COLLECTIVE AGREEMENT

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES
CUPE LOCAL 927

- AND -

THE MUNICIPAL DISTRICT OF PINCHER CREEK No. 9

January 1, 2015 to December 31, 2018

Canadian Office & Professional Employees
Local #491 JS/LRC

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COLLECTIVE AGREEMENT

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 927

(Hereinafter referred to as the "Union")

- AND -

THE MUNICIPAL DISTRICT OF PINCHER CREEK No.9

(Hereinafter referred to as the "Employer")

ARTICLE 1: PURPOSE OF AGREEMENT

1.01 The general purpose of this Agreement entered into by collective bargaining is to maintain a sound and satisfactory relationship between the Employer and its Employees, and to establish the necessary procedures and provisions to assist both the Employer and the Union in accomplishing these objectives and to promote the morale, well-being and security of all Employees.

ARTICLE 2: RECOGNITION

2.01 The Employer recognizes the Canadian Union of Public Employees and its Local 927 as the sole and exclusive collective bargaining agent for all of its unionized Public Works Employees, and hereby agrees to negotiate with the Union, or any of its authorized committees concerning all matters affecting the relationship between the Parties, aiming toward a peaceful and amicable settlement of any differences that may arise between them.

2.02 Labour/Management Committee:
It is mutually agreed that a Committee be established, consisting of three (3) management Employees and three (3) representatives of the Union with the following terms of reference:

(1) To meet on an as needed basis, but as a minimum once per year.

(2) To discuss matters of mutual concern to the Parties.

(3) Each Party will forward their agenda for each meeting the Thursday prior to the meeting.

(4) The Employer agrees to provide a person to take notes of these meetings.

Minutes of all meetings of the Committee shall be forwarded to the Secretary of the Union and all members of the Committee following each meeting.

ARTICLE 3: DEFINITIONS

3.01 An "Employee" shall mean any Employee of the Employer for whom the Union has been certified as the bargaining agent, or for whom the Union has attained the status of bargaining agent through voluntary recognition and whose employment is designated as:

(a) "Full-time Employee" shall mean an Employee who is scheduled to work the hours specified in Article 16: Hours of Work.

(b) "Seasonal Employee" shall mean an Employee whose work is required for a specified period of time, and who is also scheduled to work the hours specified in Article 16: Hours of Work.

(c) "Casual Employee" shall mean one who is hired to work in an 'as needed basis', to fill in where an Employee may be absent from work due to vacation, sickness, injury, leave of absence, or where there is a need for extra help during periods of work overload.

Casual Employees will not accumulate seniority. Casuals shall be paid at the appropriate wage rate in Appendix "A".

(d) "Temporary Employee"
A Temporary Employee is one who is hired for a specific job of a onetime nature, for a period not to exceed four (4) months. This time may be extended by mutual agreement between the Union and the Employer. Temporary Employees will not accumulate seniority; Temporary Employees shall be paid as per Appendix "A".

(e) "Summer Students" shall mean an Employee who is hired generally for a two (2) month period during July and August, to undertake miscellaneous jobs within the Public Works Department (i.e. painting, grass cutting, clean-up, etc.).

ARTICLE 4: MANAGEMENT RIGHTS

4.01 The Union recognizes that the Employer shall have the sole and exclusive right, except as otherwise specifically limited by the express provisions of this Collective Agreement, to determine all matters pertaining to the conduct of its management of the Municipal District and its affairs and that it is the exclusive rights of the Employer to:

(a) Plan, organize, direct and control operations.

(b) Make or alter, from time to time, rules and regulations to be observed by Employees when such rules and regulations are not in conflict with any provision of this Collective Agreement.

(c) Contract work.

(d) Hire, layoff, transfer or relieve Employees from duties.

(e) Discontinue jobs.

The foregoing enumeration of the Employer's functions shall not be deemed to exclude other functions not specifically set forth in this Article; the Municipal District therefore retaining all management rights not specifically covered.

ARTICLE 5: NON-DISCRIMINATION

5.01 Neither the Employer nor the Union will discriminate in any manner against any Employee because of race, religious beliefs, colour, gender, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income or family status, nor for membership or non-membership in the Union.

ARTICLE 6: UNION ACTIVITY ON EMPLOYER PREMISES

6.01 Except as expressly permitted by this Collective Agreement, there shall be no Union activities on Employer time or on Employer property without the prior permission of the Employer.

6.02 Where verbal or written permission by the Employer has been granted to a representative of the Union to leave his employment temporarily to carry out their duties as a representative, he shall suffer no loss of pay for the time so spent. Such permission shall not be unreasonably denied. It is understood that these duties may include investigating disputes/grievances, presenting adjustments and meeting with a member and/or manager.

ARTICLE 7: PAYDAYS

7.01 Paydays shall be no later than each second Friday, with payment for the time worked within the two previous calendar weeks.

ARTICLE 8: UNION SECURITY

8.01 No Other Agreements:
No Employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her representatives, which may conflict with the terms of this Collective Agreement.

The Employer upon written confirmation from an Employee shall provide to the Union on request, a listing(s) of Employees specifying their name, home address, postal code and telephone number.

8.02 Work of the Bargaining Unit:
Non-bargaining unit Employees whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except in cases of emergency or where members of the bargaining unit are unavailable.

8.03 The Employer agrees that Casual Employees will not perform work of the bargaining unit without receiving the rates of pay as specified in the Collective Agreement.

8.04 Check Off Payments:
The Employer shall deduct from every Employee of the bargaining unit any dues, initiation fees, or assessments levied by the Union on its members.

8.05 Deductions:
Such deductions shall be made from two pay cheques per month and shall be remitted to the Secretary Treasurer of the Union prior to the 15th day of the following month.

8.06 Dues Receipts:
The Employer shall show on each Revenue Canada T-4 Slip the total amount of Union Dues deducted from each Employee for the previous year.

8.07 Employees may view their personnel file. The Employee shall provide three (3) full working days' notice to the Employer.

8.08 The Employer recognizes that the Union may have assistance of a CUPE Representative during communications with the Employer and in exercising its rights as outlined in the Collective Agreement.

8.09 The Employer recognizes that the Shop Stewards and Union Officers may have the authority to act on behalf of other Employees. The names of the Stewards and Union Officers will be supplied in writing to the Employer.

ARTICLE 9: TERM OF AGREEMENT

9.01 This Agreement shall be in full force and effect from January 1, 2015 and continue in full force and effect to the 31st day of December 2018, and from year to year thereafter, except as hereinafter provided.

Either Party may give notice to amend or terminate this Agreement on any anniversary date; such notice to be given in writing to the other Party not less than sixty (60) days or more than one hundred twenty (120) days prior to such anniversary date.

If notice to amend or terminate the Agreement has been given by either Party prior to the termination date of this Agreement, and if negotiations continue beyond the

termination date of this Agreement, this Agreement, in accordance with the Alberta Labour Relations Code, Division 21, Section 128, remains in full force and effect until such time as either Party commences strike or lockout action.

ARTICLE 10: GRIEVANCE PROCEDURE

10.01 A grievance is any difference between the Parties or persons bound by this Agreement concerning its interpretation, application, operation or any alleged violation of this Agreement. The Employee or Employees concerned, with a Union Representative and immediate Supervisor in attendance, shall first seek to settle the dispute in discussion before moving to Step I in the Grievance Procedure.

STEP I: The grievance shall be submitted by the Union, in writing, within five (5) working days of the alleged violation to the Public Works Superintendent or applicable department head, who shall render a written decision within five (5) working days of receiving the grievance.

STEP II: Failing satisfactory settlement in Step I the grievance shall be submitted by the Union, in writing, to the Director of Operations within five (5) working days of receiving the written decision in Step I. The Director of Operations shall render a written decision within five (5) working days of receiving the grievance.

STEP III: Failing satisfactory settlement in Step II the grievance shall be submitted by the Union, in writing, within five (5) working days to the Chief Administrative Officer who shall render a written decision within ten (10) working days of receiving the grievance.

STEP IV: Failing satisfactory settlement in Step III, the grievance shall be submitted to Arbitration under provisions of the Alberta Labour Relations Code within ten (10) working days of receiving the written decision in Step III.

10.02 Time limits in the Grievance Procedure may be extended by mutual agreement between the Municipal District and the Union if requested and confirmed, in writing, by a representative of the respective Parties. An extension will not be unreasonably denied.

10.03 Failure by either Party to comply with the time limits (exclusive of Article 10.02) shall automatically forfeit the grievance to the other Party.

10.04 Where a dispute involving a question of general application or interpretation occurs or where the Union has a grievance, Step I of the Grievance Procedure may be passed.

10.05 Where the Employer has a grievance they shall, within fifteen (15) calendar days of the alleged violation, firstly discuss such violation with the Union Officers and

the CUPE representative. Within five (5) working days of the meeting, if the matter is not resolved to the satisfaction of the Employer, it may be submitted to Arbitration under provision of the Alberta Labour Relations Code.

ARTICLE 11: PERSONAL & INDIVIDUAL RESPONSIBILITY

11.01 If illness or a family emergency makes it impossible for an Employee to report to work he must notify his supervisor as far in advance as possible.

11.02 Absence in excess of two (2) working days without providing reasons deemed satisfactory by the Employer is deemed to be voluntary resignation.

ARTICLE 12: TERMINATION

12.01 The employment of an Employee may be terminated by the Employer, as per current Employment Standards, and as amended from time to time.

An Employee may terminate his/her employment, as per current Employment Standards, and as amended from time to time.

This Article does not apply to layoffs, which are referred to in Article 14 of this Agreement.

ARTICLE 13: PROBATIONARY PERIOD

13.01 All newly hired Employees shall be on probation from the date of hire for a period of twelve (12) weeks of employment. Where the Employer wishes to extend this period up to an additional twelve (12) weeks of employment, the Employer shall advise the Union, in writing, with a copy to the Employee concerned. Such letter shall include the reasons for the extension. New hires may be terminated within the probationary period for any reason, at the Employer's sole discretion.

13.02 A probationary Employee shall be entitled to all terms and conditions of employment unless otherwise specified herein.

ARTICLE 14: SENIORITY

14.01 No Employee shall have seniority status until he has successfully completed the probationary period. Upon successful completion of the probation period seniority shall be calculated from the date of hiring.

14.02 Seniority is defined as the working service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall operate on a bargaining unit wide basis. The Employer shall

maintain a seniority list showing the date in Years, Months, Days, upon which each Employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

14.03 An Employee shall not lose his seniority unless he:

(a) Resigns in writing.

(b) Is discharged for cause and not reinstated.

(c) Overstays his leave of absence and fails to supply an explanation satisfactory to the Employer.

(d) Is absent without leave in excess of two (2) working days without notice satisfactory to the Employer.

(e) Fails to return from layoff under the Recall Procedure as set forth in this Agreement.

(f) Is off the payroll of the Employer for a continuous period equal to his seniority or one (1) year, whichever is less.

(g) Retires.

ARTICLE 15: LAYOFF & RECALL

15.01 In the event of layoff Employees shall be laid off in the reverse order of their bargaining unit wide seniority, except that the Employer will take into consideration the capability of Employees to perform the work left to do up to the accepted standard.

15.02 Employees shall be recalled in order of their bargaining unit wide seniority, except that the Employer will take into consideration the capability of Employees being recalled to perform the work up to the accepted standard. The Employer shall give notice of recall by registered mail to Employees at least seven (7) days prior to the date work is to begin, and the Employees shall return to work on that date unless he is unable to do so for a valid reason.

15.03 No new Employees shall be hired until all those laid off who have the capabilities to perform the work available to the accepted standard have been given an opportunity or recalled.

15.04 Advance Notice of Layoff:
Full-time Employees shall receive twenty (20) working days' notice prior to a layoff. Where proper notice is not given the Employee shall be paid regular wages for all days that work was not made available.

15.05 (a) Unless legislation is more favourable to the Employee, the Employer shall notify Seasonal Employees a minimum of five (5) working days' notice prior to the effective date of the end of the season. Where proper notice is not given the Employee shall be paid regular wages for all days that work was not made available.

(b) Seasonal Employees are recalled in order of their bargaining unit seasonal seniority, except that the Employer will take into consideration the capability of Seasonal Employees being recalled to perform the work up to the accepted standard. The Employer shall give notice of recall by registered mail to Employees at least seven (7) days prior to the date work is to begin, and the Employees shall return to work on that date unless he/she is unable to do so for a valid reason.

ARTICLE 16: HOURS OF WORK

16.01 Starting Time:
At the discretion of the Employer daily starting times may be scheduled between 6:00 a.m. and 8:00 a.m. Employees who are required to work a shift, other than the normal day shift, shall be paid one (1) extra hour over and above his/her normal hours (i.e. nine (9) hours pay for eight (8) hours work).

16.02 The hours of work for Public Works Employees, Monday to Friday inclusive each week, shall be eight (8) hours per day for a total of forty (40) hours per week. All hours worked by Public Works Employees in excess of eight (8) hours in a day shall be classed as overtime.

16.03 A paid rest period of fifteen (15) minutes in the morning and fifteen (15) minutes in the afternoon of each day will be permitted.

16.04 Lunch Break:
A mid-day unpaid lunch break of one-half (1/2) hour shall be permitted.

16.05 Seasonal Employees reporting for work and subsequently sent home due to inclement weather shall receive a minimum of four (4) hours pay. Such is not to be considered as layoff.

16.06 Employees missing work because of a Workers' Compensation Board claim shall receive their regular wages providing they agree to assign any Workers' Compensation benefits they may receive over to the Employer. Time off work because of a Workers' Compensation claim shall not be deducted from the Employees accumulated sick leave.

ARTICLE 17: OVERTIME & CALL-OUT

17.01 Overtime shall be calculated on the basis of time and one half (1½) for the first two (2) hours and shall move to two times (2x's) the regular rate of pay for all hours worked thereafter in excess of the normal day stipulated in the Hours of Work Article.

17.02 Overtime shall be computed on the basis of fifteen (15) minute periods.

17.03 (a) An Employee who is called back to work outside his regular hours after he has completed his work day will be paid a minimum of four (4) hours pay at time and one half (1½) his regular hourly rate.

(b) An Employee shall be considered to be on the call-out until they have returned to the location where the call-out was received, or their place of residence.

17.04 No Employee shall be required to take time off in lieu of overtime but an Employee, by written request, may receive hourly equivalent of his overtime in lieu of overtime pay, when mutually agreed upon by the Employee and the Employer. Employees shall not be permitted to accumulate more than fifty (50) hours of banked time in lieu. Employees having any overtime credit at year end shall receive a cash payment for same at that time. Time off must be mutually agreeable between the Employees and their immediate Supervisor.

ARTICLE 18: DISCHARGE, SUSPENSION & DISCIPLINE

18.01 Employees shall have the right to be given the reasons for any disciplinary action in the presence of the Shop Steward or Union Officer. This discussion shall take place as soon as practical, but will be within five (5) working days. Disciplinary action is any action which might be reasonably expected to result in suspension, termination, or to restrict promotion of an Employee.

18.02 Copies of all disciplinary notices shall be forwarded to the Union. Employees shall be given the opportunity to sign disciplinary notices as having been read.

18.03 An Employee who has been subject to disciplinary action may, after three (3) years of continuous service from the date the discipline measure was invoked, request in writing that the Employee's personnel file be cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action during the above period of which the Employee is aware. The Employer shall confirm in writing to the Employee that such action has been effected.

18.04 An Employee may be dismissed, but only for just cause, and only upon the authority of the Employer's agent so designated. When an Employee is

discharged or suspended, he shall be given the reason in the presence of a Steward. The Employee and the Union shall be advised promptly, in writing, by the agents so designated, of the reason for such discharge or suspension.

ARTICLE 19: ANNUAL VACATION

19.01 Permanent Employees shall be entitled to paid annual vacation on the basis of:

(a) An Employee who has completed one (1) calendar year, shall be entitled to ten (10) working days annual vacation.

(b) An Employee who has completed two (2) calendar years, shall be entitled to fifteen (15) working days annual vacation.

(c) An Employee who has completed eight (8) calendar years, shall be entitled to twenty (20) working days annual vacation.

(d) An Employee who has completed fifteen (15) calendar years, shall be entitled to twenty-five (25) working days annual vacation.

(e) An Employee who has completed twenty-five (25) calendar years, shall be entitled to thirty (30) working days annual vacation.

(f) Employees shall not accrue sick leave or vacation benefits when he/she is absent from work and drawing WCB (Workers Compensation Benefits), other than the initial pay period when the incident occurs, or when drawing LTD (Long-Term Disability).

19.02 Seasonal Employees shall be entitled to annual vacation pay in accordance with his/her accumulated years of service. The payout will be calculated on the following basis:

(a) Up to two (2) calendar years---------- 4% of Gross pay

(b) From two (2) calendar years to eight (8) years ---------- 6% of Gross pay

(c) From eight (8) calendar years to fifteen (15) years ---------- 8% of Gross pay

(d) From fifteen (15) calendar years to twenty-five (25) years --- 10% of Gross pay

(e) From twenty-five (25) calendar years to retirement---------- 12% of Gross pay

Seasonal Employees will be paid out accumulated vacation pay on each pay cheque they receive unless a season end payout is requested at the start of the season by the Employee.

19.03 When a General Holiday occurs within a permanent Employee's annual vacation such Employees shall be granted an additional day's vacation.

19.04 Vacation Schedule:
A vacation schedule will be placed in the Department by February 1st of each year, Employees shall indicate the period(s) of vacation they wish to take for that year, by April 1st. An approved vacation list will be posted by April 15th of each year.

Full-time Employees who choose not to request vacation time off prior to April 1st, will be required to submit a signed leave form, which may or may not be approved, based on operational needs. Request for leave must be submitted at least two (2) weeks in advance of the requested time off. The Supervisor may waive the two (2) week notice period for special circumstances.

Full-time Employees may carry a maximum of five (5) days' vacation time, from one year to the next, but this five (5) day period must be taken prior to April 30th of the following year.

19.05 Any Employee wishing occasional days off shall request authorization with two (2) working days notice from the Public Works Superintendent. In the event of an unforeseen emergency an Employee shall not be required to provide two (2) working days notice to the Employer.

19.06 Permanent Employees are entitled to take one (1) week of annual vacation and any other occasional days authorized by the Public Works Superintendent (i.e. hunting, wet weather, etc.).

For implementation in 1983 preference shall be given to those having the greatest seniority as per the current list. For each year thereafter the list shall be rotated with the top three (3) persons being placed on the bottom in identical order. Preference for vacation shall be in order of placement on the list and a person may have only a first choice once prior to all other persons having a choice. The Parties further agree that Clause 19.02 shall be applicable for this matter and Employee's entitlement shall increase accordingly if he is entitled to the additional vacation.

This is flexible and the Parties agree to meet as necessary to discuss any problems which may arise.

19.07 Any Employees at their discretion recalled to work while on annual vacation shall be given two (2) days' pay for each scheduled vacation day worked.

19.08 An Employee leaving the service of the Employer shall receive a proportionate payment of salary in lieu of any vacation time earned but not taken.

19.09 When an Employee suffers an illness or injury during a scheduled vacation, the Employee shall be deemed to be on sick leave, providing that the Employee provides a Doctor's note, satisfactory to the Employer, which states that the Employee would not have been able to perform his/her job on those days. The

vacation time not taken as a result of the illness/injury shall then be rescheduled at a later date.

ARTICLE 20: GENERAL HOLIDAYS

20.01 The following shall be considered paid General Holidays:

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

and all General holidays proclaimed by The Municipal District Pincher Creek No. 9, the Province of Alberta, or the Government of Canada that are of Local or non-recurring nature. No deduction in the wages or salaries of any Employee shall be made on account of the above-mentioned holidays occurring during regular work periods.

20.02 If a General or declared holiday falls on an Employee's regular day off he shall be entitled to an extra day's pay for same, or be given a day off with pay to be arranged at the mutual convenience of both Parties.

20.03 If a General or declared holiday falls on an Employee's regular working period and he works he shall be paid two (2) times his hourly regular rate for the time worked in addition to his normal pay for the day.

20.04 Employees shall be paid General Holiday pay based on an eight (8) hour day.

ARTICLE 21: SICK LEAVE

21.01 (a) Sick leave shall be earned by Employees on the basis of a three-quarter (3/4) day for every two (2) week work period to a maximum of one hundred and twenty (120) days.

(b) Upon death or pensionable retirement an Employee shall be entitled to any unused sick leave time in the form of severance pay to be allocated on the basis of eight (8) hours regular pay for each unused sick day.

21.02 A deduction shall be made from all accumulated sick leave for all normal working days, or part thereof, exclusive of holidays, absent for sick leave. Sick leave will only be deducted in the amount that the hours worked the day the sick leave is taken are less than the regular hours of work in effect for that Employee.

21.03 The Employer may require an Employee to produce a medical certificate for all illness, but must first advise the Employee in writing, with a copy to the Union. Such notice shall not extend for more than six (6) consecutive months.

21.04 All Employees shall be given credit for all years of service with The Municipal District for accumulation of sick leave up to a maximum of one hundred and twenty (120) days.

21.05 When an Employee is given leave of absence without pay, for any reason, in excess of ten (10) days, or laid off on account of lack of work and returns to work upon expiration of such leave of absence etc., he shall not receive sick leave credit for the period of such absence but shall retain his accumulative credit, if any, existing at the time of such leave or layoff.

21.06 Casual and Summer Student Employees do not earn credit nor are they entitled to receive pay for sick leave.

21.07 If an Employee's illness/disability will prevent the Employee from returning to work after the expiry of the one hundred and five (105) day elimination period for LTD benefits, (as per Article 22.06), the Employer and Employee shall do the necessary paperwork for the Long-Term Disability Insurance.

ARTICLE 22: MEDICAL COVERAGE FULL-TIME EMPLOYEES

Provided the Alberta Government removes the Alberta Health Care Insurance Plan:

22.01 The Employer agrees to pay one hundred percent (100%) of the premiums for coverage of the current Medical Plan.

22.02 This Article does not apply to Casual Employees.

22.03 The Employer agrees to pay seventy-five percent (75%) of the premium for all eligible Employees of the current Dental Plan (covering one hundred percent (100%) of basic dental plan and Options I & II). The Employees shall pay the other twenty-five percent (25%) by payroll deduction.

22.04 The Employer agrees to pay the cost of medical examinations which are incurred by Employees when such examinations are required for the purpose of employment or obtaining a license. The Employer reserves the right to select the Doctor.

22.05 <u>Group Life/Accidental Death & Dismemberment Insurance</u>:
Employer agrees to pay one hundred percent (100%) of the premium for a mutually agreeable Group Life/Accidental Death & Dismemberment insurance plan provided the Employee is paying fifty percent (50%) of the premium for the Long-Term Disability insurance plan referred to in Clause 22.06. The policy is to provide Group Life insurance of $65,000.; similarly the Accidental Death & Dismemberment insurance to a maximum of $65,000. Seasonal Employees are not covered during any winter layoff period because of carrier restrictions.

22.06 Long-Term Disability Insurance:
Employees agree to pay fifty percent (50%) of the premium for a mutually agreeable Long-Term Disability income replacement plan, provided the Employer is paying one hundred percent (100%) of the premium for the Group Life / Accidental Death & Dismemberment Plan (referenced in Clause 22.05).

The Plan is provided by a third Party and provides seventy-five percent (75%) of the Employee's regular monthly earnings to a maximum of five thousand dollars ($5,000.00) per month. Benefits commence after 105 days of total disability.

Disability is defined as the inability to perform the essential duties of the Employee's occupation for the first twenty-four (24) months of their claim. After the first twenty-four (24) months, a person is considered disabled if they are unable to perform the essential duties of any occupation for which they are reasonably qualified to perform by training, education and experience.

Eligibility is determined by the third Party insurer, to qualify for this benefit the Employee will be required to submit all medical evidence suitable to the insurer.

Once a claim is approved the benefits will payout until the claimant is no longer considered to be disabled, they retire, or until they reach the age of sixty-five (65), whichever occurs first.

Following twenty-four (24) months, an Employee shall be reassessed and a determination shall be made whether or not there shall be a return-to-work, or not. If not, the Employee's name shall be removed from the Seniority list.

22.07 Waiver of Premium:
Employees shall be eligible for waiver of premiums of Clauses 22.05 Accidental Death & Dismemberment; and 22.06 Long-Term Disability; provided the person so applies and is drawing payments under 22.06 Long-Term Disability.

22.08 Seasonal Employees hired prior to January 1, 2012, shall be permitted to pay premiums for coverage under Clauses 22.01 and 22.03 provided they agree during any period of seasonal layoff to pay both the Employer's and Employee's share of said premiums. Such payment to be made directly to the Employer as may be scheduled by the Employer.

22.09 In addition, and not contingent on the elimination of the premium, the Employer agrees to pay one hundred percent (100%) of the premium for vision care coverage for all eligible Employees for the cost of eyeglasses to a maximum of three hundred dollars ($300.00) every two (2) years.

22.10 Employees shall be provided a five hundred dollar ($500.00) Health Spending Account.

ARTICLE 23: PAID LEAVE

23.01 Casual, Seasonal, Temporary, and Summer Student Employees do not earn nor are they entitled to take Paid Leave.

23.02 Employees shall be paid such Leave based on the eight (8) hour work day.

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

ARTICLE 24: PERSONAL LEAVE

24.01 The Parties recognize that a Full-time Employee may be unable to report to work for their regularly scheduled shifts, due to unanticipated circumstances of pressing necessity which require the Employee's personal attention (i.e. illness in the Employee's immediate family, household move, banking, etc.). The employer shall approve Personal Leave in such circumstances to a maximum of five (5) occasions totalling not more than the Employee's regular hours of work for one (1) day as applicable per occasion without loss of pay in each calendar year.

ARTICLE 25: BEREAVEMENT LEAVE

25.01 (a) Bereavement Leave:
An Employee shall be granted three (3) consecutive working days bereavement leave without loss of salary in the event of the death of the following relatives of the Employee:

- Spouse / Common Law Spouse / Fiancé
- Child / Stepchild (including common law relationship)
- Grandchild (including common law relationship)
- Brother / Sister / Brother-in-law / Sister-in-law
- Parent (including in-laws and common law relationships)
- Grandparents

(b) An Employee shall be granted one (1) working day off with full pay to attend the funeral of another relative or close friend.

(c) An Employee shall be granted two (2) working days off for the purposes of attending the funeral if travel is in excess of three hundred (300) kilometres.

(d) If an Employee receives notification of their loss during a shift already started, the Employee will be excused from work with pay for the balance of that shift and Bereavement Leave will commence on the following day.

ARTICLE 26: LEAVE OF ABSENCE

26.01 (a) Upon written application by the Employee, and at the Employer's discretion, the Employer may grant an Employee leave of absence without pay. Such requests shall be submitted fourteen (14) days prior to the requested date the leave is to commence. The Employer agrees that all applications, depending on circumstances, shall be considered regardless of date of application.

26.02 Union Leave:

(a) Time-off without loss of regular wages, will be granted for Union Officers, Stewards, Safety Committee members when they are required to attend contract negotiations, Safety Committee or Grievance Procedure meetings with the Municipal District Representatives. For purposed of contract negotiations there will be a maximum of four (4) Union members present.

(b) When Union Officers, Stewards, Safety and Bargaining Committee members are required to be absent from their regular workplace for any of the following:

- to meet with their counsel, Labour Board representatives and/or other government agency representative on official Union business
- to conduct other Union business
- to prepare for contract negotiations

Time-off without loss of regular wages will be granted upon written application submitted to the Employer seven (7) days before the scheduled absence or such shorter period as may be mutually acceptable; and the Municipal District will recover such hourly wages from the Union.

Time-off for members to conduct other Union business shall be subject to the approval of the Employer.

Union members requested to attend Union meetings, conventions, workshops, etc. on behalf of the Union, will be provided time-off without loss of regular wages and upon written application submitted to the Employer seven (7) days before the scheduled absence or such shorter period as may be mutually acceptable; and the Municipal District will recover such hourly wages from the Union.

ARTICLE 27: JOB POSTINGS FOR PROMOTION

27.01 When a vacancy occurs or a new position is created within the bargaining unit such vacancy shall be posted on all bulletin boards for a period of five (5) working days to allow interested Employees to apply for the position.

When a vacancy occurs the Employer may make a temporary appointment to fill the vacancy. It is agreed by the Employer that the position will be immediately posted if a temporary appointment is made.

The Employer agrees to mail to the Recording Secretary of the Union a copy of all job postings, and subsequently the name of the successful applicant within seven (7) days of selection being made.

27.02 Such notice shall contain the nature of the position, qualifications, education, and salary rate or range. Qualifications and education for the position shall be relevant to the actual work expected to be performed.

27.03 Employees applying for any position who have the required ability, qualifications and training directly related to the work to be performed shall be selected on the basis of the Employee having the longest bargaining unit wide seniority.

27.04 Appointments shall be posted on the bulletin board within one (1) week of the job position being filled.

27.05 An Employee who is successful in achieving a new position under this Article shall be considered on a trial period in the new position for a period of twelve (12) weeks. During this trial period the Employee may return to their former position and rate of pay providing:

(a) The Employee chooses to return.

(b) The Employer is not satisfied with the work of the Employee. Should the Employer not be satisfied they shall provide the Employee, in writing, with the reasons for their dissatisfaction.

27.06 When a Seasonal Employee achieves a permanent position they shall have all past hours worked credited in the appropriate rate of years of service. Such credits will be counted for seniority and vacation entitlements.

ARTICLE 28: GENERAL CONDITIONS

28.01 Effective April 1, 1991, participation in the Local Authorities Pension Plan (LAPP) shall become a condition of employment for all Full-time-Employees within the bargaining unit.

28.02 Change in Rate of Pay:
An Employee shall be paid the hourly rate of pay in a particular position immediately upon assuming the duties of the position, except that any permanent year round operator with five (5) or more years of seniority shall be paid regular rates of pay all year round. This shall also apply to seasonal Employees with five (5) or more years of seniority.

28.03 Any Employee designated as Lead Hand shall receive two dollars and fifty cents ($2.50) per hour above the Employee's regular rate of pay for the work being performed for all hours so worked. A Lead Hand is a person in charge of three (3) or more Employees/crew.

28.04 Where the Employer does not designate, as specified in Clause 28.03, no Employee shall be required to perform any duties other than what his normal classification requires.

28.05 (a) An Employee who is designated to inspect bridges and has the proper Bridge Inspector's Certificate shall be paid one dollar and fifty cents ($1.50) per hour above their hourly rate of pay for all hours worked inspecting bridges.

(b) The Parties hereby agree that the position of Operator IV – Infrastructure Maintenance will be paid at the Operator IV rate with an additional premium of one dollar and fifty cents ($1.50) per hour above their hourly rate of pay for all hours worked on infrastructure maintenance.

28.06 If required for a specific occupation for continuous periods, the Employer, with prior approval, shall pay for the cost of prescription safety glasses when presented with a receipt by an Employee. All other Employees will be provided with temporary safety eyewear as required.

ARTICLE 29: HOURLY WAGE RATES

29.01 The Job Classifications and rates of pay shall be as set forth in Appendix "A" to this Collective Agreement.

ARTICLE 30: TOOL & CLOTHING ALLOWANCE

30.01 Tool Allowance:

(a) The Employer agrees to pay Mechanics a tool allowance of up to seven hundred dollars ($700.00) per year upon submission of receipts. Mechanics will be eligible for this benefit upon successful completion of their probationary period.

(b) For those mechanics whom provide their own tools to perform their duties at the Municipal District, the Municipal District agrees to insure those tools that are permanently housed at the Municipal District.

30.02 Safety Allowance:

(a) It is mandatory that all Employees wear CSA approved boots with adequate ankle support while on the job. Each Employee will be reimbursed up to a maximum of four hundred fifty dollars ($450.00); every two years of working service, for CSA approved boots, with ankle support.

(b) The Employer will issue two (2) pairs of coveralls to each Employee upon commencement of employment with the MD, and one (1) pair of coveralls every twelve (12) working months thereafter, on an as needed basis, due to damage. Current practice for Employees requiring coveralls for specific duties shall apply.

All Employees are to return issued coveralls to the MD upon layoff or resignation.

(c) The Employer will issue two (2) pairs of gloves to each Employee upon commencement of employment with the MD. Replacement gloves will be provided to an Employee who returns gloves that have been damaged.

(d) Hard hats and safety vests as required by Occupational Health & Safety regulations.

ARTICLE 31: OCCUPATIONAL HEALTH & SAFETY

31.01 Cooperation on Safety:
The Union and the Employer shall cooperate in promoting and improving rules and practises which promote an occupational environment which will enhance the physiological and psychological conditions of Employees, and which will provide protection from factors adverse to Employee health and safety.

There shall be no discrimination, no penalty, no intimidation, and no coercion when Employees comply with this Health & Safety Article.

31.02 Union/Employer Health & Safety Committee:
A Health & Safety Committee shall be established, which is composed of an equal number of Union and Employer representatives but with a minimum of three (3) Union and three (3) Employer members.

The Health & Safety Committee shall hold meetings at least once every two (2) months or more frequently, if requested by the Union or the Employer, for jointly considering, monitoring, inspecting, investigating, reviewing and improving health and safety conditions and practises. Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Union.

31.03 Time Off for Health & Safety Training:
Union members of the Health & Safety Committee shall be entitled to time off from work with no loss of seniority or earnings to attend educational courses and seminars sponsored by government agencies or the Union for instruction and upgrading on health and safety matters. The matter of paid leave and duration of said leave shall require the Employer's approval, which will not be unjustly withheld.

31.04 Right to Refuse or Stop Unsafe Work:
A member of the Health & Safety Committee shall have the right to stop any work considered unsafe or hazardous. No Employee shall be discharged, penalized or discipline for refusing to work on a job or in any workplace, or to operate any equipment where he/she or a member of the Health &Safety Committee believes that it would be unsafe or unhealthy. Where such a stoppage occurs a minimum of two (2) members of the Occupational Health & Safety (OH&S) Committee shall immediately meet and render a decision as to the matter. Providing the decision is unanimous, it shall be final.

31.05 Occupational Health & Safety Regulations:
The Parties hereto recognize that from time to time safety rules, regulations and practises may require amendments. Therefore, provided the safety policies are jointly executed by the Parties, such policies will form part of this Collective Agreement.

31.06 First Aid Certificate:
The Employer agrees to reimburse Employees the full costs of enrolment into any approved First Aid Certificate program; and further; any Employee who produces proof of successful completion and passing of the exam, when course taken on Employee's own time, shall be paid at a cost of twenty-five dollars ($25.00). Each working crew shall have at least one (1) member on site who holds a current valid First Aid Certificate.

ARTICLE 32: STANDBY/ON-CALL

32.01 Standby shall be undertaken by Permanent Employees covered under the Collective Agreement.

32.02 The Union and the Employer agree that Standby is an important component and both agree to employ their best effort to facilitate this service.

32.03 Employees on Standby will be assigned a cell phone and vehicle at no cost to the Employee.

32.04 Employees on Standby will be required to carry out the necessary safety checks.

32.05 Employees on Standby are authorized to call-out necessary help as required.

32.06 Employees will be required to be on Standby from Monday at 8:00 a.m. to the following Monday at 8:00 a.m.

Once a Standby schedule has been completed for any given year, it will be up to each individual Employee to make their own arrangements with other Employees if they find it necessary to change the posted schedule.

32.07 Employees on Standby shall be paid the following rate of pay:
Monday to Friday – two (2) hours pay at Lead Hand Rate for each working day on Standby.

Saturday, Sunday and General Holidays – four (4) hours pay at Lead Hand Rate for each day on Standby.

**** ** ****

In witness whereof the Parties hereto have executed this Collective Agreement this day 4th of February 2015.

SIGNED ON BEHALF OF Canadian Union Of Public Employees, Local 927

[redacted]

SIGNED ON BEHALF OF The Municipal District of Pincher Creek No. 9

[redacted]

February 4, 2015
DATE

APPENDIX "A": HOURLY WAGE RATES

CLASSIFICATION	2014	Jan. 1 2015 (+2.5%)	Jan. 1 2016 (+3%)
Labourer I	26.27	26.93	27.73
Labourer II	26.67	27.34	28.16
Utility Operator I	27.36	28.04	28.89
Operator II	27.90	28.60	29.46
Operator III	28.92	29.64	30.53
Operator IV	30.16	30.91	31.84
Mechanic	31.70	(31.70+4.00=35.70) 36.59	37.69
Welder/Handyman	31.70	32.49	33.47
Heavy Duty Mechanic	35.96	(35.96+5.00=40.96) 41.98	43.24
Shop Foreman	38.56	(38.56+6.00=44.56) 45.67	47.04

- First Year Apprentice Mechanic ---------- 65% of Mechanic (minimum)
- Second Year Apprentice Mechanic ---------- 70% of Mechanic (minimum)
- Third Year Apprentice Mechanic ---------- 80% of Mechanic (minimum)
- Fourth Year Apprentice Mechanic---------- 90% of Mechanic (minimum)

CLASSIFICATION EXPLANATION

Utility Operator I — replaces present Operator I
Labourer I — applicable to persons in first calendar year of employment.
Labourer II — applicable to persons in their second and/or subsequent calendar year(s) of employment.

CLASSIFICATION	Previous Rate	Jan. 1 2015	Jan. 1 2016 (+3%)
Seasonal Labourer		24.00	24.72
Seasonal Operator I		27.00	27.81
Seasonal Operator II		28.00	28.84
Seasonal Operator III		29.00	29.87

CLASSIFICATION EXPLANATION

Seasonal Operator I – Class 5 Driver's License – Smaller Equipment
Seasonal Operator II – Class 3, Class 3 with Air – Vehicles requiring this classification of license
Seasonal Operator III – Class 1 – Gravel Truck, Tractor Trailer

Seasonal Employees will be hired as a Labourer, and paid the Operator rate when placed on equipment requiring a specific classification of Drivers' License.

APPENDIX "A": HOURLY WAGE RATES (continued)

CLASSIFICATION	Jan. 1 2017 (+3.5%)	Jan. 1 2018 (+3.5%)
Labourer I	28.71	29.71
Labourer II	29.14	30.16
Utility Operator I	29.90	30.94
Operator II	30.49	31.56
Operator III	31.60	32.71
Operator IV	32.96	34.11
Mechanic	39.01	40.37
Welder/Handyman	34.64	35.85
Heavy Duty Mechanic	44.76	46.32
Shop Foreman	48.69	50.39

- First Year Apprentice Mechanic ---------- 65% of Mechanic (minimum)
- Second Year Apprentice Mechanic ---------- 70% of Mechanic (minimum)
- Third Year Apprentice Mechanic ---------- 80% of Mechanic (minimum)
- Fourth Year Apprentice Mechanic---------- 90% of Mechanic (minimum)

CLASSIFICATION EXPLANATION

Utility Operator I replaces present Operator I
Labourer I applicable to persons in first calendar year of employment.
Labourer II applicable to persons in their second and/or subsequent calendar year(s) of employment.

CLASSIFICATION	Jan. 1 2017 (+3.5%)	Jan. 1 2018 (+3.5%)
Seasonal Labourer	25.59	26.48
Seasonal Operator I	28.78	29.79
Seasonal Operator II	29.85	30.89
Seasonal Operator III	30.92	32.00

CLASSIFICATION EXPLANATION

Seasonal Operator I – Class 5 Driver's License – Smaller Equipment
Seasonal Operator II – Class 3, Class 3 with Air – Vehicles requiring this classification of license
Seasonal Operator III – Class 1 – Gravel Truck, Tractor Trailer

Seasonal Employees will be hired as a Labourer, and paid the Operator rate when placed on equipment requiring a specific classification of Drivers' License.

LETTER OF UNDERSTANDING #1: Christmas Shutdown

BETWEEN

THE MUNICIPAL DISTRICT OF PINCHER CREEK No. 9
(Hereinafter referred to as the "Employer")

-AND-

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 927
(Hereinafter referred to as the "Union")

RE: CHRISTMAS SHUTDOWN

In keeping with its historical practice, the Employer will attempt to implement an annual Christmas shutdown, in consultation with the Employees. Scheduling and compensation shall be as proposed:

(a) Employees who had vacation requests pre-approved for Christmas shall use their scheduled vacation time.

(b) Employees who did not have pre-approved vacation shall be entitled to do one of the following options:

  (i) use vacation time

  (ii) use banked in lieu

  (iii) take an unpaid leave.

It is understood that these Employees may be called back to work should the Employer require their services.

SIGNED ON BEHALF OF Canadian Union Of Public Employees, Local 927

[redacted]

SIGNED ON BEHALF OF The Municipal District of Pincher Creek No. 9

[redacted]

February 4, 2015
DATE

LETTER OF UNDERSTANDING #2: Seasonal Employees – In Lieu of Benefits

BETWEEN

THE MUNICIPAL DISTRICT OF PINCHER CREEK No. 9
(Hereinafter referred to as the "Employer")

-AND-

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 927
(Hereinafter referred to as the "Union")

RE: SEASONAL EMPLOYEES – IN LIEU OF BENEFITS

This confirms our agreement with respect to Seasonal Employees.

1. Current Seasonal Employees will be provided during their employment as a Seasonal Employee with the MD, a one (1) time option only, to opt in or out of benefits currently provided by the MD.

2. Those Seasonal Employees currently enrolled in the benefit plan will be provided a one (1) time option only, to opt out of the benefit plan, in order to receive a percentage on regular earnings, in lieu of benefits.

3. All newly hired Seasonal Employees as of January 1, 2012, will receive a percentage based on regular earnings in lieu of benefits.

4. In addition to Seasonal Employees, all current Seasonal Employees who opt out of the MD benefit plans, and those current Seasonal Employees who have not enrolled in the MD's benefit plans, will receive an additional twelve percent (12%) on their regular earnings, in lieu of the following benefits (Blue Cross – Dental and Medical, Life Insurance, LTD, Sick, Special Leave, and Vacation).

5. Those current Employees wishing to remain on the MD's benefit plans, or choose to opt in to the MD's benefit plans, Clause 19.02 will remain in effect.

SIGNED ON BEHALF OF Canadian Union Of Public Employees, Local 927

[redacted]

SIGNED ON BEHALF OF The Municipal District of Pincher Creek No. 9

[redacted]

February 4, 2015
DATE

LETTER OF UNDERSTANDING #3: Temporary Safety Officer Position

BETWEEN
THE MUNCIPAL DISTRIC OF PINCHER CREEK, No.9
(Hereinafter referred to as the "Employer")

-AND-

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 927
(Hereinafter referred to as the "Union")

RE: TEMPORARY SAFETY OFFICER POSITION

This confirms our agreement with respect to establishing a Temporary Safety Officer position effective January 1, 2017 to July 1, 2017 with the ability to extend.

The Union and the Employer agree this position will be assigned to an Employee who meets the requirements as outlined in the attached job description; and that the duties and responsibilities assigned for this position will be encompassed within the same.

Hours dedicated to the Temporary Safety Officer position are approved by the Public Works Superintendent.

The Employer agrees to pay a premium of one dollar and fifty cents ($1.50) per hour, above the Employee's regular rate of pay.

SIGNED ON BEHAF OF Canadian Union Of Public Employees, Local 927	SIGNED ON BEHALF OF The Municipal District of Pincher Creek, No.9
[redacted]	[redacted]
February 15/2017	February 15, 2017
Dated on	Dated on