AGREEMENT

BETWEEN

THE COUNTY OF NEWELL

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1032

2017, 2018, 2019, 2020

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THIS AGREEMENT made this 30 day of March, 20 17.

BETWEEN: THE COUNTY OF NEWELL, hereinafter called "the Employer",

of the first part

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

of the second part

PREAMBLE

It is the desire of both parties to this agreement to maintain, encourage and promote:

1) Harmonious relations, settled conditions and co-operative relationships between the Employer and Employees covered by this agreement.
2) Joint negotiations and discussions in all matters pertaining to wages, working conditions, employment, services and benefits.
3) Safety, efficiency and the highest degree of public service possible among the work force in all areas of operation.
4) Mutual interest and strengthen good will between Employer, Employees and the Community.
5) The morale, well-being and security of all the Employees in the bargaining unit of the Union.

Now, therefore the parties agree as follows:

ARTICLE 1 - DEFINITIONS

1.01 **Break in Service** – the loss of use of contribution or benefit plan of the organization due to a lack of hours.

1.02 **Chief Administrative Officer** – refers to the CAO of the County of Newell or designate.

1.03 **Common-law Partner** – a person who has been cohabitating with an Employee in a conjugal relationship for at least one (1) year.

1.04 **Conflict of Interest** – any situation in which an Employee is involved in multiple interests, financial or otherwise, one of which could corrupt the motivation of the Employee.

1.05 **Continuous Service** – unbroken periods of employment.

1.06 **Council** – elected representative responsible for representing the interests of their citizens.

1.07 **Director** – a Department Head who reports directly to the CAO or designate.

1.08 **Education Leave** – an Employee leaving to participate in an approved education program that aligns with the requirements of an Employer policy.

1.09 **Employee** – an individual hired to perform work for the Employer.

a. **Permanent Full Time Employee** - means an Employee who has successfully completed the probationary period provided in Articles 11.02 and who has been assigned to a full-time position which is recognized as a permanent position.
b. **Permanent Part Time Employee** – means an Employee who has successfully completed the probationary period in Article 11.02 that is employed following a regular schedule but working less than full time hours which is recognized as a permanent position.
c. **Probationary Employee** – means a newly hired or returning Employee.
d. **Termed/Casual Employee** – means an Employee who is hired for a specific term to relieve a permanent position made temporarily vacant until the permanent Employee returns to the position or the position is filled. The position will have a start and end date.
e. **Permanent Seasonal Employee** – means an Employee who has successfully completed the probationary period provided in Article 11.02 and who has been assigned to a seasonal position which is subject to lay-off and recall from year-to-year on a recurring basis.

1.10 **Employer** – the County of Newell and its representatives.

1.11 **Group Benefit Plan** – an Employer sponsored plan that delivers life insurance, accidental death & dismemberment, dental, Employee family assistance program, extended health, health spending account and short term and long term disability.

1.12 **Harassment** – unwelcome verbal or physical conduct in the workplace which violates the Alberta Human Rights Act. All harassment is offensive and will not be tolerated by the Employer.

1.13 **Immediate Family Member** – means, in respect of an Employee:

a. The Employee's spouse or Common-law Partner;
b. A parent or step-parent of the Employee or the Employee's spouse or Common-law Partner;
c. A child, step child or foster child of the Employee or of the Employee's spouse or the Common-law Partner;
d. A grandparent, step-grandparent, grandchild or step-grandchild of the Employee or the Employee's spouse or common-law partner;
e. The spouse or common-law partner of a child, step-child or foster child of the Employee, or the Employee's spouse or common-law partner; or
f. The Employee's or the Employee's spouse or common-law partner's brother or sister.

1.14 **Layoff** – the Employer reduces the number of workers and/or hours and can be for a short or long periods of time.

1.15 **Lead Hand** – an Employee that functions in a "lead" capacity for a group of Employees working on a project of specific assignment basis.

1.16 **Letter of Understanding** – an agreement in writing between the Union and the Employer that may alter the terms of the collective agreement.

1.17 **On-Call** – an Employee who is off duty with the ability to respond to the workplace, be ready to work in the same state of readiness and health as a normal workday.

1.18 **Other Relatives** - means Aunt, Uncle, Niece, Nephew and/or cousin of the Employee.

1.19 **Overtime** – shall defined as all authorized time worked more than the number of hours specified in Article 15 for a normal work day, a normal work week, or time worked on a holiday.

1.20 **Payroll Calendar** – refers to the payroll processing schedule utilized by the Employer.

1.21 **Performance Review** – a method by which the job performance of an Employee is evaluated and documented.

1.22 **Qualified or Qualifications** - shall mean the necessary education, training, knowledge, performance, experience, skills, and abilities that is required to perform the position in question.

1.23 **Seniority** – length of service with the Union.

1.24 **Sick Leave** - means the period of time an Employee is permitted to be absent from work with full pay subject to Article 18.01 by virtue of being sick or disabled, exposed to contagious disease, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

1.25 **Union** – for the administration of this Collective Agreement, shall mean those officials of the Union elected and authorized to act on behalf of the members of CUPE Local 1032.

1.26 **Waiting Period** – means the amount of time required to elapse prior to benefits becoming active.

1.27 **The Singular**, when used in this Collective Agreement shall mean and include the plural unless otherwise indicated in the context.

1.28 **The Masculine Gender**, when used in this Collective Agreement shall mean and include the feminine unless otherwise indicated in the context.

ARTICLE 2 - RECOGNITION AND NEGOTIATIONS

2.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 1032 as the sole and exclusive collective bargaining agency for all its Employees as per the authority granted by the Alberta Labour Code Certification number 519-92 and the decision of the Labour Relations Board.

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

ARTICLE 3 - RESERVATION OF MANAGEMENT

3.01 Management reserves all rights not specifically restricted in this Collective Agreement.

3.02 Without limiting the generality of the foregoing, the Union acknowledges that it shall be the exclusive right of the Employer to operate and manage its business, including the right to:

(a) maintain order, discipline, efficiency, and to make, alter, and enforce, from time to time, rules and regulations to be observed by an Employee, which are not in conflict with any provision of this Collective Agreement;

(b) direct the working force and to create new positions and to determine the number of Employees, if any, needed from time to time in any position, and to determine whether or not a position will be continued or declared redundant;

(c) hire, promote, classify, transfer within the same site, lay-off and re-call Employees; and

(d) demote, discipline, suspend, or discharge.

ARTICLE 4 - NO DISCRIMINATION

4.01 The Employer and Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced in respect to any Employee by reason of age, race, colour, national origin, or religious beliefs, gender, marital status, family status, place of residence or physical/mental disability or any other grounds identified in the Human Rights legislation except to the extent permitted by law as a bona fide occupational requirement.

ARTICLE 5 - UNION SECURITY

5.01 Union Membership

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

5.02 Union Activity on Employer Premises

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

5.03 In keeping with this Article, the Union will inform the Employer who is authorized to interpret the Collective Agreement on a yearly basis. The Union shall provide the Employer a copy of this list once annually and when changes occur.

ARTICLE 6 - CHECK-OFF OF UNION DUES

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

6.02 Deductions

Deductions for Union dues for each Employee shall be made from each payroll and forwarded to the *"Canadian Union of Public Employees, Ottawa office, Attention: "Finance and Administration Department – Per Capita Section"* on a monthly basis no later than the 10th day of the following deduction month. Payment must include a letter with: total regular wages paid for the month, number of full-time or part-time status, amount of Union dues deducted for the month and a list of all Employees from whose wages deductions have been made.

A list of all Employees from whose wages deductions have been made shall also be sent to the Local 1032's Union Office not later than the 10th day following the deduction month.

ARTICLE 7 - LABOUR-MANAGEMENT RELATIONS

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

7.02 The Union Management Committee shall hold meetings no less than twice per calendar year and as needed. The terms and conditions for calling a Union Management Committee Meeting shall include:

- an agenda
- a specific goal(s)
- operational challenges
- potential problems
- solutions
- open communication
- positive relationships

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

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 A grievance is any difference between the parties to or persons bound by this Agreement concerning its interpretation, administration, application, operation or any alleged violation of the Agreement.

The Employer and the Union jointly recognize the desirability of preventing grievances through the use of good judgement and communications and clear directives by all parties.

8.02 Time Limits

The time limits specified in this grievance procedure shall not include Saturdays, Sundays, and Holidays as per Article 16.01. Time is of the essence, although the time limits may be extended by the consent of both parties in writing.

8.03 Authorized Representatives

The grievor shall be present at each meeting of the grievance procedure, and shall have the assistance of a Union representative at any time during the grievance procedure.

8.04 Mandatory Conditions

(a) Should the Employee or the Union fail to comply with any of the time limits specified in the grievance procedure, the grievance will be considered to be abandoned, unless the parties have mutually agreed in writing to extend the time limits.

(b) Should the Employer fail to comply with any time limits in the grievance procedure, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit, unless the parties have mutually agreed in writing to extend the time limits.

(c) During any and all grievance proceedings, the Employee shall continue to perform duties, except in cases of suspension or dismissal.

(d) A suspension or dismissal grievance shall commence at Step 2.

8.05 Grievance Requirements

The grievance shall be in writing, and must include a statement of the following:

(1) The name(s) of the aggrieved;
(2) The nature of the grievance and the circumstances out of which it arose.
(3) The remedy or correction the Employer is requested to make.

8.06 An earnest effort shall be made to settle grievances fairly and promptly in the following manner.

When an incident or dispute arises that may become the subject of a written grievance, the Employee shall arrange a meeting with the Manager of Operations within five (5) working days to discuss and seek to resolve the matter prior to submitting the grievance formally in writing. Failing resolve then:

Step 1

An Employee through the Union shall, within ten (10) working days of the date of the meeting with the Manager of Operations, submit the grievance in writing to the Manager of Operations with a copy to the Director of Municipal Services and the CAO, or designate. The Manager of Operations shall within ten (10) working days of receipt of the grievance, advise the Employee and the Union of the decision in writing with a copy to the Director of Municipal Services and the CAO, or designate. In the event that the issue is not resolved to the satisfaction of the Union, it may be advanced in accordance with the following steps.

Step 2

If the decision of the Manager of Operations does not settle the grievance, the Union shall, within ten (10) working days from the day that the decision was received, appeal the decision in writing to the Director of Municipal Services with a copy to the CAO, or designate. The appeal document shall specify the full particulars of the grievance and the remedy requested. The Director of Municipal Services shall hold a meeting with the Union within ten (10) working days from the date of receipt of the grievance and submit a written decision on the grievance

together with the reasons therefore to the Employee and the Union within ten (10) working days of the meeting.

Step 3

If the decision of the Director of Municipal Services does not settle the grievance, the Union shall within ten (10) working days from the day that the decision was received, appeal the decision in writing to the CAO and such appeal shall specify the full particulars of the grievance, a request for a meeting if deemed necessary, and the remedy requested. The CAO shall submit a written decision on the grievance together with the reasons therefore to the Employee and the Union within ten (10) working days of receipt of the grievance or date of the meeting.

Step 4

Failing settlement at Step 3, the grievance may be processed to Arbitration as described in Article 9.

8.07 Policy Grievances

The Union shall have the right to originate policy grievances which are not of an individual or group nature, but which are applicable to all Employees covered by the scope of this Agreement. A Union policy grievance shall comply with all the provisions of the grievance procedure, except that these types of grievances shall be initiated in writing at Step 2.

ARTICLE 9 - ARBITRATION

9.01 Either party wishing to submit a grievance to arbitration shall, within fifteen (15) working days of the receipt of the CAO decision of the grievance procedure, notify the other party in writing of its intention to do so and state its desire to meet to consider the appointment of a single Arbitrator.

9.02 Within ten (10) working days of receipt of notification provided for as above, the party receiving such notice shall arrange to meet with the other party in an effort to select a single arbitrator.

9.03 If the parties are unable to agree upon a single Arbitrator, application shall be made to the Director of Alberta Mediation Services to appoint an arbitrator pursuant to the provisions of the Labour Relations Code.

9.04 The Arbitrator shall hear and determine the difference and shall issue an award, in writing, and the decision is final and binding upon the parties and upon the Employee(s) affected by it.

9.05 The arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend, or change the terms of this Collective Agreement.

9.06 The fees and expenses of Arbitrator shall be borne equally by the two (2) parties to the dispute.

9.07 The time limits specified in the arbitration procedure shall not include Saturdays, Sundays and holidays as per Article 16.01. Time is of the essence, although the time limits may be extended by the consent of both parties in writing.

9.08 The grievor shall be present at each meeting of the arbitration procedure and shall have the assistance of a Union representative at any time during the arbitration procedure.

ARTICLE 10 - DISCHARGE, SUSPENSIONS AND DISCIPLINE

Corrective Action Process

10.01 Disciplinary Action occurs whenever an Employee is disciplined and the discipline is intended to be a matter of management record. The Employee shall have the right to have a Union Representative present at the meeting when the discipline is given.

10.02 The Employee shall be given, in writing the facts upon which the Employer is basing its disciplinary action, whether it is a verbal warning, written warning, suspension or discharge and a copy sent to the Union.

10.03 Warnings to be Removed

A written disciplinary warning or reprimand, in writing, except a disciplinary suspension without pay, shall be removed from an Employee's record after a period of twelve (12) months of service, adjusted for any leaves of absence in excess of thirty (30) calendar days, in which the Employee has not received any disciplinary warning or suspension. A disciplinary suspension, without pay, shall be removed from an Employee's record after a period of twenty-four (24) months of service, adjusted for any leaves of absence in excess of thirty (30) calendar days, in which the Employee has not received any disciplinary warning or suspension.

Article 10 shall be in accordance with the County of Newell's Personnel Policies on Discipline and Discharge and the Corrective Action Process. Changes to these sections of the policy will not be made without consultation with the Union.

ARTICLE 11 - SENIORITY

11.01 Seniority List(s)

The Employer shall prepare and provide a seniority list and a contact list (names, addresses and phone numbers) for all Employees covered by the Collective Agreement twice per year in January and July, to the CUPE National

Representative.

The seniority list will show the date upon which each Employee's service commenced less the time deducted for lay-offs. The CUPE National Representative provides the seniority list to the Shop Steward(s) for posting in the workplace.

Seniority shall not apply during the probationary period; however, once the probationary period has been completed, seniority shall be credited from the seniority date established pursuant to Article 11.01.

11.02 Probationary Periods

All Employees are subject to a probationary period of six (6) continuous months from the date of hire. Seasonal Employees shall be considered on a probationary period for six (6) accumulated months.

The probationary period may be extended once per Employee for a further three (3) continuous months at the discretion of the Employer. The Employee and Union must receive notice of and the reasons for the extension in writing.

A probationary Employee may be terminated at any time during the probationary period, in accordance with the Alberta Employment Standards Code and will not be subject to the grievance procedures contained in this Agreement.

A probationary Employee may utilize the grievance procedure for discipline imposed, but may not pursue Arbitration.

The probationary period as defined in this policy may exclude the waiting period required for benefits.

11.03 Loss of Seniority

An Employee shall lose seniority in the event:

1) The Employee is discharged for just cause and is not reinstated.
2) The Employee resigns.
3) If, following a lay-off, the Employee fails to acknowledge or return to work within ten (10) working days of the date of mailing by registered mail of a letter of recall, or the Employee fails to return to work on expiry of an approved leave of absence unless through sickness or unavoidable reason acceptable to the Employer. It shall be the responsibility of the Employee to keep the Employer informed of his current address.
4) The Employee is laid off for a period of longer than twelve (12) months or a period greater than his accumulated seniority at the time of lay-off, whichever is less.
5) The Employee is absent for three (3) or more working days without sufficient cause or without notifying the Employer, unless the Employee provides the

Employer with documented evidence of unavoidable reasons acceptable to the Employer for not reporting to work.

11.04 Seniority shall be frozen and shall not accrue during periods while on layoff, or on an unpaid leave of absence during which the Employee is in receipt of indemnity through the long-term disability plan, or on other leaves of absence in excess of one hundred twenty (120) calendar days.

ARTICLE 12 - STAFF CHANGES

12.01 Job Postings

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

12.02 Recognition of Seniority

Both parties recognize:

1) The principle of movement within the bargaining unit; and
2) In making movements, the determining factors should be qualifications. Where the qualifications are deemed by the Employer to be relatively equal, seniority shall be the deciding factor.

12.03 Method of Making Appointments

In making appointments the determining factors shall be the knowledge, education, ability, performance and skills, and where these factors are deemed by the Employer to be relatively equal, seniority shall be the deciding factor. The Employer shall not establish qualifications in an unfair manner.

12.04 Trial Period

All appointments shall be subject to a trial period. The Employee will be given a trial period of three (3) months or such shorter time as the Employer considers suitable in the circumstances in which to demonstrate the Employee's ability to perform the new task satisfactorily. Should such Employee fail to succeed during the above-mentioned trial period, the County shall direct the Employee to return to the Employee's former position and rate of pay without loss of seniority.

Should an Employee desire to return to his former position and rate of pay without loss of seniority, he may do so within the trial period. Any other Employee appointed because of the re-arrangement of positions shall also be returned to his former position and rate of pay without loss of seniority.

12.05 Disabled Employees' Preference

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

12.06 Temporary Positions

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

12.07 Miscellaneous

The Employer, due to specific bona fide occupational requirements, may require a current Employee, applying for a vacancy, to submit to medical assessment performed by a physician, a Criminal Record Check or a Vulnerable Sector Check and a driver's abstract. The cost of obtaining this documentation shall be borne by the Employer.

ARTICLE 13 - LAY-OFFS AND RECALLS

13.01 Lay-off and Re-Call Procedure

1) In the event of a lay-off, Employees shall be laid off in the reverse order of their seniority. As per Seasonal Employment, the layoff date will be stated on their termed employment letter.
2) Employees shall be recalled in the order of their seniority provided they have demonstrated the ability to do the job and have the required qualifications to do the available work.
3) Recall shall be deemed to have been carried out five (5) working days after documented formal communication (email or registered letter) has been made between the Employer and the Employee. All communication will be filed in the Employee's file.
4) Notification of Recall Procedure
    a. The Employer will contact the Employee through email first. If no response has occurred within two (2) days, the Employer will mail a registered letter to the Employee's last known address as shown on the Employee's file.

b. If the registered letter is returned to the Employer or there is no form of communication after the five (5 days) of delivery receipt of the registered letter, recall shall be deemed to have been carried out and the Employee will have a maximum of five (5) working days to accept or reject the vacancy.
c. The return to work date will be indicated and/or confirmed in the email or registered letter, whichever may apply.
d. If the Employee is unable to return for the date specified, the Employer reserves the right to seek out the next qualified Employee, in order of seniority.
e. The right to re-call shall continue for a period of twelve (12) months after which time the employment shall be terminated.

13.02 No New Employees

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

13.03 Notice of Lay-off

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

Five (5) working days' notice, if the Employee's period of employment is greater than three (3) months but less than two (2) years; or ten (10) working days, if the Employee's period of employment is two (2) years or more. If the Employee laid off has not had the opportunity to work the five (5) or ten (10) working days as stated, after notice of lay-off, the Employee shall be paid in-lieu-of work for the part of the five (5) or ten (10) working days during which work was not made available.

13.04 Employee's Notice of Resignation

The Employee will provide the Employer with two (2) weeks written notice when resigning from his position with the Employer.

ARTICLE 14 - HOURS OF WORK

14.01 Hours of Work

1) The regular hours of work shall be eight (8) hours per day to a total of forty (40) hours per week, with the majority of work scheduled Monday - Friday.

2) All hours worked on Sundays and holidays shall be compensated at overtime rates.

3) Work hours exclude a meal period of thirty (30) minutes, to be at

approximately mid-part of a shift, during each working day in which the Employee works in excess of five (5) hours.

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

5) In the event of unfavorable weather conditions where an Employee has not earned forty (40) hours in a week, they may be required to work the Saturday of that week.

6) Employees working during periods of unfavorable weather; shall be assigned tasks in order of qualifications and seniority.

7) Hours of work shall be set by the Employer.

14.02 Deemed Resignation

Any Employee who is absent from scheduled duties for three (3) consecutive days, without prior approval, will be deemed to have resigned, unless it can be later shown to the Employer that emergency or special circumstances prevented adequate or timely notification.

14.03 Reporting for Duty

All Employees are expected to report for duty promptly, such that they are fully prepared to begin work at the designated shift start time.

14.04 Not Permitted to Leave Premises

Employees are not permitted to leave the premises or assigned jobsite during their paid rest breaks, without approval of their Supervisor or Manager.

14.05 On Call

1) The Employer may assign Employees to be On-call during off hours for the purpose of responding to afterhours services as called upon by the Supervisor On-call or Employer.

2) Employees On-call shall be guaranteed not less than two (2) hours of pay. Employees On-call shall be paid or bank On-call hours at straight time.

3) Should the Employee On-call report for work following their regular eight (8) hours shift on a daily basis they shall be compensated at overtime rate for overtime hours worked.

4) Employees On-call must notify the Employer immediately by phone call, if the Employee is unable to perform the On-call duty.

5) On-call schedules will be posted in January for the duration of the year and distributed among qualified employees on an equitable basis. Schedules may be amended if necessary from time to time. Notification of change in schedule will be posted on bulletin boards.

6) Whenever possible, an Employee will be notified at least twelve (12) hours prior to being placed On-call. At that time, they will also be notified of the period of On-call assignment.

7) An Employee shall not be assigned On-call two (2) consecutive weekend or two (2) consecutive paid holidays where another qualified Employee is available to be assigned On-call.

8) In the event an Employee who is assigned On-call duty fails to report to work within two (2) hours when required to do so, compensation for the On-call period shall not be paid for the day in which the failure occurs and an Employee may be subject to disciplinary action.

14.06 Supervisor On-call

1) The Employer may assign Employees to be Supervisor On-call during off hours for the purpose of coordinating and responding to afterhours services.

2) Supervisor On-call shall be guaranteed no less than two (2) hours of pay as identified on Schedule A. Supervisor On-call shall be paid On-call hours at straight time. Employees cannot bank Supervisor On-call hours.

3) Should the Supervisor On-call report for work following their regular eight (8) hours shift on a daily basis they shall be compensated at the overtime rate for overtime hours worked.

4) Supervisor On-call must notify the Employer immediately by phone call, if the Employee is unable to perform the Supervisor On-call duty.

5) Supervisor On-call schedules will be posted by January for the duration of the year and distributed among qualified Employees on an equitable basis. Schedules may be amended if necessary from time to time. Notification of change in schedule will be posted on bulletin boards.

6) An Employee shall not be assigned On-call two (2) consecutive weekends or two (2) consecutive paid holidays where another qualified Employee is available to be assigned On-call.

7) In the event an Employee who is assigned Supervisor On-call duty fails to respond immediately, compensation for the Supervisor On-call period shall not be paid for the day in which the failure occurs and an Employee may be

subject to disciplinary action.

14.07 Travel Time

Travel time to the job site will be included in the working hours specified herein. Refer to Letter of Understanding #1.

14.08 Minimum Hours

1) An Employee reporting to work on his regular shift shall be paid his regular rate of pay for two (2) hours if he is sent home before he commences work.

2) If, the Employer has advised the Employee in advance not to report for work, the Employee shall not be entitled to compensation.

3) If the Employee commences work and is sent home by the Employer before he has completed four (4) hours, the Employee shall be paid for at least four (4) hours.

ARTICLE 15 - OVERTIME

15.01 Approval of Overtime

All overtime hours must receive prior approval from the Employer.

15.02 Overtime Rates

Employees who are required to work more than eight (8) hours per day, or forty (40) hours per week, shall be paid one and one-half (1½) times their regular rate of pay in excess of eight (8) hours worked per day, or forty (40) hours worked per week, whichever is greater. One and one-half (1½) times the Employee's rate of pay will be paid for all work performed on Sundays and holidays.

15.03 Minimum Call Back Time

Employee(s) called out shall be paid or may bank a minimum of three (3) hours at the overtime rate of one and one-half (1½) hours for all hours worked.

15.04 Banked Overtime

Employees will be permitted to bank hours exceeding eight (8) hours per day or forty (40) hours per week at the overtime rate of one and one-half (1½) hours in lieu of overtime payment.

Employee(s) will be able to accumulate up to a maximum of one hundred twenty (120) overtime hours which is equivalent to one hundred eighty (180) hours of banked straight time. At the end of the payroll calendar, Employees will be permitted to carry over a maximum of one hundred twenty (120) hours of banked

time hours. Any banked time hours exceeding this limit will be paid out at the Employee's regular rate of pay. All banked time used as hours replacement shall be counted as hours worked.

If an Employee works less than eight (8) hours per day or forty (40) hours per week they will have the following options:

a) Use banked hours to maintain a standard forty (40) hour work week. This use of banked time must be agreed upon by the Employee and Employee based on operational requirements and will not be unreasonable denied; or

b) If no banked hours are available, the Employee may use available vacation time; or

c) The Employee is not compensated.

ARTICLE 16 - HOLIDAYS

16.01 List of Holidays

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

and any other holidays proclaimed by the Provincial Government or the County of Newell.

When any of the above named holidays fall on a Saturday or Sunday, the following working day shall be granted as a holiday.

16.02 Holiday Pay

1) All Employees who are not required to work on the above holidays shall receive holiday pay equal to one (1) normal working days pay.
2) If a Statutory holiday falls during a permanent full-time or part-time Employee's vacation, the Employee shall receive an additional day with pay.

16.03 Non-Scheduled Work Days

If a Holiday, as per Article 16.01, occurs on a day that is not the Employee's regularly scheduled day of work and the Employee is required to work, the Employee shall be paid one and one-half (1½) the Employee's basic rate of pay for each hour worked, in addition to the holiday pay as set out in Article 16.02.1).

ARTICLE 17 - VACATIONS

17.01 Length of Vacation

1) Permanent Employees shall accrue vacation days based on a forty (40) hour week.

Less than one (1) year continuous service, four (4) percent of earnings.
After one (1) year continuous service, two (2) weeks' vacation with pay.
After two (2) years continuous service, three (3) weeks' vacation with pay.
After six (6) years continuous service, four (4) weeks' vacation with pay.
After fourteen (14) years continuous service, five (5) weeks' vacation with pay.
After twenty (20) years continuous service, six (6) weeks' vacation with pay.

2) Vacation entitlements shall be accumulated every pay period. During an Employees' first year of employment, an Employee may take up to one (1) week of vacation as it is earned. Thereafter, an Employee is entitled to take vacation time that has been accumulated in increments of not less then fifteen (15) minutes for the actual time away from work. Any vacation entitlement earned up to an Employee's anniversary date must be taken no later than twelve (12) months following that anniversary date.

17.02 Vacation Entitlement During Leave of Absence

There shall be no accrual of Vacation during an Employee's absence from work, but the Employee shall retain the accumulated credit less actual time used.

Vacation shall not accrue during a period of absence in excess of one (1) month in the case of:

1) Unpaid absence from work;
2) In receipt of weekly indemnity as provide by Short Term Disability or Long Term Disability Income Insurance Plan;
3) Leave of absence;
4) Lay-off;
5) In receipt of compensation from the Workers Compensation Board;

17.03 Vacation Pay on Termination

An Employee terminating employment will be paid out accrued vacation pay.

17.04 Vacation Schedules

Vacations shall be scheduled by mutual agreement between the Employee and the Employer. The Employee must provide a minimum two (2) weeks' notice of intended vacation leaves for approval purposes. If an Employee and the Employer are unable to agree on the commencement date of the Employee's annual vacation, the Employer will give the Employee at least two (2) weeks' notice of the date which the Employee's annual vacation shall commence.

Vacations will not be unreasonably denied by the Employer.

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

17.05 Seasonal Employees

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

Less than one (1) year continuous service, four (4) percent of earnings.
After one (1) year of continuous service until the completion of six (6) years of continuous service, six (6) percent of regular earnings.
After six (6) years continuous service until the completion of thirteen (13) years of continuous service, eight (8) percent of regular earnings.
After fourteen (14) years continuous service until the completion of nineteen (19) years of continuous service, ten (10) percent of regular earnings.
After nineteen (19) years continuous service, twelve (12) percent of regular earnings.
For the purposes of this clause, earnings shall mean hours paid by the Employer at the regular rate of pay.
For the purposes of this clause, one (1) year of continuous service shall mean two (2) full seasons of employment.

ARTICLE 18 - LEAVE PROVISIONS

18.01 Amount of Sick Leave

Sick Leave shall be earned by permanent full-time and permanent seasonal Employees on the basis of 0.8334 days for every month of service up to a maximum of fifteen (15) days banked at any one time. Sick leave shall not be used until after one (1) month of service.

18.02 Proof of Illness

(1) An Employee may be required to produce a certificate from a qualified medical practitioner, for any illness or injury, certifying that the Employee is unable to carry out his duties due to illness or injury.

(2) All Employees shall, prior to or within sixty (60) minutes of the commencement of their scheduled shift, notify their supervisor or designate, by direct verbal contact, that they will be unable to report for work.

18.03 Sick Leave during Leave of Absence

There shall be no accrual of Sick Leave Benefits during an Employee's absence from work in excess of thirty (30) days, but the Employee shall retain their accumulated credit less actual time used in the case of:

1) Unpaid absence from work;
2) In receipt of weekly indemnity as provide by Short Term Disability or Long Term Disability Income Insurance Plan;
3) Leave of absence;
4) Lay-off;
5) In receipt of compensation from the Workers Compensation Board;

18.04 Sick Leave Without Pay

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

18.05 Sick Leave Records

A record of all used and unused sick time bank will be kept by the Employer. Employees can access this record on their bi-weekly paystub.

18.06 Attending Appointments

If an Employee is unable to schedule an appointment outside their scheduled hours of work and requires time off for the purpose of attending such an appointment, when possible the Employee shall provide a minimum of two (2) days notice to receive prior authorization from the Employer. Such absence shall be charged against the Employee's sick time bank in increments not less than 15 minutes for the actual time away from work. Employees may be required to submit satisfactory proof of such appointment.

18.07 Deduction from Accumulated Sick Leave

A deduction shall be made from accumulated sick leave of all time absent for sickness, in increments of not less than 15 minutes.

18.08 Illness in the Family

When no one at home, other than the Employee, can provide for the needs during illness of an immediate family member, who resides with the Employee on a permanent or extended basis, an Employee shall be entitled, after notifying the Employee's supervisor, to use a maximum of five (5) accumulated sick days per year to care for the immediate family member who is ill.

ARTICLE 19 - GENERAL – OTHER FORMS OF LEAVE

19.01 For Union Business

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

19.02 For Union Conventions and Meetings

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

19.03 Bereavement Leave

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

Bereavement leave, with pay, shall be granted in the death of other relatives. The leave of absence will be granted for three (3) working days where attendance at the funeral occurs within the Province of Alberta and five (5) working days when the funeral occurs outside the Province of Alberta.

Additional leave "as reasonably necessary" may be granted, without pay, with the provision that all applications for such extensions be submitted with the original request, unless extenuating circumstances justify otherwise.

An Employee will not be paid for bereavement leave if it falls during a vacation day, holiday or other scheduled day off work.

19.04 Compassionate Care Leave

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

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

During compassionate care leave, Employees must cover the Employer and Employee share of group benefits during the period of leave.

19.05 Pallbearers

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

19.06 Elections

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

19.07 Jury Duty

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

19.08 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.

19.09 General Leave

The Employer will consider granting leave of absence, without pay, and without loss of seniority, to any Employee requesting such leave for good and sufficient

cause, such request to be in writing. Such approval shall not be withheld unjustly.

19.10 Maternity, Paternity & Adoption Leave

An Employee shall be entitled to maternity, paternity and/or adoption leave pursuant to Alberta Employment Standards Code. Maternity, paternity and adoption leave shall be at no cost to the Employer except for the health-related portion of maternity leave that is substantiated by a medical certificate.

ARTICLE 20 - BENEFITS

20.01 Agreement on Comprehensive Benefit Review

Should it be necessary, before the expiration of this contract, the Employer and Union agree to engage in a comprehensive review of the County of Newell Employee Benefit Plan. For the purpose of this review, it is agreed that a joint committee comprised of representatives from the Employer and two (2) representatives of the Union will be involved in the review process and prepare a recommendation for approval by the Employer and the Union.

Employee Group Benefit Plan

All eligible Employees must participate in the benefit plan as established by Council and amended from time to time. Eligibility is determined by the established plan, including waiting periods dictated by the terms of the plan.

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

20.02 Premiums

The premiums on Extended Health Care & Dental, AD&D, Life Insurance and Employee Assistance Program shall be paid at 100% by the County and shall include:

100% reimbursement Health Care and Dental Care:

Basic and Diagnostic – 100% reimbursement
Dentures – 50% reimbursement
Orthodontics – 50% reimbursement (dependent children only)
Major Restorative – 50% reimbursement

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

20.03 Health Spending Account

The Employer shall contribute one thousand dollars ($1,000.00) per year towards a Health Spending Account for each Employee participating in the Group Plan. Subject to the time limit of proof of claim, unused plan credits will be carried forward and can be used by the Employee until the earlier of:

- The end of the benefit year following the benefit year during which the plan credits were allocated to the Employee's account, or;

- The end of the Employee's Health Care Spending Account coverage.

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

20.04 Weekly Indemnity (Wage loss replacement/Short Term Disability)

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

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

20.05 Long Term Disability

All Employee's shall be covered under the provisions of the Alberta Municipal Employees Benefits service covering the Employee for long term disability. The Long Term Disability Plan will be an assigned benefit plan with the Employee paying 100% of the premiums.

20.05 Seasonal Employees

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

20.06 Local Authorities Pension Plan

All permanent Employees covered by this agreement shall become members of the Local Authorities Pension Plan and Employees and the Employer shall make contributions to such plan in accordance with the provisions of the plan.

20.07 Long Service Pay

In recognition of continuous service with the Employer, Employees shall be paid one (1) annual payment as follows:

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

ARTICLE 21- CORPORATE HEALTH AND SAFETY

21.01 Co-operation on Safety

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

21.02 Union-Employer Safety Committee

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

21.03 Meetings of Committees

The Corporate Health and Safety Committee shall hold meetings as requested by the Union or by the Employer and all unsafe, hazardous or dangerous conditions shall be taken up and dealt with at such meetings. The minutes of all Corporate Health and Safety Committee Meetings shall be kept and copies of such minutes given to the members. Union members of the Health and Safety Committee are responsible to forward minutes to the Union. Employees having to travel from their normal place of reporting to work shall be paid travel allowance in accordance with Article 14.07.

ARTICLE 22 - GENERAL CONDITIONS

22.01 Union Communication

The Employer shall provide bulletin boards which shall be placed so that all Employees will have access to them and upon which the Union shall have the

right to post notices of meetings and Union events.

The Union shall have the right to conduct minimal Union business and send notices of meetings and Union events through the Employer's electronic systems and wireless devices provided prior approval has been received from the Director of Municipal Services.

22.02 Tools and Equipment

The Employer shall pay a five hundred dollar ($500) per year tool allowance to Certified Technicians and Vehicle Serviceman. The Employee may carry over into the next calendar year any unused amount of the current year's tool allowance. The maximum carry over in any one year cannot exceed five hundred dollars ($500).

22.03 Allowances

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

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

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

22.04 Temporary Change of Duty

When the Employer requires an Employee to be temporarily assigned to a classification with a higher pay scale than his own, he shall receive an additional one ($1) dollar per hour for such assigned period. If an Employee is assigned to a job temporarily, paying a lower rate than his own, then his rate shall not be reduced. These assignments are subject to the approval of the Employer.

ARTICLE 23 - LOSS OF LICENSE

23.01 Employees who are required to maintain a valid Province of Alberta Operators License for the purpose of their work with the Employer may be terminated from their employment in the event of the loss of Operators License in excess of a seventy-two (72) hour suspension for any reason other than medical.

In the event of such loss of operators license, the affected Employee may be offered the first available position to which they are qualified.

ARTICLE 24 - PERSONNEL RECORDS

24.01 Personnel Records

An Employee shall, after having provided a minimum of 24 hours' notice, have access to and review their Employee file under supervision.

The Employee will receive a copy of any requested documentation.

Any disagreement as to the accuracy of information contained in the file may be subject to the grievance procedure and the eventual resolution thereof shall become part of the Employee's file.

ARTICLE 25 - NOTICES

25.01 Each Employee shall keep the County informed of their current address, telephone number, and e-mail if applicable.

25.02 All communication between the parties, unless otherwise specified, shall be addressed to:

1) The President and/or designate of CUPE Local 1032 and the CUPE National Representative.
2) The Director of Municipal Services and/or designate.

ARTICLE 26 - TERMS OF AGREEMENT

26.01 Effective Date

Except where otherwise stated in this Collective Agreement, this Collective Agreement shall be in full force and effect from and after the date upon which the Employer and the Union exchange notice of ratification by their principals of the terms of this Collective Agreement, up to and including December 31, 2020 and from year to year thereafter unless notice of the desire to amend the Collective Agreement is given in writing by either party to the other party not less than sixty (60) days, nor more than one hundred twenty (120) days prior to December 31, 2020.

26.02 Retroactivity

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

SIGNED ON BEHALF OF THE COUNTY OF NEWELL BROOKS, AB

[redacted]

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

[redacted]

SCHEDULE "A"

	LABORER				
STEP	REQUIREMENTS	2017	2018	2019	2020
1	Entry level through to the end of the probation period and satisfactory performance evaluation	19.62	19.82	20.22	20.62
2	Upon completion of the probation period and satisfactory performance evaluation	21.95	22.17	22.61	23.06
3	Upon completion of one year at step 2 and satisfactory performance evaluation	23.05	23.28	23.75	24.23
4	Experience and demonstrated capabilities at one or more key responsibilities and satisfactory performance evaluation	24.46	24.70	25.19	25.69

	TRUCK DRIVER				
STEP	REQUIREMENTS	2017	2018	2019	2020
1	Entry level to operate vehicles less than 13,000 kgs or 30,000 lbs and satisfactory performance evaluation	24.49	24.73	25.22	25.72
2	Class 3 license with air endorsement and satisfactory performance evaluation	27.53	27.81	28.37	28.94
3	Class 1 license entry level or Class 3 with air endorsement and satisfactory performance evaluation	30.47	30.77	31.39	32.02
4	Class 1 license with the capability to operate tractor trailer units and satisfactory performance evaluation	33.99	34.33	35.02	35.72

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

	MAINTENANCE OPERATOR				
STEP	REQUIREMENTS	2017	2018	2019	2020
1	Entry level Employee to be trained on any Heavy Equipment and satisfactory performance evaluation	30.51	30.82	31.44	32.07
2	After one year at step 1 and satisfactory performance evaluation	32.54	32.87	33.53	34.20
3	After one year at step 2 and satisfactory performance evaluation	33.78	34.12	34.80	35.50
4	After one year at step 3 plus the Employee exhibits the ability and willingness to do finishing work, to supervise and to train other Operator Employees and satisfactory performance evaluation	35.33	35.68	36.39	37.12

	MECHANIC				
STEP	REQUIREMENTS	2017	2018	2019	2020
1	Routine maintenance and service work on automotive or heavy duty equipment with entry level apprentice capabilities and satisfactory performance evaluation	30.90	31.21	31.83	32.47
2	Performs service and maintenance at a more complex level equal to that of a final year apprentice and satisfactory performance evaluation	34.00	34.34	35.03	35.73
3	Licensed CPV Automotive or Light Duty mechanic with the ability and willingness to assume a supervisory and training role and satisfactory performance evaluation	36.16	36.52	37.25	38.00
4	Licensed Heavy Duty Mechanic with the ability and willingness to assume a supervisory and training role and satisfactory performance evaluation	39.07	39.46	40.25	41.06

	GRADER OPERATOR				
STEP	REQUIREMENTS	2017	2018	2019	2020
1	Entry level of Employee to be trained as a Grader Operator and satisfactory performance evaluation	31.60	31.92	32.56	33.21
2	After one year at step 1 and satisfactory performance evaluation	33.78	34.12	34.80	35.50
3	After one year at step 2 and satisfactory performance evaluation	35.33	35.68	36.39	37.12
4	After one year at step three plus the Employee exhibits the ability and willingness to do finishing work, to supervise and to train other Grader Operators and satisfactory performance evaluation	37.81	38.19	38.95	39.73

	Supervisor On Call				
	REQUIREMENTS	2017	2018	2019	2020
SOC	Supervisor On-call exhibits the ability and willingness to supervise others, and fulfill documentation responsibilities of work as assigned.	39.16	39.55	40.34	41.15

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

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

LETTER OF UNDERSTANDING #1: "ARTICLE 14.07 – TRAVEL TIME"

The Parties agree that the following will replace Article 14.07 for the duration of this collective agreement, and that travel time will only apply to Grader Operators whose present primary work location (i.e. grader shack) is one of the following locations – Gem, Bassano, Rosemary, Tilley.

1. Travel time is not paid when travelling from home to a primary work location or from a primary work location to home.

2. Travel time is paid work when:
   a. The Employee is required to travel between work locations after the Employee starts work;
   b. The Employee is required to travel to a work location other than their primary work location
   c. The Employee is directed to perform tasks on the Employee's way to a work location or home.

3. Whenever possible travel time away from an Employee's work location shall be included in the Employee's eight (8) hour shift. When this is not possible, it shall be banked at straight time.

4. When Employer transportation is not provided, mileage on a personal vehicle will be compensated following the National Joint travel directive for Alberta.

5. Article 14.07 shall apply only to those Employees employed by the County of Newell as of January 1, 2017.

6. This letter of understanding will be renewed until there is no incumbent.

SIGNED ON BEHALF OF THE COUNTY OF NEWELL BROOKS, AB

[redacted]

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

[redacted]

LETTER OF UNDERSTANDING #2: "ARTICLE 18 – LEAVE PROVISIONS"

The Union recognizes that the Employer has a concern with the financial liability of the current level of sick leave banks and the Employer recognizes that the Union has agreed to make substantial changes to the sick leave bank.

Therefore, the parties agree that upon ratification the Employer will provide the Employee with 50% payout of their sick leave bank, less fifteen (15) days, their remainder is forfeited.

SIGNED ON BEHALF OF THE COUNTY OF NEWELL BROOKS, AB

[redacted]

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

[redacted]

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