in any calendar year.
 - (iii) Seasonal Employee shall mean a person employed in a position more than six (6) continuous months but less than twelve (12) continuous months in any calendar year.
 - (iv) Casual Labourer shall be a person employed to perform casual labour or casual small equipment operating duties for a period of five (5) continuous months or less.

ARTICLE 2: PREAMBLE

It is the desire of both parties of this Agreement:

- (a) To promote and maintain a harmonious and cooperative relationship between the Employer and the Employees of the Union;
- (b) To recognize the mutual value of joint negotiations and discussions in all matters pertaining to salaries, wages, working conditions, employment, services and benefits;
- (c) To promote the mutual interest of the Employer and the Employees;

- (d) To encourage efficiency in operation;
- (e) To promote the morale, well-being and security of all the Employees in the bargaining unit of the County.

ARTICLE 3: RECOGNITION

- (a) The Employer recognizes the Canadian Union of Public Employees. Local 2800 (Outside Workers) as the sole bargaining agent for all Employees as specified in the Alberta Labour Relations Certificate No. 470-92, or amendments thereto.
- (b) The Employer agrees not to bargain collectively with any other labour organization affecting the Employees covered by this Agreement.
- (c) No Employee covered by this Agreement shall be asked to make a written or verbal agreement with the Employer covering hours of work, wages or conditions during the term of this Agreement.

ARTICLE 4: MANAGEMENT RIGHTS

- (a) The County reserves the right to exercise the regular and customary functions of management; and to retain those residual rights of management not specifically limited by the expressed terms of this Agreement.

ARTICLE 5: TERM OF AGREEMENT

- (a) The parties undersigned hereto, mutually agree to comply with and be governed by the conditions herein set out in this Agreement.
- (b) Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.
- (c) The Agreement shall come into force on January 1, 2012 and shall remain in force and effect to December 31, 2014, and remain in full force and effect until December 31st of any subsequent year unless either party gives notice in writing to amend or terminate not more than one hundred twenty (120) days nor less than sixty (60) days prior to the expiry date of the Collective Agreement.
- (d) An Employee who has severed his/her employment between the termination date of this Agreement and the effective date of the new agreement shall receive the full retroactivity of any increase in wages, salaries or other prerequisites.

ARTICLE 6: FAILURE TO MAKE AN AGREEMENT

- (a) When notice to commence collective bargaining has been served the Collective Agreement in effect between the parties at the time notice is served shall continue to apply notwithstanding the termination date of the Agreement until either a new Collective Agreement is concluded; the right of the bargaining agent to represent the Employees is terminated; or a strike or lockout commences in accordance with the Alberta Labour Relations Code.

ARTICLE 7: LABOUR / MANAGEMENT RELATIONS

- (a) No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union shall supply the Employer with the names of its Officers, Shop Stewards and other committee members.
- (b) The Union shall have the right at any time to have the assistance of the representatives of the Canadian Union of Public Employees when dealing with or negotiating with the Employer.
- (c) A maximum of three (3) Employer's Employees shall receive pay during Union negotiations, if such meetings are held during working hours. The time of such meetings to be mutually agreed to by the parties to this contract.
- (d) No Union activity, other than grievance handling as set out in Grievance Procedures or negotiations involving both the County and the Union, shall take place on County time or County property without the prior approval of the Employer.

ARTICLE 8: GRIEVANCE PROCEDURE

- (a) Grievance shall mean any difference concerning the interpretation, contravention, application, operation, or any alleged violation of this Agreement.
- (b) Not more than two (2) members of the Grievance Committee may attend meetings without loss of pay.
- (c) Should the Employer or the Union fail to comply with any time limits in the Grievance Procedure, the grievance will be considered conceded by the party failing to meet their time limits unless the parties have mutually agreed in writing to extend the time limits.
- (d) Grievances between the Employer and the Employees shall be in the presence of the Steward. Either party may request a meeting at any step of the grievance procedure. The Union shall have the right to the assistance of the CUPE National Representative at Step II and Step III. If the Union deems it necessary to involve the CUPE National Representative previous to Step II, the Union will notify Management, who may at their discretion involve Senior Management at those steps. When a grievance is denied the Employer shall provide reasons in writing for denying the grievance.

Grievances shall be processed in the following manner:

- (i) **Informal Discussion with the immediate Department Supervisor:** Prior to filing a grievance in writing at Step I, the Employee with their Steward, shall meet with the immediate Supervisor and/or Superintendent in an attempt to resolve the complaint.
- (ii) **Step I:** Any grievance of any Employee shall be submitted in writing indicating the nature of the grievance through his Supervisor, with a copy to the Superintendent (if applicable), Director and County Manager or designates, ten (10) working days from the possible subject of the grievance or ten (10) working days from the time the Employee becomes aware of the possible subject of grievance. The Supervisor shall then submit his decision in writing within ten (10) working days to the Employee with a copy to the Superintendent (if applicable), Director and County Manager or designates, and the Union.
- (iii) **Step II:** If the grievance is not settled under Step I above, Employee or the Union may within five (5) working days after receiving the decision, submit his/her grievance to the Director and County Manager or their designated representatives, who shall then submit his decision in writing within five (5) working days to the Employee with a copy to the Supervisor and the Union.
- (iv) **Step III:** If the grievance is not settled under Step II above, the Employee or Union may within seven (7) working days after receiving the decision, submit the grievance to a Committee of Council who shall render a written decision within ten (10) working days of receiving the grievance.
- (v) If the grievance is not settled under the provisions of this clause under Step III above, the parties to this Agreement may mutually agree to a single arbitrator to hear the grievance. Failure to agree on the appointment of a single arbitrator shall result in the appointment of an arbitration board as per the procedure outlined in the current Labour Relations Code.

ARTICLE 9: NO DISCRIMINATION

- (a) The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any Employee for any reason.

ARTICLE 10: UNION MEMBERSHIP CHECKOFF

- (a) The County agrees to deduct the Union's regular monthly dues from Employees in accordance with the Rand Formula.
- (b) The County shall remit the Union Dues that have been deducted from the pay of the Employees under clause (a) above, to the Union by the first working day after the fifteenth calendar day in the following month.
- (c) The Union shall advise the County in writing of any change in the amount of dues to be deducted under Clause (b) above from the Employees.
- (d) Any Employee who is now a member of the Union and any Employee who hereafter becomes a member of the Union shall as a condition of employment maintain such membership.
- (e) At the same time that Income Tax Slips (T-4) are made available, the Employer shall include the amount of Union dues paid by each Union member in the previous year.

ARTICLE 11: PAY DAYS

- (a) All Employees will be paid on a bi-weekly basis with a one (1) week holdback of wages. Employees shall be paid wages for all hours worked during the period and overtime per Article 15 of the Agreement.
- (b) Employees shall turn in their time sheets on a weekly basis.
- (c) All retroactive pay shall be paid within twenty-five (25) working days of the signing of the new Agreement. If not paid, the current Bank of Canada lending rate shall be applied to all monies due.

ARTICLE 12: HOURS OF WORK

- (a) Subject to the provisions hereinafter set out concerning annual vacation, General Holidays and illness and injury, the following shall be the regular hours of work:
 - (i) Starting with the pay period in which the first day of the pay period is closest to April 1, on Monday to Friday inclusive, in each week, nine (9) hours per day for a total of forty-five (45) hours per week. Starting time shall normally be 7:00 a.m. with a lunch break of one-half (1/2) hour at 12:00 o'clock noon.
 - (ii) Starting with the pay period in which the first day of the pay period is closest to November 1, on Monday to Friday inclusive, in each week, eight (8) hours per day for a total of forty (40) hours per week. Starting time shall normally be 8:00 a.m. with lunch break of one-half (1/2) hour at 12:00 o'clock noon.

Starting and/or stopping time in clauses (i) and (ii) above may be modified if mutually agreed between crews or individual Employees where applicable, and the Supervisor or crew Foreman.

(iii) Employees shall commence and complete work at a location to be determined by the Employer.

(b) Airport Employees:

Subject to the provisions hereinafter set out concerning annual vacation, General Holidays and illness and injury, the following shall be the regular hours of work:

- (i) Starting with the pay period in which the first day of the pay period is closest to November 1, Employees shall be scheduled five (5) continuous days, eight (8) continuous hours per day for a total of forty (40) hours per week. The work schedule shall be posted with starting and finishing times at least fifteen (15) calendar days in advance of the starting dates of the new schedule; the Employer shall, where practical, arrange schedules which will remain in effect for a period of not less than twenty-eight (28) calendar days. The regular work day schedule shall commence no earlier than 4:00 a.m., nor end later than 12:00 a.m. There shall be a lunch break of one-half (1/2) hour.
- (ii) Starting with the Pay Period in which the first day of the pay period is closest to April 1, on Monday to Friday inclusive in each week, eight (8) continuous hours per day for a total of forty (40) hours per week. Starting time shall normally be 7:00 a.m. with a lunch break of one-half (1/2) hour.

Starting and/or stopping time in Clauses (i) and (ii) above may be modified if mutually agreed between crews or individual Employees, where applicable, and the Supervisor or crew Foreman.

- (c) Subject to the provisions set out in the Collective Agreement concerning Annual Vacation, General Holidays, and Illness and Injury, the Employer may establish a schedule for an alternative workweek starting in the Spring when the weekly hours change to 45 hours per week and ending in the Fall when the hours change to 40 hours a week, inclusive. The alternative workweek shall be based on a two (2) week rotation, Monday to Friday, of five (5) days, ten (10) hours per day, in one (1) work week, and four (4) days, ten (10) hours per day, in the second week. The Employer shall provide one (1) week's notice regarding implementation or cancellation of the alternate workweek schedule.

ARTICLE 13: REST PERIODS

- (a) A paid rest period of fifteen (15) minutes in the morning and afternoon of each day shall be taken.

ARTICLE 14: MINIMUM HOURS

- (a) An Employee reporting for work on his/her regular shift shall be paid his/her regular rate of pay for the entire period of work with a guarantee of at least four (4) hours of pay, or if no work is available the Employee shall be paid for at least four (4) hours.

ARTICLE 15: OVERTIME DEFINED

- (a) Starting in the Spring when the weekly hours change to 45 hours per week on Monday to Friday inclusive each week, all hours worked exceeding nine (9) hours per day, all hours worked exceeding forty-five (45) hours per week and all hours worked exceeding one hundred and ninety-one (191) hours per month.
- (b) Starting in the Fall when the weekly hours change to 40 hours per week on Monday to Friday inclusive in each week, all hours worked exceeding eight (8) hours per day, all hours worked exceeding forty (40) hours per week.
- (c) All hours worked on a General Holiday as set out in Section 19.
- (d) No overtime shall be worked unless authorized by the Employee's immediate Supervisor.
- (e) All overtime shall be on a voluntary basis only. (NOTWITHSTANDING ARTICLE 15 (h))
- (f) Any Employee who works three (3) hours or more of overtime per day shall be provided with a non-taxable allowance of twenty dollars (\$20.00) by the Employer in lieu of a meal.
- (g) Overtime for Airport Employees shall be all hours worked exceeding eight (8) hours per day, forty (40) hours per week.
- (h) Airport and Water/Wastewater Employees shall be required to work overtime at the request of the Employer.
- (i) Overtime for Alternative Work:
Starting in the Spring when the weekly hours change to 45 hours per week and ending in the Fall when the weekly hours change to 40 hours a week, on Monday to Friday inclusive each week, all hours worked exceeding ten (10) hours per day, all hours worked exceeding ninety (90) hours per two (2) week period schedule.

ARTICLE 16: OVERTIME RATES & STANDBY PAY

- (a) On a regular workday:
Time and one-half (1½) for the first four (4) hours, double time (x2) thereafter for all hours worked.
- (b) On a regularly scheduled day off:
Time and one-half (1½) for the first eight (8) hours and double time (x 2) thereafter.
- (c) On a holiday:
Time and one-half (1½) for the first eight (8) hours and double time (x 2) thereafter.

- (d) (i) Where the Employer requires an Employee to be available on Standby during off-duty hours, excluding General Holidays, the Employee shall be entitled to thirty-five dollars (\$35.00) Standby Pay, for each scheduled workday, Monday through Thursday and seventy dollars (\$70.00) Standby Pay for each non-workday, Friday through Sunday.
- (ii) Where an Employee is required to be available on standby on a General Holiday the Employee shall be entitled to one hundred and five dollars (\$105.00) Standby Pay.
- (iii) An Employee designated by letter or by list for standby duty shall be provided a pager and/or cellular phone and be available to return for duty if required. A standby schedule shall be posted on a monthly basis.
- (iv) No standby payment shall be granted if an Employee is unable to report for duty when required.
- (v) An Employee on standby who is required to report for work shall be paid, in addition to the standby pay, the entitlement as specified in Article 16: Overtime Rates, or Article 18: Minimum Call Back Time, whichever is greater.
- (vi) All Employees not scheduled for Standby and are called back shall be paid at the Standby rate of pay in addition to any overtime.
- (vii) Subject to the provisions set out in this Collective Agreement concerning Annual Vacations, General Holidays, Illness and Injury, the Employer may establish a Utility Services & Public Works schedule (Monday to Sunday) concerning standby time. The Employer shall provide Employees with three (3) months notice regarding implementation and/or cancellation of the workweek schedule. Employees will not be required to work standby for successive weeks.

ARTICLE 17: TIME OFF IN LIEU OF OVERTIME

- (a) Providing it is mutually agreed between the Employer and Employee, time off in lieu of overtime will be permitted. An Employee shall give a minimum of three (3) working days notice prior to the intended date of the Employee wishes to have the time off. A minimum of one (1) full shift must be taken per occurrence. Requests for time off with less than three (3) days notice shall be at the approval of the Supervisor.

No Employee shall be required to take time off in lieu of overtime unless agreed to by the Employee and the Employer. Any "in lieu" time off shall be at the applicable overtime rate.

ARTICLE 18: MINIMUM CALL BACK TIME

- (a) An Employee who is called in and required to work outside his/her regular working hours shall be paid at the rate of one and one-half (1½) times regular pay for all hours so worked with a minimum of two (2) hours.

ARTICLE 19: GENERAL HOLIDAYS

(a) The following shall be considered General Holidays:

New Year's Day	Easter Monday	Good Friday
Victoria Day	Canada Day	Labour Day
1 st Monday in August (Civic)	Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day	Provincial Family Day
Last working day before Christmas		

and all General Holidays proclaimed by the County of Lethbridge, the Province of Alberta or the Government of Canada.

- (b) No deductions in wages or salaries of any Employee shall be made on account of the above-mentioned holidays occurring during regular work periods.
- (c) If a General Holiday falls on an Employee's regular day off he/she shall be entitled to an extra day's pay for same, or be given a day off in lieu of extra pay. The day off to be arranged at a time mutually agreeable both parties.
- (d) If a General Holiday falls on an Employee's regular declared holiday and he/she works, he/she shall be paid at one and one-half (1½) times his regular hourly rate of pay as covered by the Agreement for each hour worked, in addition to his/her normal pay for the day.
- (e) That when a General Holiday falls within a ten (10) day pay period, the payroll department will analyze the various rates of pay any one individual has worked within that pay period, and then the County would pay the General Holiday at the majority rate that the individual worked within that two week period.

ARTICLE 20: ANNUAL VACATIONS

- (a) (i) All permanent Employees with one year of service or more shall receive two (2) weeks holiday with pay each year.
- (ii) All permanent Employees with two (2) years of service or more shall receive three (3) weeks holiday with pay each year.
- (iii) All permanent Employees with eight (8) years of service or more shall receive four (4) weeks holiday with pay each year.
- (iv) All permanent Employees with fifteen (15) years of service or more shall receive five (5) weeks holiday with pay each year.
- (v) All permanent Employees with twenty (20) years or more of service shall receive six (6) weeks vacation with pay each year.

- (b) Seasonal or Casual Employees who do not work twelve (12) continuous months, in lieu of vacation, shall be paid vacation pay at a percentage of their gross earning in accordance with their accumulated actual service and calculated as follows.
- Six percent (6%) up to twenty-four (24) months (2 years)
 - Eight percent (8%) up to ninety-six (96) months (8 years)
 - Ten percent (10%) up to one hundred eighty (180) months (15 years)
 - Twelve percent (12%) up to two hundred forty (240) months (20 years)
 - Fourteen percent (14%) over two hundred forty (240) months (20 years)

Seasonal Employees with twenty-four (24) months or more accumulated service, shall be allowed time off without pay for a maximum of two weeks during the summer months where it is approved by the Employer and where it does not conflict with regular work programs.

- (c) Vacation pay for each week of vacation shall be at the regular rate of pay.
- (d) If a recognized General Holiday falls or is observed during an Employee's vacation period he/she shall be allowed an additional vacation day with pay immediately following his/her vacation period or an additional day of vacation on some other day if mutually agreed to between the Employee and the Employer.
- (e) No more than two (2) weeks of vacation shall be taken at any one time between the months of April to October inclusive unless authorized by the Employer because of special circumstances.
- (f) Employees shall submit requests for annual vacation leave in writing or electronically minimum of one (1) month in advance of the date vacation is to commence. The Employer, within five (5) days, shall advise the Employee in writing or electronically of the approval or denial of such request. If denied, reasons for denial shall be included in the letter. Once the vacation has been approved, the same shall not be amended or changed without the approval of both parties.
- (g) With the exception of Airport Personnel, Employees taking their vacation or "in lieu sick days" will be paid on the basis of a nine (9) hour day at their classified rates.
- (h) Employees shall not be allowed to exceed their annual vacation allotment at any time without receiving special permission from the Supervisor, in which event, each circumstance shall be reviewed on its own merit.

ARTICLE 21: SICKNESS

- (a) All Employees, except Casual, shall be entitled to accumulate sick time of one point five (1.5) days/month worked to a maximum amount of ninety (90) working days.
- (b) Seasonal and Permanent Employees who were hired prior to December 31, 2001, and have returned from Long-Term-Disability Leave to full-time duty shall be entitled to additional sick leave of ninety (90) calendar days for that twelve (12) month period. No

Employee shall be entitled to more than the original ninety (90) working days and the second ninety (90) calendar days of sick leave under this section in any twelve (12) month period.

- (c) The Employer may request a medical certificate before issuing a cheque for sickness and accident pay. The Employer shall also be entitled to require such medical examinations to be carried out by a doctor appointed by the Employer.
- (d) Any Employee who is entitled to receive Workers' Compensation benefits for any period during which he/she is paid pursuant to the provisions of this paragraph shall take all steps necessary to obtain such Workers' Compensation benefits paid directly to the Employer.
- (e) A Permanent Employee shall be granted additional days off with pay to be known as "In-Lieu of Sick Days" in a calendar year for not using sick time provisions of this contract as follows:
 - No use of sick time-----two (2) days
 - One (1) day sick-----one (1) day
 - More than one (1) day sick-----0 days

ARTICLE 22: BENEFITS

- (a) The Employer agrees to cover all Employees under the Local Authorities Pension Plan (LAPP) if they are permanent Employees, and should a permanent Employee be reclassified to a Seasonal Employee, that Employee shall have the option to continue on the Local Authorities Pension Plan.
- (b) The Employer agrees to pay seventy-five percent (75%) of the premium for the Employee Benefit Plan for all eligible permanent Employees, as well as for all eligible seasonal Employees, for the term in which they are employed, and who have completed their initial six (6) months of employment and are in their second calendar year of continuous employment.

Coverage for all Employees who participate in the Employee Benefit Plan is as follows:

- (i) Life Insurance and A.D. & D. Benefits
- (ii) Long-Term-Disability Income Benefits, which the Employer agrees shall be registered with the Local Authorities Pension Plan.
- (iii) Extended Health Care Benefit
- (iv) The Union agrees that participation in the Employee Benefit Plan be a condition of employment when the Employee is eligible for registration in said Plans.

Where a husband and wife are both Employees, one shall be exempt from the requirement of being a participant in the Plans named above at their option.

- (v) Employee Benefit Plan – Dental
- (vi) During any absence on Long-Term-Disability, the Employer and Employee shall continue payment of costs toward all Health, Medical, Insurance and Pension Plans, except those plans where the premium is waived by the Insurance Carrier. This provision for payment of premiums shall not exceed twenty-four (24) months from date of commencement of Long-Term-Disability. The Union agrees that payment made toward the aforementioned benefit plans shall permit the County to retain and not pass on to the Employees, any rebates of premiums otherwise required under the Employment Insurance (EI) regulations. The Employer agrees not later than April 1st each year to provide the Union with the amount of EI rebate retained by the Employer the previous year.

The County and the Union agree that the benefit of combined contribution to all Health, Medical, Insurance, and Pension Plans is available only if the Employee and the Employer both individually continue to make the necessary contributions to the various plans. The County and the Union agree that both parties are individually required to continue the contributions for the prescribed period.

- (c) The Employer shall pay for medicals needed for licenses, provided the Employer deems them necessary.
- (d) Upon prior approval from the County, tuition, textbooks and other applicable fees pertaining to courses directly related to the Employees' employment will be reimbursed to the Employee upon successful completion of course.
- (e) The parties agree that if the need arises during the life of the Collective Agreement to change the Employee Benefit Plan Carrier, the following procedure will be followed:
 - (i) A committee comprised of equal representation from the Employer and the Union will be established.
 - (ii) The committee will make recommendations to the County for a new Benefit Plan Carrier.

ARTICLE 23: PROMOTIONS, SENIORITY & RE-ENGAGEMENTS

- (a) In the event of layoffs, such layoffs shall be on the basis of seniority provided that those Employees with the most seniority are qualified and capable to fill the jobs, which are required to be done. Employees shall be recalled in order of their seniority providing they are qualified and capable to do the work.

(b) Loss of Seniority:

- (i) An Employee shall not lose seniority rights if he/she is absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer.
- (ii) An Employee shall lose his/her seniority rights in the event:
 - He/she is discharged for just cause and is not reinstated.
 - He/she resigns.
 - He/she fails to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or just cause. It shall be the responsibility of the Employee to keep the Employer informed of his/her current address.
 - He/she is laid off for a period of longer than twelve (12) months.
- (c) The Employer shall maintain a seniority list showing when each Employee's service commenced. An up-to-date seniority list shall be sent to the Union and shall be posted on all bulletin boards by August 31st of each year.
- (d) In making promotions within the jurisdiction of the Union, the required knowledge, qualifications and skills contained in the job posting shall be the primary considerations. Where two (2) or more applicants are equally qualified to fulfill the duties of the position, seniority shall be the determining factor.
- (e)
 - (i) When a vacancy occurs or a new position is made in any department such vacancies shall be posted in all departments for a minimum of five (5) working days in order that all members will know about the position and be able to make written application for said position.
 - (ii) A copy of such vacancy shall be sent to the Union with the dates it was posted.
 - (iii) Applicants for a posted position shall be advised of the results, within two (2) weeks of the closing date of the posting, of who the successful applicant is.
- (f) Where a present Employee is the successful applicant, he/she shall be placed on a trial period of three (3) months, conditional on satisfactory service, such trial period shall terminate after the period of three (3) months. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the Employee finds himself/herself unable to perform the duties of the new job classification he/she shall be returned to his/her former position without loss of seniority and former wage or salary.

Any other Employees promoted or transferred because of the re-arrangement of positions shall also be returned to his/her former position without loss of seniority and former wage or salary.

- (g) When an Employee leaves the Employer's service or is dismissed for just cause and is later reinstated, his/her seniority shall only date from the time of his/her re-engagement.
- (h) Newly hired Employees shall be considered on a probationary basis for a period of six (6) months from the date of hiring. During the probationary period Employees shall be entitled to all rights and privileges applicable to their Employee designation within this Agreement, excepting the right to grieve termination of employment. Seniority shall be effective from the original date of the employment. The probationary period shall operate on a cumulative basis until such time six (6) months of employment is completed.
- (i) Employees being laid off shall be given advance written or verbal notice of lay-off or pay in lieu thereof as follows:
 - (i) Seasonal and/or Casual Employees - five (5) working days.
 - (ii) Permanent Employees - In accordance with the time limit set forth in the Employment Standards Code.

The above provisions are not applicable to Seasonal or Casual Employees on temporary weather shut downs.

- (j) Training Employees:
In the interest of succession planning and cross-training, the Employer from time to time will offer training to Employees interested in qualifying for positions which may become available in the future. Permanent Employees will be given primary consideration for such training.

ARTICLE 24: TRANSFERS OUTSIDE BARGAINING UNITS

- (a) No Employee shall be transferred to a position outside the bargaining unit without his/her consent. Any Employee promoted or transferred to a position within the County service outside the jurisdiction of this Agreement may retain his/her seniority rights to return to any classification covered by this Agreement within a period not to exceed one (1) year from the date of promotion or transfer. The Employee shall accumulate seniority during the period he/she is out of the bargaining unit. In returning to the bargaining unit the Employee shall be placed in a job consistent with his/her seniority but such return shall not result in the lay-off of an Employee with greater seniority.

ARTICLE 25: WARNINGS

- (a) Whenever the Employer deems it necessary to censure 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/her 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 Secretary of the Union, with a copy to the Employee involved.

ARTICLE 26: DISCHARGE AND/OR SUSPENSION PROCEDURE

- (a) An Employee who has completed his/her probationary period may be dismissed but only for just cause and only upon the authority of the Employer so designated. The Employer may discharge or suspend an Employee but shall do so only in the presence of his Shop Steward or Union National Representative. The Employee and the Union shall be advised promptly in writing of the reason for such discharge or suspension.

ARTICLE 27: UNJUST SUSPENSION & DISCHARGE

- (a) An Employee who has been unjustly suspended or discharged shall be immediately reinstated in his/her former position without loss of seniority. He/she shall be compensated for all time lost in an amount equal to his/her normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

ARTICLE 28: CHANGE OF WORK

- (a) Any Employee who transfers or is transferred by the Employer to another job carrying a higher rate of pay shall receive that rate of pay for all hours worked in that classification. If any Employee is required to assume the duties of another Employee or a position, which carries with it a lesser rate of pay, this Employee's rate of pay will not be reduced provided the period does not exceed twenty-six (26) weeks. The Employee shall be advised in writing within five (5) working days of the reasons for his/her transfer in the event the transfer is initiated by the Employer.

ARTICLE 29: LEAVE OF ABSENCE

- (a) For Union Business:
When an Employee attends a meeting between the Employer and the Union, dealing with Union business, the Employee shall suffer no loss of pay. The Employee must advise the Employer that he/she has been called to attend a meeting.
- (b) For Union Conventions and Meetings:
 - (i) Leave of absence, without pay and without loss of seniority, shall be granted upon request 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, providing sufficient notice of intent to take leave of absences is given to the County.

Employees granted a leave under the terms of this clause will receive their regular pay and fringe benefits for the period of their absence and in turn, the County will invoice the Secretary Treasurer of the Union for all costs thereto. Local 2800 agrees to promptly reimburse the County upon receipt of said invoice.

- (ii) In all the foregoing provisions the County shall grant the required time off provided that seven (7) working days written notice is given prior to the designated day(s) off. If the Employee is unable to give the required notice, or where the absence of the Employee will cause a serious disruption of work or other difficulty the County may refuse the leave.

(c) Bereavement Leave:

Special leave of absence with pay shall be granted in the case of death of a member of the immediate family. Immediate family shall be defined as:

Mother	Father	Grandparent	Sister
Brother	Brother-in-law	Sister-in-law	Spouse
Child	Niece or Nephew	Aunt	Uncle
Step-Parent	Step-Child		

of the Employee or Employee's partner, or any other dependant residing in the Employee's residence. Such leave of absence will not be granted for a period exceeding four (4) days. Where the death or burial occurs in excess of 482 km. (300 miles) from an Employee's place of residence, the Employee shall receive an additional two (2) days leave with pay.

(d) Pallbearers:

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

(e) Jury Duty:

Leave for an Employee to serve as a Crown witness at a scheduled session of the Court in response to notice to attend or a subpoena, provided that any fee excluding traveling and living expenses received by the Employee for acting in such a capacity be paid to the County, and that the Employee is not charged with any offense, will present proof of service and the amount of pay received.

Jury and witness leave shall be granted to an Employee subpoenaed to appear, provided the Employee is not charged with the offense. The leave will be granted with pay, and with the Court stipend to be paid to the County, and the Employee will retain any allowance for living and traveling expenses.

(f) Personal Leave:

The Employer shall grant up to four (4) days leave per year with pay to attend immediate family needs and/or emergencies. To be taken in half (1/2) or full day increments.

(g) 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.

(h) Maximum of three (3) working days per year will be allowed to Employees under this contract to attend the birth or adoption of his children.

ARTICLE 30: WAGES, CLASSIFICATIONS & DEFINITIONS

CLASS NO.	DESCRIPTION	START RATE	Jan. 1, 2011 (+4%)	START RATE	Jan. 1, 2012 (+2.8%)	START RATE	Jan. 1, 2013 (+2.8%)	START RATE	Jan. 1, 2014 (+2.8%)
1	Casual Labourer	//////////	13.54	//////////	13.92	//////////	14.31	//////////	14.71
1	Casual Small Equipment Operator	//////////	14.73	//////////	15.14	//////////	15.57	//////////	16.00
2	Small Equipment Operator	21.37	22.85	21.97	23.49	22.58	24.15	23.22	24.82
3	Single Axle Truck Drivers (Appropriate License Required)	23.22	24.69	23.87	25.38	24.54	26.09	25.23	26.82
	Self-Propelled Roller & Packer Operator								
	Tractor Operators								
4	Weed Inspector	24.02	25.52	24.69	26.23	25.38	26.97	26.09	27.72
	Water & Wastewater Operator (Non-Certified)								
	Sign Truck Operator								
	Spray Boom Operator								
	Heavy Equipment Operators A. Front End Loader B. Tandem Truck Drivers (Appropriate License Required) C. Dozer D. Airport Airfield Maintenance Equipment								
5	Water & Wastewater Operator Level I (Certified)	24.40	25.90	25.08	26.63	25.79	27.37	26.51	28.14
	Area Grader Operators								
	Semi-Trailer Drivers								
	Sanding & Snow Plowing								
	Backhoe Operator								
	Inventory Clerk								
6	Construction & Finishing Operators	25.03	26.50	25.73	27.24	26.45	28.00	27.19	28.79
	Motor Scraper Operator								
	Hi-Hoe Operator								
7	Water & Wastewater Operator Level II (Certified)	26.41	27.89	27.15	28.67	27.91	29.47	28.69	30.30
8	Foreman II	27.44	28.91	28.21	29.72	29.00	30.55	29.81	31.41
9	Heavy Duty Mechanic	31.41	32.89	32.29	33.81	33.19	34.76	34.12	35.73
	Journeyman Electrician								
10	Foreman III	31.41	32.89	33.32	34.84	34.25	35.81	35.21	36.82

START RATE: The Start Rate of pay shall be applicable for the first six (6) months of accumulated service with the Employer only. The Start Rate shall not apply to the Class #1 Casual Labourer and Casual Small Equipment Operator classifications.

ARTICLE 31: ACTING FOREMAN ALLOWANCE

- (a) Employees appointed in writing by the Employer as Acting Foreman shall be paid fifty cents (\$0.50) per hour in addition to their regular rate during the period of time they act as foreman. The Employee will not be paid a wage that exceeds the rate for the position being relieved.
- (b) Employees appointed in writing by the Employer to relieve a non-Union position shall be paid ten percent (10%) above their regular rate during the period they occupy the position.
- (c) An Employee will not be required to perform any of these duties until receiving written confirmation and the appointment is posted on the shop bulletin board.

ARTICLE 32: ALLOWANCES

- (a) Employees required to use their own automobile for traveling or business for the County, other than their traveling to and from work time, will be paid at the same rate as County Officials.
- (b) Employees who have attained and are engaged in work which requires the use of a Pesticide Applicator License, shall be paid one dollar (\$1.00) per hour in addition to their regular rate during each year as he/she maintains the required license.
- (c) Employees who are accredited as a Safety Auditor and as required and approved by the Employer, shall be paid one dollar (\$1.00) per hour in addition to their regular rate during each year, as he/she remains accredited.


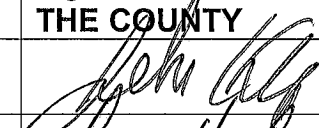
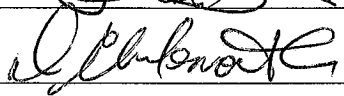

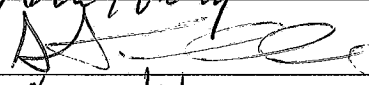

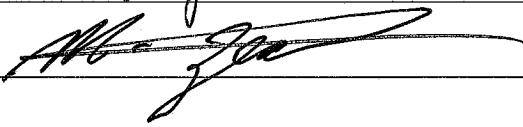
ARTICLE 33: RETIREMENT

- (a) The County agrees that retirement at sixty-five (65) years of age is encouraged unless an extension is mutually agreed upon between the Employer and the Employee.

ARTICLE 34: GENERAL PROVISIONS

- (a) Employees whose jobs are not in the bargaining unit shall not work on any jobs, which are included in the bargaining unit except in the case of emergencies.

In witness whereof, the parties hereto, have caused these
presents to be executed this 20th day of January 2012.

Signed on behalf of: THE UNION	Signed on behalf of: THE COUNTY
	
	
Ken Read	
	David Sturgeon
	

LETTER OF UNDERSTANDING #1 – Journeyman Boom Truck Operator

BETWEEN

County of Lethbridge

(hereinafter called "the Employer" or "the County")

- AND -

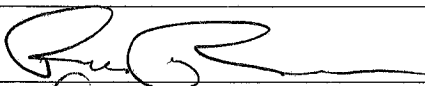
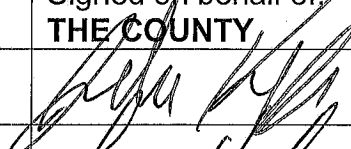

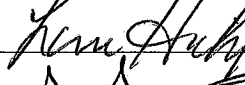

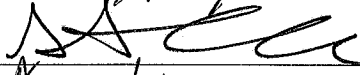
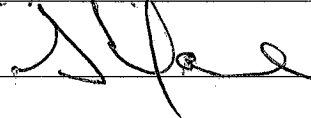
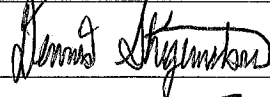
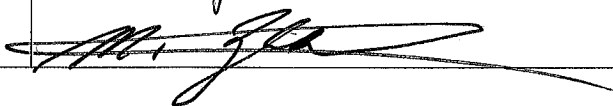
CANADIAN UNION OF PUBLIC EMPLOYEES, Local 2800

(hereinafter called "the Union")

RE: JOURNEYMAN BOOM TRUCK OPERATOR

Whereas it is understood that under the terms and conditions of this Collective Agreement, Darren Gillies, a Journey Boom Truck Operator shall be paid at a Class 7 while employed in his current position as Sign Truck Operator. Should Mr. Gillies leave this position in any capacity this Letter of Understanding shall become void.

Agreed to this 20th day of January 2012

Signed on behalf of: THE UNION	Signed on behalf of: THE COUNTY
	
	
	
	
	

LETTER OF UNDERSTANDING #2 – Heavy Duty Mechanic Apprenticeship

BETWEEN

County of Lethbridge
(hereinafter called "the Employer" or "the County")

- AND -

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 2800
(hereinafter called "the Union")

RE: HEAVY DUTY MECHANIC APPRENTICESHIP

Whereas it is understood that under the terms and conditions of this Collective Agreement, and during the period of this four (4) year Heavy Duty Mechanic Apprenticeship, Warren Stanko shall be paid as follows:

- Beginning of years 1 & 2 receive Class 5 rate
- Beginning of year 3 receive Class 6 rate
- Beginning of year 4 receive Class 7 rate

Upon completion of this apprenticeship, Mr. Stanko shall receive the Class 9 rate. Should Mr. Stanko leave this position, this Letter of Understanding shall become void.

Agreed to this 20th day of January 2012

Signed on behalf of: THE UNION	Signed on behalf of: THE COUNTY
