

COLLECTIVE AGREEMENT

between

CUPE LOCAL 3395

and

THE COUNTY OF FORTY MILE NO. 8



JANUARY 1, 2013 – DECEMBER 31, 2015

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THIS AGREEMENT made this 17th day of January, 2013 A.D.

BETWEEN:

THE COUNTY OF FORTY MILE NO. 8
Hereinafter called 'The Employer' or 'County'

Party of the First Part

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3395
Hereinafter called 'The Union'

Party of the Second Part

1. RECOGNITION

The County recognizes the Union as the sole bargaining agent for Employees as specified in the following Labour Relations Code Certificates.

- (a) Certificate No. 179-89 comprising 'All Employees except those of the Agricultural Committee'.
- (b) Certificate No. 180-89 comprising 'All Employees of the Agricultural Committee'.
- (c) No employee covered by this Agreement shall be asked to make written or verbal agreement with the Employer concerning hours of work, wages or conditions during the term of this Agreement except Assistant Agriculture Fieldman, Assessor, and GIS Employee regarding rates of pay and hours of work. The Employer agrees to advise the Union in writing within Thirty (30) Days of any amendments to the rates of pay.

2. 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) This Agreement shall be in full force and effect from January 1, 2013 until December 31st, 2015 and from year to year thereafter unless one Party gives to the other party, in writing, not less than sixty (60) or more than one hundred and twenty (120) days prior to the expiry date of the collective agreement, notice of their intent to commence collective bargaining.

The parties shall exchange proposals from those articles of the collective agreement, which they are seeking to amend at their first meeting after serving notice, held for the purposes of collective bargaining.

3. **RESERVATIONS OF MANAGEMENT**

Management reserves all rights not specifically restricted by this Agreement.

4. **PAY DAYS**

- (a) All Employees where wages are quoted hourly shall be paid bi-weekly by direct deposit on Friday morning to the financial institution of the individual Employee's choice. Employees shall receive a statement indicating the amount of earnings and deductions issued on such pay day.
- (b) All Employees where wages are quoted monthly shall be paid on the last working day of the month by direct deposit to the financial institution of the individual Employee's choice. Employees shall receive a statement indicating the amount of earnings and deductions issued on such pay day.
- (c) If a statutory holiday falls on a pay day Employees shall receive their pay on the last working day prior to such holiday.

5. **CHECK OFF**

The Employer agrees to deduct from the pay of each Employee within the bargaining unit monthly or bi-weekly Union dues as determined by the Union and remit to the Union by the 15th day of the following month.

6. **WORKING CONDITIONS AND HOURS**

(a) **Public Works and Construction:**

- (i) From April 1st to October 31st the hours of work shall be ten (10) hours per day, ninety (90) hours bi-weekly, Monday through Friday except that every second Friday will be off without pay. Overtime takes effect after 191 hours in the month.
- (ii) From November 1st to March 31st eight (8) hours per day on Monday through Friday, forty (40) hours per week.
- (iii) Employees who are required to eat their lunch out on the job will have their thirty (30) minute lunch break included in their regular shift. This Clause only applies to Construction and Maintenance Employees.

(b) **Public Works - Shop:**

- (i) Eight (8) hours per day, Monday through Friday, forty (40) hours per week.

(c) **County Office:**

- (i) Seven (7) hours per day, Monday through Friday, thirty-five (35) hours per week.
- (ii) For the position of Assessor and the GIS Employee, the hours of work maybe varied by mutual agreement between the Employee and the Employer or the Employer's Supervisor acting on behalf of the Employer. In recognition of evening or weekend work, the Assessor shall be entitled to five (5) days off with pay annually.

(d) **Agricultural Employees:**

- (i) From April 1st to October 31st the hours of work shall be nine point five (9.5) hours per day Monday through Thursday and six (6) hours per day on Friday for a total of 44 hours per week.
- (ii) From November 1st to March 31st the hours of work shall be nine (9) hours per day Monday to Thursday and 8 hours per day on Friday with every second Friday off without pay for a total of 80 hours bi-weekly.
- (iii) For the position of Assistant Agriculture Fieldman, the hours of work may be varied by mutual agreement between the Employee and the Employer or the Employee's Supervisor acting on behalf of the Employer. In recognition of evening and weekend work the Assistant Agriculture Fieldman shall be entitled to five (5) days lieu time off with pay annually.
- (iv) Employees who are required to eat their lunch out on the job will have their thirty (30) minute lunch break included in their regular shift. This clause only applies to Agricultural Employees.
- (e) Any Employee reporting for work, who has not been instructed not to return to work and cannot perform his regular duties and cannot be offered alternate work and is sent home shall be paid for four (4) hours at his regular rate of pay as though he had been working. An Employee refusing work shall be sent home without pay.
- (f) If an Employee starts to work and then is sent home, he shall receive not less than four (4) hours pay at his regular rate.
- (g) Hours of any part time Employees shall be mutually agreed on by both parties.
- (h) One fifteen (15) minute paid rest break will be allowed in each half of the regular shift for all Employees.
- (i) All travelling time to and from the job shall be included in the regular hours of work from specified bases, by mutual agreement.
- (j) All Employees shall be allowed travelling time and vehicle while relieving various Employees on holidays. Travelling time shall be included in regular working hours. During this time of relieving, the Employee's base shall be the nearest base to the Employee's home.
- (k) **Banked Hours**

Time off may be taken in lieu of banked hours at the mutual convenience between the Employee and the County. Such time off shall be granted based on the actual hours worked. The total number of hours accumulated shall not exceed 30 hours at any one time. All banked hours must be approved by the immediate Supervisor. All banked hours must be used prior to the end of the Season for Seasonal Employees or by the end of December for Full Time Employees.

7. WAGES

(a) Public Works:

(i) Public Works Construction and Maintaining Pay Rates:

Classification	Jan. 1, 2013	Jan.1, 2014	Jan. 1, 2015
Camp Serviceman	25.60	26.24	26.89
Carry All Scraper	26.59	27.26	27.94
Crawler Tractor	26.21	26.87	27.54
Dormer Operator	25.77	26.41	27.08
Flag Person	14.51	14.88	15.25
Grader Oiling	26.57	27.24	27.92
Grader Operator	26.08	26.73	27.40
Grader Operator – Construction	26.32	26.97	27.65
Grader Operator – Finishing	26.57	27.24	27.92
Gravel Checker	22.94	23.51	24.10
Hoe Operator (Requires Driving License 1 st Class)	26.08	26.73	27.40
Hydro Vac Operator	25.46	26.10	26.75
Labourers	21.00	21.53	22.06
Packer Operator	23.98	24.58	25.19
Roadside Mower	24.84	25.46	26.10
Truck Driver	25.46	26.10	26.75
Truck Driver Class 1 License (While operating a vehicle that requires a Class 1 License)	26.08	26.73	27.40

- (ii) New Employees with no experience in their classification will remain at the start rate of one dollar (\$1.00) per hour below the listed job rate until they have worked six (6) months, then move to the job rate. New Employees working in the following classifications of Licensed Mechanic and Licensed Welder shall start at the job rate.
- (iii) When an Employee is required to assume the duties of a position with a lower rate of pay, the Employee shall continue to receive his/her regular rate of pay.
- (iv) Any Employee who transfers or is transferred to another job carrying a higher rate of pay shall receive that rate of pay for all hours worked in that classification if employed in that job for a total of five (5) cumulative days. An Employee shall only have to work the five (5) cumulative days once. Then shall be paid the rate for the position any time the Employee is required to assume the duties of that position.
- (v) From November 1st to March 31st Grader Operators will receive the Finish Operator's rates.

Public Works - Shop

Classification	Jan. 1, 2013	Jan. 1, 2014	Jan. 1, 2015
Licensed Mechanic	31.12	31.89	32.69
Shop Foreman	33.30	34.13	34.99

Shop Foreman: The Public Works Shop Foreman's wage shall be maintained at two dollars (\$2.00) per hour above the Licensed Mechanic's hourly wage rate.

Effective January 1, 2013:

Classification	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.
Apprentice Mechanic	25.46	26.37	27.25	28.63
Apprentice Welder	25.46	26.81	28.63	
Licensed Welder				31.12
Partsman				27.14
Record and Service Clerk I				27.78
Record and Service Clerk II				27.50
Utility Operator	24.03	24.64	25.27	25.89

Effective January 1, 2014:

Classification	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.
Apprentice Mechanic	26.10	27.03	27.94	29.35
Apprentice Welder	26.10	27.48	29.35	
Licensed Welder				31.89
Partsman				27.82
Record and Service Clerk I				28.47
Record and Service Clerk II				28.19
Utility Operator	24.63	25.25	25.90	26.54

Effective January 1, 2015:

Classification	1Yr.	2 Yrs.	3 Yrs.	4 Yrs.
Apprentice Mechanic	26.75	27.70	28.63	30.08
Apprentice Welder	26.75	28.17	30.08	
Licensed Welder				32.69
Partsman				28.51
Record and Service Clerk I				29.19
Record and Service Clerk II				28.89
Utility Operator	25.25	25.88	26.54	27.21

Public Works Office Clerk:

Effective January 1, 2013:

Classification	Start	1 Yr.	2 Yrs.	3 Yrs.
General Office Clerk	21.98	22.55	23.14	23.75

Effective January 1, 2014:

Classification	Start	1 Yr.	2 Yrs.	3 Yrs.
General Office Clerk	22.53	23.11	23.72	24.35

Effective January 1, 2015:

Classification	Start	1 Yr.	2 Yrs.	3 Yrs.
General Office Clerk	23.09	23.69	24.32	24.95

- (vi) A lead hand, when appointed by the Municipal Supervisor shall receive one dollar and fifty cents (\$1.50) per hour in addition to his regular rate of pay during the time he is in charge of an operation.

(b) **Apprentice Attending Technical Courses**

During absences, when attending required apprentice technical training courses, the County shall maintain the apprentice's regular rate of pay at his current apprentice or frozen step, whichever is greater, less the amount of his training allowance which has not been required for additional expenses incurred during the training period. The training allowance shall be applied for by the apprentice. The apprentice agrees to serve a two (2) year term of employment from the last re-imbusement of his training course time with the Employee, refunding to the County any portion of the re-imbusement received during the two (2) year period prior to his leaving the County's employment.

(c) **County Office:**

Effective January 1, 2013:

Classification	Start	1 Yr.	2 Yrs.	3 Yrs.
Accounts Clerk, Taxroll Clerk, Payroll Clerk	24.96	25.66	26.38	27.12
General Office Clerk	21.98	22.55	23.14	23.75
Senior Office Clerk	22.56	23.15	23.75	24.41
Steno	23.42	24.03	24.68	25.32

Effective January 1, 2014:

Classification	Start	1 Yr.	2 Yrs.	3 Yrs.
Accounts Clerk, Taxroll Clerk, Payroll Clerk	25.58	26.30	27.04	27.80
General Office Clerk	22.53	23.11	23.72	24.35
Senior Office Clerk	23.12	23.73	24.35	25.02
Steno	24.01	24.63	25.30	25.95

Effective January 1, 2015:

Classification	Start	1 Yr.	2 Yrs.	3 Yrs.
Accounts Clerk, Taxroll Clerk, Payroll Clerk	26.22	26.96	27.71	28.49
General Office Clerk	23.09	23.69	24.32	24.95
Senior Office Clerk	23.70	24.33	24.95	25.65
Steno	24.61	25.25	25.93	26.60

- (i) When an office Employee moves to a senior position within the office they shall receive one half (½) of their experience increments from their old position. The Employee shall move to the next higher increment after six (6) months in the new position.

- (ii) An office Employee required to assume temporarily the duties of another position paying a higher rate of pay shall be placed on the increment scale of the higher rated position in accordance with the years of experience the Employee accepting the position has accrued for all hours worked in his/her classification (e.g.: 2 years to 2 years) if employed in the new classification for a total of five (5) cumulative days.

An Employee shall only have to work the five (5) accumulative days once. Then shall be paid the rate for the position anytime the Employee is required to assume the duties of that position.

- (iii) An Employee required to temporarily fill a position carrying a lower rate the Employee shall continue to receive the rate payable at his/her regular position.

(d) **Agricultural Employees**

Classification	Jan. 1, 2013	Jan. 1, 2014	Jan.1, 2015
Agricultural Fieldman Assistant	25.89	26.54	27.21
Labourer	21.00	21.53	22.06
Pesticide Applicator– Licence (A & D)	24.92	25.54	26.18
Roadside Mower	24.84	25.46	26.10
Weed Inspector	22.87	23.44	24.02
Labourers – Park	21.00	21.53	22.06
Part Time Gate Attendant	16.74	17.16	17.58
Part Time Cleaner – Park	16.74	17.16	17.58

- (e) Long service pay increase of 5% to rate of pay on Employee's 28th Anniversary date effective January 1, 2005.
- (f) Employees that retire and are in receipt of LAPP Pension payments shall receive from the County a retirement payment of one day's pay for every year of service with the County.
- (g) **On-call and Standby Pay for Utility Operators:**
 - (i) Utility Operators or Relief Utility Operators required to be on-call on weekends and Statutory Holidays shall be paid on-call pay at the rate of four (4) hours pay for each day the Employee is required to be on standby, in addition to any other pay entitlement.
 - (ii) When an Employee on-call is called out to work he shall receive a minimum of two (2) hours pay at the overtime rate or overtime rate for the hours worked, whichever is greater.
 - (iii) Employees who are on-call and are required to check pumping stations on weekends and Statutory Holidays shall be paid an additional two (2) hours pay at straight time for each day the Employee is required to check pumping stations, in lieu of travel time.

- (iv) Employees, who are not on-call and are required to check pumping stations on weekends or Statutory Holidays shall be paid four (4) hours straight pay for checking such stations. Any hours that exceed the four (4) hours will be paid at the overtime rate.

8. OVERTIME

(a) Public Works - Shop:

Time and one half (1½) shall be paid after eight (8) hours per day for Public Works Shop.

(b) Public Works - Construction:

On Public Works Construction and Maintenance time and one half (1½) shall be paid after ten (10) hours per day April 1 to October 31 and eight (8) hours per day November 1 to March 31st.

(c) Office Staff:

Time and one half (1½) shall be paid after seven (7) hours per day for Office Staff.

(d) Agricultural Employees:

(i) During the period April 1st to October 31 time and one half (1½) shall be paid after nine point five (9.5) hours per day Monday through Thursday and after six (6) hours per day on Friday.

(ii) During the period November 1st to March 31st time and one half (1½) shall be paid after nine (9) hours per day Monday through Thursday and after eight (8) hours per day on Friday.

General Overtime Provisions:

(e) (i) In the giving out of overtime, the Employer agrees to distribute such overtime as evenly as practical among the members of the department.

(ii) A record shall be posted and kept up to date bi-weekly, showing the amount of each Employee's overtime. The period for accumulation shall be January 1st to December 31st in each year.

(iii) In recording overtime, the record shall show overtime and the number of times the Employee was not available.

(iv) When an Employee refuses an assignment of overtime, the total hours of the assignment shall be added to his total of overtime as though it had been performed.

(v) A copy of the overtime list shall be forwarded to the Union upon request.

(vi) All overtime must be authorized by the Immediate Supervisor.

(vii) In the event of any Employee being called to work on their day or days off, they shall be paid at time and one half (1½) their regular rate for each hour worked.

- (viii) No Employee losing time during their scheduled workweek shall work on their day off for straight time, unless requested by the Employee and approved by the Immediate Supervisor.
- (ix) Employee(s) called out for an emergency call-out shall be paid a minimum of two (2) hours at the overtime rate of time and one half (1½) for all hours worked.
- (x) No Employee shall be required to take time off in lieu of overtime.
- (xi) Overtime – call outs, scheduled overtime, extensions of the scheduled daily hours of work, extending both into and/or beyond those hours, shall be defined as overtime. The Immediate Supervisor must authorize overtime.

(f) **Winter On-call Provisions:**

- (i) During the period of December 1 until March 1, full-time Equipment Operators shall be placed on an on-call list for snow ploughing and sanding on weekends and statutory holidays. The Equipment Operators will rotate their weekends on-call with the other Equipment Operators in the area.
- (ii) There will be an on-call list for the following areas: Bow Island, Foremost, and Manyberries.
- (iii) The Equipment Operator on-call shall be paid on-call pay, at the rate of four (4) hours pay for each day the Employee is required to be on standby, in addition to any other pay entitlement.
- (iv) When the Equipment Operator on-call is called out to work he shall receive a minimum of two (2) hours pay at the overtime rate or overtime rate for the hours worked, whichever is greater.

9. STATUTORY HOLIDAYS

- (a) The following shall be considered Statutory Holidays:

New Year's Day	Labour Day
Third Monday in February (Family Day)	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	
First Monday in August	

and all general holidays proclaimed by the County of Forty Mile No. 8, the Province of Alberta or the Dominion of Canada. However holidays declared by any other municipalities shall not be recognized.

No deduction in wages or salaries of any Employees shall be made on account of the above-mentioned holiday occurring during regular work periods.

- (b) When such Statutory Holiday falls on a Saturday or Sunday the following Monday and/or Tuesday shall be observed as the holiday in lieu. If the Employee does not receive the lieu day the Employee shall be entitled to an extra days pay for same.

- (c) If a Statutory Holiday or declared holiday falls on an Employee's regular working period and he works, he 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 normal pay for the day.
- (d) If an Employee works on the day prior, or the day following a holiday, he/she shall be paid for the holiday.

10. ANNUAL LEAVE

Full Time Employees

All vacation entitlements will be calculated on the calendar year (January 1 to December 31). Employees with an anniversary date after January 1, 1992 will have their first year vacation pro-rated to December 31st.

All vacations for Employees with an anniversary date prior to January 1, 1992 will be taken on a calendar year (January 1 through December 31). An Employee eligible for an additional week of vacation will be entitled to take that week during the same calendar year.

On retirement or termination of an employee hired prior to January 1, 1992 vacation entitlement will be calculated on vacation entitlement from anniversary date to December 31 and any unused portion of vacation for the current calendar year.

This established vacation date will only apply to vacation entitlement and will not affect anniversary dates, seniority, or long service awards. All vacations must be used prior to December 31 unless permission has been granted to carry them over into the next calendar year.

For vacation purposes a seasonal Employee who becomes a full time Employee shall be credited for seasonal service in accordance with clause (a) sub-clauses (i) and (ii). No service prior to the current period of employment, excepting thereout temporary lay-offs, shall be recognized for the calculation of vacation entitlement.

- (a) Service shall be calculated by applying the following regulations established under Clause (11).
 - (i) Service is defined as length of service with the Employer accepting thereout the following exclusions:

Service prior to the Employee being discharged for just cause, he resigns, he 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 current address), or he is laid off for a period of longer than twelve (12) months.
 - (ii) Seasonal service shall be calculated by actual days worked divided by 21.66 to determine months of service. Actual days worked to include days of leave with pay. Years of service determined by number of months of service calculated above divided by 12.

- (b) Those Employees who have been hired for a full time position or provided full time employment excluding any break in service of ninety (90) days or less including a lay-off with:
- one (1) year service or more shall receive two (2) weeks vacation pay with each year,
 - two (2) years of service or more shall receive three (3) weeks vacation with pay each year,
 - nine (9) years of service or more shall receive four (4) weeks vacation with pay each year,
 - eighteen (18) years of service or more shall receive five (5) weeks vacation with pay each year.
 - twenty five (25) years of service or more shall receive six (6) weeks vacation with pay each year.
- (c) Vacation periods shall be no less than one (1) full week when there is a full two (2) weeks or more entitlement, excluding any adjustments for Statutory Holidays, these statutory holidays shall be arranged between the Employee and the Immediate Supervisor.
- (d) It is agreed that any Employee shall not be called back to work while on annual vacation except in case of extreme emergency.
- (e) Pay to carry on at regular rates during vacation period.
- (f) Statutory or declared holidays are not included in the vacation period.
- (g) The Employer shall prepare a vacation list for each section and post the list in each section, by May 1st, where it can be seen by all section Employees. A copy of these lists will be made available to the Secretary of the Union. These lists will be used from year to year to determine the choice of vacations for the Employees in each category. Where there are an even number the first two (2) names on the list will reverse order at the bottom of the list each year. Where there are an odd number the first two (2) names on the list will move to the bottom of the list each year without reversing. In all cases any new Employees will be added below those on the list. Vacation list shall be approved by each section supervisor. If any dispute arises this shall be dealt with by the Grievance Procedure.
- (h) Any Employee who takes his vacation between November 1st and March 31st shall be paid at the hourly rate and hours the Employee was working for the period April 1st to October 31st.
- (i) All seasonal and casual Employees who have completed:
- One (1) season shall receive four (4) per cent of regular earnings.
 - Two (2) to eight (8) seasons shall receive six (6) per cent of regular earnings.
 - Nine (9) to seventeen (17) seasons shall receive eight (8) per cent of regular earnings.
 - Eighteen (18) or more seasons shall receive ten (10) per cent of regular earnings.

Twenty five (25) or more seasons shall receive twelve (12) per cent of regular earnings.

Payment of vacation pay to seasonal Employees will be calculated bi-weekly at the percentage the Employee is entitled to and added to his regular bi-weekly wage.

11. PROMOTIONS, SENIORITY, ENGAGEMENTS AND RE-ENGAGEMENTS

- (a) Seniority is defined as the length of service with the Employer.

Service of Seasonal Employees shall be calculated by actual days worked divided by 21.66 to determine months of service. Actual days worked to include days of leave with pay. Years of service determined by number of month's service calculated above divided by 12.

- (b) The Employer shall maintain on the seniority list, as determined in (a) the date 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 in January of each year.

- (c) Newly hired Employees shall be considered on a probationary basis for a period of six (6) working months or one full season whichever is longer from the date of hiring.

During the probationary period, Employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge, Sickness and Accident and Medical coverage. The employment of such Employees may be terminated at any time during the probationary period without recourse to the Grievance Procedure.

After completion of the probationary period seniority shall be effective from the original date of employment.

- (d) **Loss of Seniority:**

- (i) An Employee shall not lose seniority rights if he is absent from work because of sickness, accident, lay-offs, or leave of absence approved by the Employer.

An Employee shall only lose his seniority rights in the event:

- (ii) He is discharged for just cause and is not re-instated.
- (iii) He resigns.
- (iv) He 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 current address.
- (v) He is laid off for a period of longer than twelve (12) months.

- (e) The Employer and the Union agree that all new and vacant positions shall be posted. When a vacancy occurs or a new position is created in any department, such vacancy shall be posted 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 the said position. The Employer, where a new position or vacancy occurs, shall have the right to fill such vacancy on a temporary basis, providing the job is posted first. The Union shall be notified in writing of the successful applicant's name.

- (f) The Employee who is the successful transferred applicant shall be placed on trial for a period of ten (10) days worked in the position. Conditional on satisfactory service, such trial promotion shall become permanent after the period of ten (10) days worked in the position.

In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds himself unable to perform the new job classification, he shall be returned to his former position without loss of seniority and former wage or salary. The transfer of the Employee to his former position may be made at any time during the trial period without recourse to the grievance procedure. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his former position without loss of seniority and former wage or salary. Employees promoted or transferred to fill temporary vacancies or short-term position of four months or less shall not be allowed to return to their former position unless directed by the Municipal Supervisor.

- (g) When an Employee leaves the Employer's service or is dismissed for cause and is later reinstated, his seniority shall date only be from the time of his re-engagement.
- (h) In making promotions, appointments shall be made from the Employee having the greatest seniority and necessary qualifications for the jobs. Seniority and qualifications shall be given consideration.
- (i) **Seniority for Lay-offs:**

In the event of lay-offs, such lay-offs 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 the order of their seniority provided they are qualified and capable to do the job. All call backs are to be confirmed by letter with a copy to the Union.

- (j) Seasonal Employees shall receive five (5) working days notice of a proposed layoff.

- (k) **Work Reduction Due to Inclement Weather**

When the work of a crew is reduced by weather conditions and the shut down will be for five (5) days or less, Full-time Employees on the crew will be provided with alternate work.

When there is alternate work available, it will be distributed to Seasonal Employees on a basis of seniority within that crew, provided the Employees with the most seniority have the qualifications to do the job available. There shall be no bumping between positions for up to five days.

12. SICKNESS AND ACCIDENT

- (a) Upon completion of the probationary period, all Employees shall receive two (2) days sick leave per month cumulative from month to month and year to year to a total of one hundred and twenty five (125) working days.
- (b) Any Employee on sick leave shall be paid for the period of such leave at his regular rate of pay on the same basis as though he was working and the number of days thus paid for shall be charged against the accumulated credit for sick leave.

- (c) Any Employee off sick for a period of more than three (3) days at any time may be required to produce a certificate from a qualified practitioner. If the supervisor has reason to believe there is abuse of sick leave, the three (3) day provision will be waived.
- (d) Employees reporting sick shall do so to the Immediate Supervisor at least one (1) hour prior to the time he is required to work, unless extenuating circumstances make it impossible for the Employee to report, in order that a replacement may be arranged for or duties redistributed. Failure to do so will result in a reduction of one half (1/2) days pay.
- (e) The Employer agrees to deduct from Employee's pay the premium for a long term and accident policy that may be implemented, in accordance with the participation requirements of the Alberta Municipal Employee Benefits Service, at a date agreeable to both parties, and remit the premium to the insurance company.

For Employees who are not eligible to participate in the Alberta Municipal Employee Benefits Service a suitable plan to be implemented as per arrangements in above paragraph.

- (f) Where an Employee may use his sick leave to attend a medical practitioner he will be granted sufficient time required from his accumulated sick leave to attend such a medical practitioner.
- (g) Banked sick days may be used to attend family needs such as medical appointments or illnesses, not to exceed one (1) working day in any one calendar year.
- (h) An Employee prevented from performing his/her regular work with the Employer on account of an occupational accident that is covered by Workers' Compensation Act shall receive from the Employer the difference between the amount payable by the Workers' Compensation Board and the rate of pay of his/her classification for a minimum of 30 days to a maximum of the days the Employee has accumulated under his/her sick leave as recorded on first day of his lay off for injury leave. There shall be no reduction in accumulated sick time credits for this provision. A second claim on the same accumulated days shall not be payable on the same injury, if reoccurrence of the same injury within 30 days of returning to work.

13. MEDICAL COVERAGE

Upon completion of the probationary period, all Employees shall be entitled to coverage under the following medical and hospital benefit plans:

1. Alberta Health Care
2. Blue Cross Medical Plan NODECO Contract (extended coverage) with eye care option (eye glasses up to \$300.00 for each two (2) year period).
3. Blue Cross Dental Care Plan
 - 100% coverage of routine treatment
 - 50% coverage of major treatment
 - 50% coverage of orthodontic treatment

All covered expense will be re-imbursed on basis of the Alberta Dental Association schedule of fees.

The premiums for Alberta Health Care, Blue Cross and Dental Plans shall be paid Eighty Five (85%) Per Cent by the Employer.

4. Alberta Municipal Employee Benefits Service

All Eligible Central Office Employees shall be entitled to coverage under the Alberta Municipal Employee Benefits Service.

The Employer shall contribute Eighty (80%) Per Cent to the required premium.

5. All Employees shall be entitled to coverage for Accidental Death and Dismemberment Insurance.

The Employer shall contribute Eighty (80%) Per Cent to the required premium.

14. LEAVE OF ABSENCE

- (a) Leave of absence, without pay, may be granted upon request to the Employer, to Employees elected or appointed to represent the Union at Union Conventions. Leave of absence without pay, may be granted to Employees to attend Executive and Committee meetings of C. U. P. E., its affiliated or chartered bodies. There shall be no loss of seniority because of such leave of absence.

Pay during leave of absence for Union Work or Conventions

An Employee shall receive the pay and benefits provided for in the Agreement when on unpaid leave of absence for Union Work or Conventions. However, the Union shall reimburse the Employer for all pay and benefits during the period of absence.

- (b) Leave of absence, with pay, shall be granted in case of death of a member of the immediate family defined as being spouse, mother, mother-in-law, step-mother, father, father-in-law, step-father, brother, sister, daughter, step-daughter, daughter-in-law, son, step-son, son-in-law, brother-in-law, sister-in-law, grandchild, grandmother, step grandmother, grandfather, step-grandfather, aunt or uncle, such leave of absence granted for a period not exceeding three (3) days plus two (2) days for travelling if necessary.

(c) **Pallbearers:**

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

(d) **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 to the Immediate Supervisor. Such approval shall not be withheld unjustly. The Union Secretary shall receive a copy of all leaves requested of five (5) or more working days with the Employer's replies to same.

- (e) Where permission has been granted to an Employee or representatives of the Union to leave their employment temporarily with respect to an interpretation or a grievance, they shall suffer no loss of pay for the time so spent. The Employee must advise his Immediate Supervisor.

(f) **Maternity Leave**

- (i) Maternity leave shall be for a maximum period of eighteen (18) weeks.
- (ii) The Employee shall give at least two (2) weeks written notice prior to commencement and return from this leave.
- (iii) If required during maternity leave an Employee shall:

access the health-related portion of sick leave before the birth of the child
and
access the Supplementary Unemployment Benefit Plan, as appended to this Contract, after the birth of the child for health-related reasons.
- (iv) Both leaves of clause (iii) will require medical documentation by the Employee's doctor.
- (v) If medical documentation for health-related reasons is not available for a portion of the maternity leave before or after the birth of a child, the Employee shall not be entitled to access the health-related portion of sick leave or access the Supplementary Unemployment Benefit Plan, as appended to this contract Appendix A.
- (vi) Upon return to work an Employee shall be placed on the same step of the wage group and other benefits she was on at the time the leave of absence became effective.

During the period of maternity leave the Employee shall not accumulate sick leave, or experience toward the granting of wage increases.

(g) **Maternity Related and Adoption Leave:**

- (i) In addition to the maternity leave, each Employee shall be entitled to personal leave (for the purposes of extending a maternity leave or for the purpose of adoption) without pay and benefits for a period of time that is mutually agreed to. No Employee shall be denied less than eight (8) weeks if requested.
- (ii) Written notice of intent to take such leave must be forwarded to the Administrator or designate at least sixty (60) days prior to the commencement of this leave. If circumstances surrounding the delivery or adoption of a child prevent the Employee from complying with the sixty (60) days notice the leave shall not be denied.
- (iii) This leave (duration, commencement and return) shall be mutually agreed upon between the Employee and Administrator or designate.
- (iv) Employees on related leave may make arrangements through the Administration Office to prepay premiums for applicable benefits on a monthly basis.
- (v) Upon return to work an Employee shall be placed on the same step of the wage group and other benefits she was on at the time the leave of absence became effective.

During the period of maternity leave the Employee shall not accumulate sick leave, or experience toward the granting of wage increases.

(vi) **Maternity and Parental Leave**

Maternity and parental leave without pay and without benefits shall be provided in accordance with the Employment Standards Code. Employees shall be able to continue the benefit plans pursuant to the master policies during maternity and parental leave providing the Employee pays the entire premium.

- (h) A maximum of three (3) Employer's Employees shall receive pay during negotiations if such meetings are held during the working hours. The time of such meetings to be set by the County to a maximum of three (3) days per negotiation.
- (i) The Employer shall grant leave of absence without loss of seniority to an Employee who serves as a juror or witness in any court. The Employer shall pay such Employee the difference between his normal earnings and the payment he received for jury service or court witness, excluding payment for travelling, meals or other expenses. The Employee will present proof of service and amount of pay received.
- (j) **Examinations and Education Leave:** Subject to approval of the Employer, all Employees shall be equally entitled to leave of absence with pay, and without loss of seniority and benefits for the purpose of taking job related courses and examinations.

All Employees shall be given opportunity to attend job related training.

15. **GRIEVANCE PROCEDURE**

It is the mutual desire of the parties that a complaint of an Employee shall be resolved as promptly as possible. It is understood that an Employee does not have a grievance until he has first discussed his complaint with his Immediate Supervisor without satisfaction. The Employee may, if he wishes, be accompanied by his steward or his designate. Should any differences arise between the Employer and any Employee from the interpretation, application administration or alleged violation of the provisions of this Agreement, an earnest effort shall be made to settle such difference without undue delay, in the following manner. Failing satisfactory settlement the following grievance procedure shall apply.

STEP 1 - within ten (10) working days of the incident which gave rise to the complaint the Employee(s) concerned shall first seek to settle the dispute with Employee(s) designated Immediate Supervisor.

STEP 2 - failing satisfactory settlement within five (5) working days after the dispute was submitted under Step 1, the Union shall within five (5) working days submit to the County Administrator of the Employer a written statement of the particulars of the complaint and of the redress sought. The County Administrator shall render his decision in writing within five (5) working days of receipt of such notice.

STEP 3 - failing settlement being reached in Step 2, the Union shall, within five (5) working days of receipt of the decision of the County Administrator notify the County Administrator in writing that he rejects such decision. The grievance shall then be referred to the Grievance Committee.

- (a) Such Grievance Committee shall consist of two (2) representatives of the County and two (2) representatives of the Union.
- (b) The Grievance Committee shall meet and endeavour to resolve the grievance and

shall render its decision within five (5) working days following receipt of the submission.

- (c) If the Grievance Committee reaches a unanimous decision as to the disposition of the grievance, that decision shall be final and binding on both parties.
- (d) Not more than two (2) members of the Grievance Committee may attend meeting without loss of pay.

STEP 4 – In the event the Grievance Committee does not meet within five (5) working days following receipt of the submission or in the event that the committee does not reach a unanimous decision within the said time limitation, then either party may by written notice to the other party, require the establishment of the Arbitration Board as hereinafter provided.

- (a) Such notice must be given within five (5) days after the date the five (5) working days time limitation in Step 3 expires.
- (b) Concurrently with the notice by the party requiring the establishment of an Arbitration Board, the party shall name its nominee to the Board, and the recipient of the notice shall within five (5) days inform the other party of its nominee to the Board.
- (c) The two (2) nominees so appointed shall within five (5) days of the appointment of the second of them, appoint a third person who shall be chairman of the Arbitration Board. In the event of failure to agree on the appointment of a chairman, any party may request the Minister of Labour to make the necessary appointment.

STEP 5 – The Arbitration Board shall hear and determine the grievance and shall issue an award in writing not later than fifteen (15) days after commencement of the hearings, provided that this time period may be extended by written consent of the parties.

- (a) Such award shall be final and binding upon the parties and upon any employee affected by it.
- (b) The decision of a majority of the Arbitration Board is the award of the Board, but where there is no majority (or unanimity) the decision of the Chairman governs and shall be deemed to be the award of the Board.
- (c) The Arbitration Board by its decision shall not alter, amend or change the terms of this Agreement.
- (d) Each party to the grievance shall bear the expense of its respective nominee, and the two parties shall bear in equal proportions the expense of the chairman.
- (e) All aforesaid time limitation in the steps shall be exclusive of Saturdays, Sundays, and other holidays, and in the event that at any stage of the aforesaid procedures (except in respect of appointing persons to a Board) a party fails to take the necessary action within the time limit specified, the grievance procedure shall be deemed to be at an end.
- (f) Any of the aforesaid time limits may be extended at any stage by mutual consent of the parties.

16. **GENERAL PROVISIONS**

(a) Payment will be made to employees of three dollars (\$3.00) per day per unit for electric power for block heaters or machines and/or trucks plugged in, upon prior approval of Municipal Supervisor.

(b) **Committees and Stewards:**

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 notify the Employer in writing of the names of its Officers, Chief Steward, Stewards and Union Committees, and the areas over which each steward is responsible.

The Employer will notify the Union in writing of the names of the Employer's Officials who have functions under this Agreement and stating their functions.

(c) The Employer shall supply protective equipment as required under the Worker's Compensation Act.

(d) A shift differential of fifty five cents (55¢) per hour shall be paid to Employees working shifts whereby the majority of such shift falls within the period of five (5:00) P. M. to seven (7:00) A. M.

(e) The Employer shall supply tools and equipment required by Employees in the performance of their duties, subject to prior approval by the Department Head. Replacements will be made to the Employee producing the worn or broken equipment. Tools that have been signed for by an Employee and not returned by the Employee shall be deducted from the Employee's wages.

(f) Medicals - The Employer shall grant time off with pay and pay the costs of a medical examination required by an Employee to perform his duties when a medical is requested.

(g) **Protective Clothing:**

(i) Oiling and Patching Employees will be supplied with two (2) pairs of coveralls initially, and replaced upon presenting the worn out pair to the supervisor. It is further understood that it will be the responsibility of the Employee to launder and repair the coveralls. All regular full-time Shop Maintenance Employees (Mechanics and Welders) will be initially supplied with four (4) pairs of coveralls. These coveralls will remain the property of the Employer and shall be replaced upon presentation of the worn out pair for replacement. The Employer shall supply laundering equipment at the Foremost and Bow Island Public Works Shops.

(iii) Protective clothing will be supplied to other Employees as required by Provincial Statutes. The Employer agrees to provide safety glasses where eye injury may occur, including one hundred dollars (\$100.00) per year to be used towards the purchase of prescription safety lenses and shall be paid upon proof of purchase.

(iii) The Employer shall make an annual payment of one hundred and fifty (\$150.00) dollars towards the purchase of C.S.A. approved safety apparel, that meets or exceeds the standard set by the Safety Committee/Council, to each Employee who is required to wear such apparel, and has worked for more than thirty (30) days, upon

proof of purchase once per calendar year. An Employee may carry forward one year of annual payment to the next year for the purpose of purchasing CSA approved safety apparel. **NOTE: If no purchase is made in the first year, the employee will be entitled to the full three hundred dollars (\$300.00) in the second year for the purchase of the C.S.A. apparel.**

- (iv) Full-time outside workers, while performing repairs during the winter months will be supplied with two (2) pair of coveralls which will be replaced upon presentation of the worn out pair for replacement.
- (v) Seasonal Employees shall be entitled to one (1) pair of coveralls which will be replaced upon presentation of worn out pair for replacement.
- (vi) Employees in the Mechanic's classification shall be issued Mechanics Anti-vibration gloves as required. Used gloves shall be returned for replacement.
- (h) St. John's Safety Certificate Courses - County will pay costs incurred by Employee so that the Employee will suffer no loss from taking the courses.
- (i) In the event the Employer is going to start up a camp job, the Employer and the Union will meet and implement travel allowance, meal allowance, and camp cooks wage.

17. DISCRIMINATION

The County and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any Employee in the matter of hiring, wage rates, training, upgrading promotion, transfer, lay off, re-call, discipline, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, nor by reason of his/her membership or activity or lack thereof in the Union.

18. CHANGES IN CLASSIFICATION

- (a) When a classification not covered in the Agreement is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the position was first filled by the Employee.
- (b) Employees in Public Works assigned to work in the Shop shall not suffer any reduction in their hourly rate for the period so assigned.

19. SAFETY AND HEALTH

- (a) A Health and Safety Committee shall hold regularly scheduled meetings. The Committee will exist of seven (7) members appointed by Management from the following work areas:

Shop; Construction; Gravel; Agriculture/Park; Utilities; Road Maintenance; and Office.
- (b) **First-Aid Kits** - A first-aid kit shall be supplied by the Employer to each mobile unit of Employees.
- (c) The Union shall be granted the appointment of two (2) members to the Safety Committee

with the regular meetings of the Safety Committee being called by the Chairman of the Safety Committee bi-monthly. Upon request to the Chairman by two (2) members of the Safety Committee, a special meeting shall be called when an emergent need for a special meeting should arise.

20. DISCIPLINE

When an Employee is disciplined and discipline is intended to be a matter of management record, the Employee shall be given written particulars of the discipline whether it be a warning, suspension or discharge and a copy shall be sent to the Union.

SIGNED ON BEHALF OF
CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL NO. 3395






This 14 day of February 2013

SIGNED ON BEHALF OF THE
COUNTY OF FORTY MILE NO. 8

This 14 day of February 2013

SIGNED ON BEHALF OF UNION

SIGNED ON BEHALF OF THE
EMPLOYER

	
President	
	
Secretary	County Administrator
	
CUPE Representative	

/bm
Cope#491
08Feb13

APPENDIX "A"
SUPPLEMENTARY UNEMPLOYMENT BENEFIT PLAN
COVERAGE

The following Employees of the County of Forty Mile No. 8 are covered by the Supplemental Plan:

1. All female Employees eligible for sick leave benefits covered under the Collective Agreement between the County of Forty Mile No. 8 and the Canadian Union of Public Employees Local 3395 Certificate Nos. 179-89, 180-89.

THE PLAN

1. The County agrees to pay, during the health-related portion of maternity leave after the birth of the child, a Supplementary Unemployment Benefit which shall provide female employees on maternity leave with an amount equal to the Employee's normal weekly earnings. The County will also pay the portion of the Employee's benefit plan premiums specified in Article 13 of this Contract.
2. This Supplementary Unemployment Benefit shall replace sick leave benefits during the health-related portion of the maternity leave that is after the birth of the child.
3. Each Employee shall advise the County by letter that they have applied for Unemployment Insurance Special Benefits. At this time (beginning of the Employee's U.I. entitlement period) the Employee will commence receiving the County portion of the Supplementary Unemployment Benefits. The SUB may be paid to an Employee who is not in receipt of U.I. only if the reason for not being in receipt is the Employee is serving the two week U.I. waiting period.
4. The County agrees to pay the Supplementary Unemployment Benefits for up to thirteen (13) weeks or for the period covered by accumulated sick leave, whichever is less.
5. The County shall advise the Employee to apply for long-term disability (LTD) benefits at least thirty (30) days in advance of her expected eligibility for such benefits. After ninety (90) consecutive calendar days of disability the Employee shall apply for LTD benefits and no further salary, health plan premiums or Supplementary Unemployment Benefits shall be payable by the County.

6. **EFFECTIVE DATE**

This Plan will come into effect as of ratification and will continue in effect for the duration of this Collective Agreement.

7. **FINANCES**

This Plan will be financed through general revenues of the County of Forty Mile No. 8.

The County shall keep separate records of benefits paid from this Plan.

8. **ACCUMULATED BENEFITS**

Payments received under the Supplementary Unemployment Benefit Plan will not reduce the claimant's accumulated sick leave, vacation leave, severance pay or any other accumulated credits from employment.

**LETTER OF UNDERSTANDING
BETWEEN
COUNTY OF FORTY MILE NO. 8
AND
CUPE LOCAL 3395**

RE: HEALTH SPENDING ACCOUNT

RENEW AND IN EFFECT FOR THE TERM OF THE AGREEMENT

Effective January 1, 2013, the Employer will establish for each employee a Personal Health Spending Account in lieu of Alberta Health Care premiums.


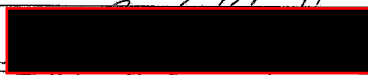


The Employer will contribute an annual amount of \$744 (\$62 per month) into such account for each employee requiring family coverage and \$372 (\$31 per month) into such account for each employee requiring single coverage.

The personal Health Spending Account shall be established on a carry forward credit basis in accordance with the provisions of the plan.

Signed this 14th day of February 2013.

SIGNED ON BEHALF OF THE
UNION

SIGNED ON BEHALF OF THE
EMPLOYER

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