

COLLECTIVE AGREEMENT

between

CUPE LOCAL 3395

and

THE COUNTY OF FORTY MILE NO. 8



JANUARY 1, 2023 – DECEMBER 31, 2026

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THIS AGREEMENT made this 13th day of September 2022

BETWEEN:

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

and

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

1. RECOGNITION

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

- (a) Certificate No. CC1213-2020 comprising 'All Employees'.
- (b) No Employee covered by this Agreement shall be asked to make written or verbal agreement with the Employer concerning hours of work, wages, or conditions during the term of this Agreement.

2. TERM OF AGREEMENT

- (a) The parties undersigned hereto, mutually agree to comply with and be governed by the conditions herein set out in this Agreement.
- (b) This Agreement shall be in full force and effect from January 1, 2023 to December 31, 2026 and from year to year thereafter unless one party gives to the other party, in writing, not less than sixty (60) or more than one hundred and twenty (120) days prior to the expiry date of the collective agreement, notice of their intent to commence collective bargaining.

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

3. RESERVATIONS OF MANAGEMENT

Management reserves all rights not specifically restricted by this Agreement.

4. UNION LABOUR MANAGEMENT RELATIONS

- (a) Where permission has been granted to an Employee or representatives of the Union to leave their employment temporarily with respect to an interpretation or a grievance, they shall suffer no loss of pay for the time so spent. The Employee must advise their Immediate Supervisor.
- (b) A maximum of four (4) Employer's Employees shall receive pay during negotiations if such meetings are held during the working hours to a maximum of three (3) days per negotiation.

(c) **Committees and Stewards:**

No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union shall notify the Employer in writing of the names of its Officers, Stewards and Union Committees, and the areas over which each steward is responsible.

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

5. CHECK OFF

- (a) The Employer agrees to deduct from the pay of each Employee within the bargaining unit monthly or bi-weekly Union dues, initiation fees, or assessments as determined by the Union and remit to the Union by the 15th day of the following month.
- (b) The County shall provide the Union with the addresses, phone numbers and personal email addresses of all Employees as required.

6. DISCRIMINATION

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

7. GRIEVANCE PROCEDURE

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

STEP 1 – within fifteen (15) working days of the incident which gave rise to the complaint the Employee(s) concerned shall first seek to settle the dispute with Employee(s) designated Immediate Supervisor.

STEP 2 - failing satisfactory settlement within fifteen (15) working days after the dispute was submitted under Step 1, the Union shall within fifteen (15) working days submit to the County Administrator of the Employer a written statement of the particulars of the complaint and of the redress sought. The County Administrator shall render their decision in writing within fifteen (15) working days of receipt of such notice.

STEP 3 - failing settlement being reached in Step 2, the Union shall, within fifteen (15) working days of receipt of the decision of the County Administrator notify the County Administrator in writing that they reject such decision. The grievance shall then be referred to the Grievance Committee.

- (a) Such Grievance Committee shall consist of two (2) representatives of the County and two (2) representatives of the Union.
- (b) The Grievance Committee shall meet and endeavour to resolve the grievance and shall render its decision within fifteen (15) working days following receipt of the submission.
- (c) If the Grievance Committee reaches a unanimous decision as to the disposition of the grievance, that decision shall be final and binding on both parties.
- (d) Not more than two (2) members of the Grievance Committee from the Union may attend meetings without loss of pay.

STEP 4 – In the event the Grievance Committee does not meet within fifteen (15) working days following receipt of the submission or in the event that the committee does not reach a unanimous decision within the said time limitation, then either party may by written notice to the other party, require the establishment of the Arbitration Board as hereinafter provided.

- (a) Such notice must be given within fifteen (15) days after the date the fifteen (15) working days' time limitation in Step 3 expires.
- (b) Concurrently with the notice by the party requiring the establishment of an Arbitration Board, the party shall name its nominee to the Board, and the recipient of the notice shall within fifteen (15) days inform the other party of its nominee to the Board.
- (c) The two (2) nominees so appointed shall within fifteen (15) days of the appointment of the second of them, appoint a third person who shall be chairman of the Arbitration Board. In the event of failure to agree on the appointment of a chairman, any party may request the Minister of Labour to make the necessary appointment.

STEP 5 – The Arbitration Board shall hear and determine the grievance.

- (a) Such award shall be final and binding upon the parties and upon any Employee affected by it.
- (b) The decision of a majority of the Arbitration Board is the award of the Board, but where there is no majority (or unanimity) the decision of the Chairman governs and shall be deemed to be the award of the Board.
- (c) The Arbitration Board by its decision shall not alter, amend or change the terms of this Agreement.
- (d) Each party to the grievance shall bear the expense of its respective nominee, and the two parties shall bear in equal proportions the expense of the chairman.

All aforesaid time limitation in the steps shall be exclusive of Saturdays, Sundays, and other holidays, and in the event that at any stage of the aforesaid procedures (except in respect of appointing persons to a Board) a party fails to take the necessary action within the time limit specified, the grievance procedure shall be deemed to be at an end.

Any of the aforesaid time limits may be extended at any stage by mutual consent of the parties.

8. DISCIPLINE

When an Employee is disciplined, and discipline is intended to be a matter of management record, the Employee shall be given written particulars of the discipline in the presence of a Union representative, if requested by the Employee, whether it be a warning, suspension or discharge and a copy shall be sent to the President and National Representative.

9. PROBATION

Newly hired Employees shall be considered on a probationary basis for a period of six (6) working months from the date of hiring.

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

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

10. SENIORITY

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

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

(b) The Employer shall maintain on the seniority list, as determined in 10(a) the date when each Employee's service commenced. An up to date seniority list shall be sent to the Union and shall be posted on all bulletin boards in January of each year.

(c) **Loss of Seniority:**

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

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

(ii) They are discharged for just cause and is not re-instated.

(iii) They resign.

- (iv) They fail to return to work within seven (7) calendar days following a lay-off and after being notified in writing by mail or email, unless through sickness or just cause. It shall be the responsibility of the Employee to keep the Employer informed of their current address.
- (v) They are laid off for a period of longer than twelve (12) months.
- (d) When an Employee leaves the Employer's service or is dismissed for cause and is later reinstated, their seniority shall date only from the time of their re-engagement.

11. VACANCIES, PROMOTIONS AND STAFF CHANGES

- (a) The Employer and the Union agree that all new and vacant positions shall be posted. When a vacancy occurs, or a new position is created in any department, such vacancy shall be posted for a minimum of five (5) working days in order that all members will know about the position and be able to make written application for the said position. The Employer, where a new position or vacancy occurs, shall have the right to fill such vacancy on a temporary basis, providing the job is posted first.

The Union shall be notified in writing of the successful applicant's name.

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

In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the Employee finds themselves unable to perform the new job classification, they shall be returned to their former position without loss of seniority and former wage or salary. The transfer of the Employee to their former position may be made at any time during the trial period without recourse to the grievance procedure.

- (i) The trial period may be extended one time up to an additional twenty (20) days upon request, in writing, by either party.
 - (ii) Any other Employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority and former wage or salary.
- (c) The Employee who is the successful internal applicant to a relatively new classification including in-scope Supervisor may be placed on trial for a period of six (6) months worked in the position. Conditional on satisfactory service, such trial promotion shall become permanent after the period of six (6) months worked in the position.

In the event the successful internal applicant proves unsatisfactory in the position during the aforementioned trial period, or if the Employee finds themselves unable to perform the new job classification, they shall be returned to their former position without loss of seniority and former wage or salary. The transfer of the Employee to their former position may be made at any time during the trial period without recourse to the grievance procedure.

- (i) Any other Employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority and former wage or salary.

- (d) Employees transferred to fill temporary vacancies or short-term position of four months or less shall be allowed to return to their former position.
- (e) In making promotions, appointments shall be made from the Employee having the greatest seniority and necessary qualifications for the jobs. Seniority and qualifications shall be given consideration.

12. LAYOFFS AND RE-CALLS

- (a) In the event of lay-offs, such lay-offs shall be on the basis of seniority, provided that those Employees with the most seniority are qualified and capable to fill the jobs which are required to be done. Employees shall be recalled in the order of their seniority provided they are qualified and capable to do the job. All call backs are to be confirmed by letter with a copy to the Union.
- (b) Seasonal Employees, when possible, shall receive five (5) working days' written notice of a proposed layoff.
- (c) Permanent Employees shall receive written layoff notice as per Employment Standards.

13. WORKING CONDITIONS AND HOURS

(a) Public Works – Construction and Maintenance:

- (i) From approximately April 1 to October 31 the hours of work shall be ten (10) hours per day, ninety (90) hours bi-weekly, Monday through Friday except that every second Friday will be off without pay. Overtime takes effect after one hundred ninety one (191) hours in the month.
- (ii) From approximately November 1 to March 31 nine (9) hours per day Monday through Thursday and eight (8) hours on Friday with every second (2nd) Friday off without pay.
- (iii) Employees who are required to eat their lunch out on the job will have their thirty (30) minute lunch break included in their regular shift. This Clause only applies to Construction and Maintenance Employees.

(b) Public Works – Shop:

- (i) Nine (9) hours per day Monday through Thursday and eight (8) hours on Friday with every second (2nd) Friday off without pay.

(c) County Office:

- (i) Nine (9) hours per day Monday through Thursday and eight (8) hours on Friday with every second (2nd) Friday of without pay.

(d) Agricultural Employees:

- (i) From approximately April 1 to October 31 the hours of work shall be ten (10) hours per day Monday through Thursday and eight (8) hours on Friday with every second (2nd) Friday off without pay.

- (ii) From approximately November 1 to March 31 the hours of work shall be nine (9) hours per day Monday through Thursday and eight (8) hours on Friday with every second (2nd) Friday off without pay.
- (iii) Employees who are required to eat their lunch out on the job will have their thirty (30) minute lunch break included in their regular shift. This clause only applies to Agricultural Employees.

(e) **Park Employees:**

- (i) From approximately May 1 to October 1 the hours of work shall average out to forty-four (44) hours per week over each twelve (12) week period or portion thereof.
 1. The Employer will provide the exact rotation outlining the five hundred twenty-eight (528) hours worked every twelve (12) weeks to the Union a minimum of two (2) months prior to the start of the schedule.
- (ii) From approximately October 1 to April 30 the hours of work shall be nine (9) hours per day Monday through Thursday and eight (8) hours on Friday with every second (2nd) Friday off without pay.

(f) **Utility Operators:**

- (i) Eight (8) hours per day, Monday through Friday.
- (g) Any Employee reporting for work, who has not been instructed not to return to work and cannot perform their regular duties and cannot be offered alternate work and is sent home shall be paid for four (4) hours at their regular rate of pay as though they had been working. An Employee refusing work shall be sent home without pay.
- (h) If an Employee starts to work and then is sent home, they shall receive not less than four (4) hours pay at their regular rate.
- (i) Hours of any part time Employees shall be mutually agreed on by both parties.
- (j) One fifteen (15) minute paid rest break will be allowed in each half of the regular shift for all Employees.
- (k) All travelling time to and from the job shall be included in the regular hours of work from Bow Island, Manyberries, Etzikom, Foremost and Forty Mile Park.
- (l) All Employees shall be allowed travelling time and vehicle while relieving various Employees on holidays. Travelling time shall be included in regular working hours. During this time of relieving, the Employee's base shall be the nearest base to the Employee's home.
- (m) **Work Reduction Due to Inclement Weather**

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

When there is alternate work available, it will be distributed to Seasonal Employees on a

basis of seniority within that crew, provided the Employees with the most seniority have the qualifications to do the job available. There shall be no bumping between positions for up to five (5) days.

14. OVERTIME

(a) Public Works – Construction and Maintenance:

Time and one half (1½) shall be paid after ten (10) hours per day from approximately April 1 to October 31 and after nine (9) hours per day Monday through Thursday and eight (8) hours on Friday from approximately November 1 to March 31.

(b) Public Works – Shop:

Time and one half (1½) shall be paid after nine (9) hours per day Monday through Thursday and eight (8) hours on Friday.

(c) County Office:

Time and one half (1½) shall be paid after nine (9) hours per day Monday through Thursday and eight (8) hours on Friday.

(d) Agricultural Employees:

(i) Time and one half (1½) shall be paid after ten (10) hours per day from approximately April 1 to October 1 Monday through Thursday and after eight (8) hours on Friday.

(i) Time and one half (1½) shall be paid after nine (9) hours per day from approximately November 1 to March 31 Monday through Thursday and eight (8) hours on Friday.

(e) Park Employees:

(i) Time and one half (1½) shall be paid after nine (9) hours per day from approximately May 1 to October 1 Monday through Thursday, Saturday, and Sunday and after eight (8) hours on Friday.

(ii) Time and one half (1½) shall be paid after nine (9) hours per day from approximately October 1 to April 30 Monday through Thursday and eight (8) hours on Friday.

(f) Utility Operators:

(i) Time and one half (1 ½) shall be paid after eight (8) hours per day Monday through Friday.

(g) General Overtime Provisions:

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

(ii) A record shall be posted and kept up to date bi-weekly, showing the amount of

each Employee's overtime. The period for accumulation shall be January 1st to December 31st in each year.

- (iii) In recording overtime, the record shall show overtime and the number of times the Employee was not available.
- (iv) When an Employee refuses an assignment of overtime, the total hours of the assignment shall be added to their total of overtime as though it had been performed.
- (v) A copy of the overtime list shall be forwarded to the Union upon request.
- (vi) All overtime must be authorized by the Immediate Supervisor.
- (vii) In the event of any Employee being called to work on their day or days off, they shall be paid at time and one half (1½) their regular rate for each hour worked.
- (viii) No Employee losing time during their scheduled workweek shall work on their day off for straight time, unless requested by the Employee and approved by the Immediate Supervisor.
- (ix) Employee(s) called out for an emergency call-out shall be paid a minimum of two (2) hours at the overtime rate of time and one half (1½) for all hours worked.
- (x) No Employee shall be required to take time off in lieu of overtime.
- (xi) Overtime – call outs, scheduled overtime, extensions of the scheduled daily hours of work, extending both into and/or beyond those hours, shall be defined as overtime. The Immediate Supervisor must authorize overtime.
- (xii) Compensation for overtime begins upon arrival at the Employee's designated base of Bow Island, Foremost, Etzikom or Manyberries.

(h) Banked Hours

Time off for Permanent Employees may be taken in lieu of banked hours at the mutual convenience between the Employee and the County. Such time off shall be granted based on the actual hours worked. The total number of hours accumulated shall not exceed twenty-four (24) hours at any one time and cannot be replenished. All banked hours must be approved by the Immediate Supervisor. All banked hours must be used before the cut off of the last pay period in December or it will be paid out.

15. ON CALL AND STANDBY

(a) Winter On-call Provisions:

- (i) During the period of December 1 until March 1, full-time Equipment Operators shall be placed on an on-call list for snow ploughing and sanding on weekends and statutory holidays. The Equipment Operators will rotate their weekends on-call with the other Equipment Operators in the area.
- (ii) There will be an on-call list for the following areas: Bow Island, Foremost, and Manyberries.

- (iii) The Equipment Operator on-call shall be paid on-call pay, at the rate of four (4) hours pay for each day the Employee is required to be on standby, in addition to any other pay entitlement.
- (iv) When the Equipment Operator on-call is called out to work they shall receive a minimum of two (2) hours pay at the overtime rate or overtime rate for the hours worked, whichever is greater.
- (v) Full time Equipment Operators required to be on call shall be supplied with a company vehicle at the nearest base of Bow Island, Foremost, Etzikom or Manyberries.
- (vi) Compensation for call outs begins upon arrival to the nearest base.

(b) On-call and Standby Pay for Utility Operators:

- (i) Utility Operators or Relief Utility Operators required to be on-call on weekends and Statutory Holidays shall be paid on-call pay at the rate of four (4) hours pay for each day the Employee is required to be on standby, in addition to any other pay entitlement.
- (ii) When an Employee on-call is called out to work they shall receive a minimum of two (2) hours pay at the overtime rate or overtime rate for the hours worked, whichever is greater.
- (iii) Employees who are on-call and are required to check pumping stations on weekends and Statutory Holidays shall be paid an additional two (2) hours pay at straight time for each day the Employee is required to check pumping stations, in lieu of travel time.
- (iv) Employees, who are not on-call and are required to check pumping stations on weekends or Statutory Holidays shall be paid four (4) hours straight pay for checking such stations. Any hours that exceed the four (4) hours will be paid at the overtime rate.
- (v) Utility Operators or Relief Utility Operators required to be on-call on weekdays, not including Statutory Holidays, shall be paid on-call pay at the rate of two (2) hours pay for each weekday the Employee is required to be on standby, in addition to any other pay entitlement.

16. STATUTORY HOLIDAYS

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

New Year's Day	Labour Day
Family Day	Truth & Reconciliation Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Heritage Day	

and all general holidays proclaimed by the County of Forty Mile No. 8, the Province of Alberta or the Dominion of Canada.

However, holidays declared by any other municipalities shall not be recognized.

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

- (b) When such Statutory Holiday falls on a Saturday or Sunday the following Monday and/or Tuesday shall be observed as the holiday in lieu. If the Employee does not receive the lieu day the Employee shall be entitled to an extra days' pay for same.
- (c) If a Statutory Holiday or declared holiday falls on an Employee's regular working period and they work, they shall be paid at one and one half (1½) times their regular hourly rate of pay as covered by the Agreement for each hour worked in addition to their normal pay for the day.
- (d) If an Employee works on the day prior, or the day following a holiday, or is on an approved leave with pay, they shall be paid for the holiday.

17. ANNUAL LEAVE

Full Time Employees

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

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

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

This established vacation date will only apply to vacation entitlement and will not affect anniversary dates, seniority, or long service awards.

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

- (a) Service shall be calculated by applying the following regulations established under Clause (10).
 - (i) Service is defined as length of service with the Employer accepting the following exclusions:

Service prior to the Employee being discharged for just cause, they resign, they fail to return to work within seven (7) calendar days following a lay-off and after being notified in writing by mail or email, unless through sickness or just cause, (it shall be

the responsibility of the Employee to keep the Employer informed of their current address), or they are laid off for a period of longer than twelve (12) months.

(ii) Seasonal service shall be calculated by actual days worked divided by twenty one point six six (21.66) to determine months of service. Actual days worked to include days of leave with pay. Years of service determined by number of months of service calculated above divided by twelve (12).

(b) Those Employees who have been hired for a full-time position or provided full time employment excluding any break in service of ninety (90) days or less including a lay-off with:

One (1) year service or more shall receive two (2) weeks vacation pay with each year.

Two (2) years of service or more shall receive three (3) weeks vacation with pay each year.

Nine (9) years of service or more shall receive four (4) weeks vacation with pay each year.

Eighteen (18) years of service or more shall receive five (5) weeks vacation with pay each year.

Twenty-five (25) years of service or more shall receive six (6) weeks vacation with pay each year.

(c) Vacation periods shall be no less than one (1) full week when there is a full two (2) weeks or more entitlement, excluding any adjustments for Statutory Holidays, these statutory holidays shall be arranged between the Employee and the Immediate Supervisor.

One half (1/2) day or less vacation increments may be taken upon request and approval of the Immediate Supervisor and will not be unreasonably denied.

(d) It is agreed that any Employee shall not be called back to work while on annual vacation except in case of extreme emergency.

(e) Pay to carry on at regular rates during vacation period.

(f) Statutory or declared holidays are not included in the vacation period.

(g) The Employer shall prepare a vacation list for each section and post the list in each section, by February 28, where it can be seen by all section Employees. A copy of these lists will be made available to the Secretary of the Union. These lists will be used from year to year to determine the choice of vacations for the Employees in each category. Where there are an even number the first two (2) names on the list will reverse order at the bottom of the list each year. Where there are an odd number the first two (2) names on the list will move to the bottom of the list each year without reversing. In all cases any new Employees will be added below those on the list. Vacation list shall be approved by each section Immediate Supervisor. If any dispute arises this shall be dealt with by the Grievance Procedure.

The Employer will distribute vacation sign-up request forms not later than March 1st of each year. Employees will indicate their vacation preferences prior to April 1st. The Employer will respond in writing to each Employee not later than April 30th.

Employees who have not submitted the vacation sign-up request forms by April 1st will lose their position for selections and will have to schedule their vacation from time that is available on the schedule.

(h) Seasonal Employees shall receive four (4) per cent of regular earnings until two (2) complete years of service.

(i) Three (3) to eight (8) consecutive years of service shall receive five (5) vacation days and four (4) per cent of regular earnings.

Nine (9) to seventeen (17) consecutive years of service shall receive five (5) vacation days and six (6) per cent of regular earnings.

Eighteen (18) to twenty-four (24) consecutive years of service shall receive five (5) vacation days and eight (8) per cent of regular earnings.

Twenty-five (25) seasons or more consecutive years of service shall receive five (5) vacation days and ten (10) per cent of regular earnings.

Seasonal employees must use their vacation entitlement within the current season, or it will be paid out at time of layoff.

18. SICKNESS AND ACCIDENT

(a) Upon completion of the probationary period, all Employees shall receive two (2) days sick leave per month cumulative from month to month and year to year to a total of one hundred and twenty-five (125) working days.

(b) Any Employee on sick leave shall be paid for the period of such leave at their regular rate of pay on the same basis as though they were working, and the number of days thus paid for shall be charged against the accumulated credit for sick leave.

(c) Any Employee off sick for a period of more than three (3) days at any time may be required to produce a certificate from a qualified practitioner. If the Immediate Supervisor has reason to believe there is abuse of sick leave, the three (3) day provision will be waived.

(d) Employees reporting sick shall do so to the Immediate Supervisor at least one (1) hour prior to the time they are required to work, unless extenuating circumstances make it impossible for the Employee to report, in order that a replacement may be arranged for or duties redistributed. Failure to do so will result in a reduction of one half (1/2) days' pay.

(e) Where an Employee may use their sick leave to attend a medical practitioner, they will be granted sufficient time required from their accumulated sick leave to attend such a medical practitioner.

(f) Banked sick days may be used to attend family needs such as medical appointments or illnesses, not to exceed one (1) paid working day and four (4) unpaid working days in any one calendar year.

(g) Upon retirement and once in receipt of LAPP Employees shall be entitled to a pay-out of twenty-five percent (25%) of their accumulated sick leave bank.

19. LEAVE OF ABSENCE

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

Pay during leave of absence for Union Work or Conventions

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

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

- (c) Pallbearers:

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

- (d) General Leave

The Employer will consider granting leave of absence, without pay, and without loss of seniority, to any Employee requesting such leave for good and sufficient cause, such request to be in writing to the Immediate Supervisor. Such approval shall not be withheld unjustly. The Union Secretary shall receive a copy of all leaves requested of five (5) or more working days with the Employer's replies to same.

- (e) Maternity Leave

- (i) Maternity leave shall be for a maximum period of eighteen (18) weeks.
- (ii) The Employee shall give at least two (2) weeks written notice prior to commencement and return from this leave.
- (iii) If required during maternity leave an Employee shall:
access the health-related portion of sick leave before the birth of the child
and
access the Supplementary Unemployment Benefit Plan, as appended to this Contract, after the birth of the child for health-related reasons.
- (iv) Both leaves of clause (iii) will require medical documentation by the Employee's doctor.
- (v) If medical documentation for health-related reasons is not available for a portion of the maternity leave before or after the birth of a child, the Employee shall not be

entitled to access the health-related portion of sick leave or access the Supplementary Unemployment Benefit Plan, as appended to this contract Appendix A.

- (vi) Upon return to work an Employee shall be placed on the same step of the wage group and other benefits they were on at the time the leave of absence became effective.

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

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

- (i) In addition to the maternity leave, each Employee shall be entitled to personal leave (for the purposes of extending a maternity leave or for the purpose of adoption) without pay and benefits for a period of time that is mutually agreed to.

- (ii) Written notice of intent to take such leave must be forwarded to the Administrator or designate at least six (6) weeks prior to the commencement of this leave. If circumstances surrounding the delivery or adoption of a child prevent the Employee from complying with the six (6) weeks' notice the leave shall not be denied. If no notice is given, the Employee is still entitled to maternity leave, if within two (2) weeks after the Employee ceases to work, the Employee provides the Employer with the appropriate medical certificate.

- (iii) This leave (duration, commencement, and return) shall be mutually agreed upon between the Employee and Administrator or designate.

- (iv) Employees on related leave may make arrangements through the Administration Office to prepay premiums for applicable benefits on a monthly basis.

- (v) Upon return to work an Employee shall be placed on the same step of the wage group and other benefits they were on at the time the leave of absence became effective.

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

(vi) **Maternity and Parental Leave**

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

- (g) The Employer shall grant leave of absence without loss of seniority to an Employee who serves as a juror or witness in any court. The Employer shall pay such Employee the difference between their normal earnings and the payment they received for jury service or court witness, excluding payment for travelling, meals or other expenses. The Employee will present proof of service and amount of pay received.

- (h) **Examinations and Education Leave:** Subject to approval of the Employer, all Employees shall be equally entitled to leave of absence with pay, and without loss of seniority and

benefits for the purpose of taking job related courses and examinations.

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

- (i) **Compassionate Care Leave** without pay and without benefits shall be provided in accordance with the Employment Standards Code.
- (j) **Long-Term Illness and Injury Leave:** Unpaid leave for up to sixteen (16) weeks of job protection per year for long-term personal sickness or injury.
- (k) **Domestic Violence Leave:** Unpaid leave for up to ten (10) days of job protection per year for Employees addressing a situation of domestic violence.
- (l) **Citizenship Ceremony Leave:** Unpaid leave for up to a half (1/2) day of job protection for Employees attending a citizenship ceremony.
- (m) **Critical Illness of an Adult Family Member:** Unpaid leave for up to sixteen (16) weeks of job protection for Employees who take time off to care for an ill or injured adult family member.
- (n) **Critical Illness of a Child:** Unpaid leave for up to thirty-six (36) weeks of job protection for parents of critically ill or injured children.
- (o) **Death or disappearance of a Child:** Unpaid leave for up to fifty-two (52) weeks of job protection for Employees whose child disappeared as a result of a crime, or up to one hundred four (104) weeks if a child died as a result of a crime.

20. PAY DAYS

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

21. CHANGES IN CLASSIFICATION

- (a) When a classification not covered in the Agreement is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the position was first filled by the Employee.

22. MEDICAL COVERAGE

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

1. Alberta Health Care
2. Blue Cross Medical Plan NODECO Contract (extended coverage) with eye care

option (eye glasses up to \$300.00 for each two (2) year period).

3. **Blue Cross Dental Care Plan**

- 100% coverage of routine treatment
- 50% coverage of major treatment
- 50% coverage of orthodontic treatment

All covered expense will be reimbursed on basis of the Alberta Dental Association schedule of fees.

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

4. **Alberta Municipal Employee Benefits Service**

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

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

5. The Employer agrees to deduct from Employee's pay the premium for a long term and accident policy that may be implemented, in accordance with the participation requirements of the Alberta Municipal Employee Benefits Service, at a date agreeable to both parties, and remit the premium to the insurance company.

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

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

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

23. PENSION PLAN

- (a) The Employer acknowledges that all eligible Employees shall participate in the Local Authorities Pension Plan, or any successor plan, in accordance with the terms and conditions of the Local Authorities Pension Plan Act of Alberta, or the terms and conditions of the successor plan. The Employer shall provide a Defined Benefit Plan equal to or greater than the terms and conditions of the Local Authorities Pension Plan (LAPP) as set out in the LAPP Alberta Regulations 366/1993 up to and including 144/2018.
- (b) Employees that retire and are in receipt of LAPP Pension payments shall receive from the County a retirement payment of two day's pay for every year of service with the County.

24. SAFETY AND HEALTH

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

Shop; Construction; Gravel; Agriculture/Park; Utilities; Road Maintenance; and Office.

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

25. GENERAL PROVISIONS

- (a) The Employer shall supply tools and equipment required by Employees in the performance of their duties, subject to prior approval by the Immediate Supervisor. Replacements will be made to the Employee producing the worn or broken equipment. Tools that have been signed for by an Employee and not returned by the Employee shall be deducted from the Employee's wages.
- (b) Medicals - The Employer shall grant time off with pay and pay the costs of a medical examination required by an Employee to perform their duties when a medical is requested.
- (c) **Protective Clothing:**
 - (i) The Employer shall supply protective equipment as required under the Occupational Health & Safety Act.
 - (ii) Oiling and Patching Employees will be supplied with two (2) pairs of coveralls initially and replaced upon presenting the worn-out pair to the Immediate Supervisor. It is further understood that it will be the responsibility of the Employee to launder and repair the coveralls. All regular full-time Shop Maintenance Employees (Mechanics and Welders) will be initially supplied with four (4) pairs of coveralls. These coveralls will remain the property of the Employer and shall be replaced upon presentation of the worn-out pair for replacement. The Employer shall supply laundering equipment at the Foremost and Bow Island Public Works Shops.
 - (iii) Protective clothing will be supplied to other Employees as required by Provincial Statutes. The Employer agrees to provide safety glasses where eye injury may occur, including one hundred dollars (\$100.00) per year to be used towards the purchase of prescription safety lenses and shall be paid upon proof of purchase.
 - (iv) The Employer shall make an annual payment of one hundred and fifty (\$150.00) dollars towards the purchase of C.S.A. approved safety apparel to each Employee who is required to wear such apparel and has worked for more than thirty (30) days, upon proof of purchase once per calendar year. An Employee may carry forward one year of annual payment to the next year for the purpose of purchasing CSA approved safety apparel. ***NOTE: If no purchase is made in the first year, the Employee will be entitled to the full three hundred dollars (\$300.00) in the second year for the purchase of the C.S.A. apparel.***
 - (v) Full-time outside workers, while performing repairs during the winter months will be supplied with two (2) pair of coveralls which will be replaced upon presentation of the worn-out pair for replacement.
 - (vi) Seasonal Employees shall be entitled to one (1) pair of coveralls which will be replaced upon presentation of worn out pair for replacement.

- (vii) Employees in the Mechanic's classification shall be issued Mechanics Anti-vibration gloves as required. Used gloves shall be returned for replacement.
- (d) St. John's Safety Certificate Courses - County will pay costs incurred by Employee so that the Employee will suffer no loss from taking the courses.
- (e) In the event the Employer is going to start up a camp job, the Employer and the Union will meet and implement travel allowance, meal allowance, and camp cooks wage.
- (f) **First-Aid Kits** - A first-aid kit shall be supplied by the Employer to each mobile unit of Employees.

26. LONG SERVICE PAY

- (a) Permanent Employees shall receive long service pay on their anniversary date. Seasonal Employees shall receive long service pay calculated as per Article 10.

Five (5) – Years – one percent (1%)

Ten (10) – Years – two percent (2%)

Fifteen (15) – Years – three percent (3%)

Twenty (20) – Years – four percent (4%)

Twenty Five (25) – Years – five percent (5%)

Thirty (30) – Years – six percent (6%)

Thirty Five (35) – Years – seven percent (7%)

Forty (40) – Years – eight percent (8%)

27. WAGES

Public Works:

(a) Public Works – Construction and Maintenance

Effective January 1, 2023:

Classification	1Yr.	2 Yrs.	3 Yrs.	4 Yrs.
Labourer I	16.00	16.00	16.00	16.00
Labourer II	24.99	25.22	25.57	26.04
Operator I	28.22	29.41	30.60	31.81
Operator II	32.13	32.45	32.77	33.10
Operator III	33.43	33.77	34.10	34.45
Operator IV	34.79	35.14	35.49	35.84

Effective January 1, 2024: (2%)

Classification	1Yr.	2 Yrs.	3 Yrs.	4 Yrs.
Labourer I	16.00	16.00	16.00	16.00
Labourer II	25.49	25.72	26.08	26.56
Operator I	28.78	30.00	31.21	32.45
Operator II	32.77	33.10	33.43	33.76
Operator III	34.10	34.45	34.78	35.14
Operator IV	35.49	35.84	36.20	36.56

Effective January 1, 2025: (2%)

Classification	1Yr.	2 Yrs.	3 Yrs.	4 Yrs.
Labourer I	16.00	16.00	16.00	16.00
Labourer II	26.00	26.23	26.60	27.09
Operator I	29.36	30.60	31.84	33.10
Operator II	33.43	33.76	34.10	34.44
Operator III	34.78	35.14	35.48	35.84
Operator IV	36.20	36.56	36.92	37.29

Effective January 1, 2026: (2%)

Classification	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.
Labourer I	16.00	16.00	16.00	16.00
Labourer II	26.52	26.76	27.13	27.63
Operator I	29.95	31.21	32.48	33.76
Operator II	34.10	34.44	34.78	35.13
Operator III	35.48	35.84	36.19	36.56
Operator IV	36.92	37.29	37.66	38.04

- (i) Operator 1 includes Gravel Checker, Packer Operator, Grader Operator with Class 5 Driver's License.

Operator 2 includes Grader Operator with Class 3 Driver's License, Grader Operator Construction with Class 5 Driver's License, Truck Driver with Class 3 Driver's License, Carry-All Scraper Operator with Class 5 Driver's License, Construction Service Person with Class 3 Driver's License, Crawler Tractor with Class 3 Driver's Licence, Sign Truck Driver with Class 3 Driver's Licence.

Operator 3 includes Carry All Scraper Operator with Class 3 or better Driver's License, Crawler Tractor with Class 1 Driver's License, Grader Operator with Class 1 Driver's License, Grader Operator Finishing/Oiling/Construction with Class 1 Driver's License, Excavator Operator with Class 1 Driver's License, Truck Driver Class 1 Driver's License.

Operator 4 deemed safe and proficient in the operation and maintenance of all types of equipment in the Public Works Department.

- (ii) Employee(s) shall make written application to their immediate supervisor for Operator classification changes. Requests for changes in classification shall not be unreasonably denied.
- (iii) When an Employee is required to assume the duties of a position with a lower rate of pay, the Employee shall continue to receive their regular rate of pay.
- (iv) Any Employee who is transferred to another job carrying a higher rate of pay shall receive that rate of pay for all hours worked in that classification.
- (v) A lead hand, when appointed by the Municipal Supervisor shall receive one dollar and fifty cents (\$1.50) per hour in addition to their regular rate of pay during the time they are in charge of an operation.
- (vi) Employees in Public Works assigned to work in the Shop shall not suffer any reduction in their hourly rate for the period so assigned.
- (vii) Labour I shall be paid the greater of minimum wage plus one dollar (\$1.00) or sixteen dollars per hour (\$16.00) and is not subject to negotiated wage increases.

(b) Public Works – Shop

Effective January 1, 2023:

Classification	1 Yr.	2 Yrs.	3Yrs.	4 Yrs.
Licensed Automotive Mechanic	38.39	38.78	39.17	39.57
Heavy Duty Mechanic	39.37	39.76	40.16	40.57

Effective January 1, 2024: (2%)

Classification	1 Yr.	2 Yrs.	3Yrs.	4 Yrs.
Licenced Automotive Mechanic	39.16	39.56	39.96	40.36
Heavy Duty Mechanic	40.15	40.56	40.97	41.38

Effective January 1, 2025: (2%)

Classification	1 Yr.	2 Yrs.	3Yrs.	4 Yrs.
Licenced Automotive Mechanic	39.95	40.35	40.76	41.17
Heavy Duty Mechanic	40.96	41.37	41.79	42.21

Effective January 1, 2026: (2%)

Classification	1 Yr.	2 Yrs.	3Yrs.	4 Yrs.
Licenced Automotive Mechanic	40.74	41.15	41.57	41.99
Heavy Duty Mechanic	41.77	42.19	42.62	43.05

- (i) Licensed Automotive Mechanics servicing heavy duty equipment shall be paid the higher rate of pay for all hours worked on that equipment.

Effective January 1, 2023:

Classification	1Yr.	2 Yrs.	3 Yrs.	4 Yrs.
Apprentice Welder	32.44	34.03	36.40	
Apprentice Mechanic	33.27	34.48	35.70	37.32
Licenced Welder	38.39	38.78	39.17	39.57

Effective January 1, 2024: (2%)

Classification	1Yr.	2 Yrs.	3 Yrs.	4 Yrs.
Apprentice Welder	33.09	34.71	37.13	
Apprentice Mechanic	33.94	35.17	36.41	38.07
Licenced Welder	39.16	39.56	39.96	40.36

Effective January 1, 2025: (2%)

Classification	1Yr.	2 Yrs.	3 Yrs.	4 Yrs.
Apprentice Welder	33.75	35.40	37.87	
Apprentice Mechanic	34.62	35.87	37.14	38.83
Licenced Welder	39.95	40.35	40.76	41.17

Effective January 1, 2026: (2%)

Classification	1Yr.	2 Yrs.	3 Yrs.	4 Yrs.
Apprentice Welder	34.43	36.11	38.63	
Apprentice Mechanic	35.31	36.59	37.88	39.61
Licenced Welder	40.74	41.15	41.57	41.99

(c) County Office:

Financial Accounts Administrators:

Effective January 1, 2023:

Classification	Start	Mid	Final
Accounts Administrator I	27.78	28.46	29.14
Accounts Administrator II	31.33	32.15	33.00
Accounts Administration III – Finance, Parts, Payroll, Taxes	35.31	36.55	37.83

Effective January 1, 2024: (2%)

Classification	Start	Mid	Final
Accounts Administrator I	28.34	29.03	29.72
Accounts Administrator II	31.96	32.79	33.66
Accounts Administration III – Finance, Parts, Payroll, Taxes	36.02	37.28	38.59

Effective January 1, 2025: (2%)

Classification	Start	Mid	Final
Accounts Administrator I	28.91	29.61	30.31
Accounts Administrator II	32.60	33.45	34.33
Accounts Administration III – Finance, Parts, Payroll, Taxes	36.74	38.03	39.36

Effective January 1, 2026: (2%)

Classification	Start	Mid	Final
Accounts Administrator I	29.49	30.20	30.92
Accounts Administrator II	33.25	34.12	35.02
Accounts Administration III – Finance, Parts, Payroll, Taxes	37.47	38.79	40.15

- (i) Accounts Administrator I shall receive the Mid increase when the Employee is proficient in general reception duties, with a high level of accuracy and excellent public relation and communication skills.
 - 1. Accounts Administrator I shall receive the Final increase when the Employee can prove knowledge in financial duties; AR, AP, or utilities and is able to answer customer enquiries quickly and accurately.

- (ii) Accounts Administrator II shall receive the Mid increase when the Employee is proficient in general reception duties, and project costing, with a high level of accuracy and excellent public relation and communication skills.
 - 1. Accounts Administrator II shall receive the Final increase when the Employee is fully cross trained with taxes, parts, and 2 other Accounts Administrator III finance duties. Training will be provided at the request of Accounts Administrator II and upon approval of the Director of Finance.

- (iii) Accounts Administrator III – Finance shall receive the Mid increase when the Employee is proficient in AP, AR, utilities, legislation, policies, regulations, account reconciliation, investments, GST, and project costing.
 - 1. Accounts Administrator III – Finance shall receive the Final increase when the Employee is cross trained with Accounts Administrator III – Payroll and is able to provide training in all aspects of both positions.

- (iv) Accounts Administrator III – Parts shall receive the Mid increase when the Employee is proficient in parts, inventory, and project costing.
 - 1. Accounts Administrator III – Parts shall receive the Final increase when the Employee is fully trained on work orders, fully cross trained in all Accounts Administrator II duties and fleet and facility services.

- (v) Accounts Administrator III – Payroll shall receive the Mid increase when the Employee is proficient in payroll, pension, benefits, legislation, policies, regulations, account reconciliation and project costing.
 - 1. Accounts Administrator III – Payroll shall receive the Final increase when the Employee is cross trained with Accounts Administrator III – Finance and is able to provide training in all aspects of both positions.

(vi) Accounts Administrator III – Taxes shall receive the Mid increase when the Employee is proficient in taxes, legislation, policies, regulations, account reconciliation, and year end functions.

1. Accounts Administrator III – Taxes shall receive the Final increase when the Employee is proficient in taxes, is able to provide training in all aspects of this position, assist with elections and is trained as the development appeal board clerk.
2. In the event the Accounts Administrator III – Taxes becomes full time, all the Accounts Administrators III's will be required to be fully cross trained in all three positions and able to provide training in all aspects.

(vii) Future training in all other areas by all levels will be at the request of the Accounts Administrators and on approval of the Director of Finance.

Administrative Clerks:

Effective January 1, 2023:

Classification	Start	1 Yr.	2 Yrs.	3 Yrs.
Administrative Assistant	29.65	30.40	31.26	32.01
Geographic Information Systems Technician (GIS)	33.00	34.33	35.66	37.00

Effective January 1, 2024: (2%)

Classification	Start	1 Yr.	2 Yrs.	3 Yrs.
Administrative Assistant	30.24	31.01	31.89	32.65
Geographic Information Systems Technician (GIS)	33.66	35.02	36.37	37.74

Effective January 1, 2025: (2%)

Classification	Start	1 Yr.	2 Yrs.	3 Yrs.
Administrative Assistant	30.84	31.63	32.53	33.30
Geographic Information Systems Technician (GIS)	34.33	35.72	37.10	38.49

Effective January 1, 2026: (2%)

Classification	Start	1 Yr.	2 Yrs.	3 Yrs.
Administrative Assistant	31.46	32.26	33.18	33.97
Geographic Information Systems Technician (GIS)	35.02	36.43	37.84	39.26

- (i) An Employee required to assume temporarily the duties of another position paying a higher rate of pay shall be placed on the increment scale of the higher rated position in accordance with the corresponding grid placement for all hours worked.
- (ii) An Employee required to temporarily fill a position carrying a lower rate the Employee shall continue to receive the rate payable at their regular position.
- (iii) An Employee appointed to temporarily assume the duties of a management position shall be paid an extra one dollar and fifty cents (\$1.50) per hour.

(d) Agricultural Employees:

Effective January 1, 2023:

Classification	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.
Labourer I	16.00	16.00	16.00	16.00
Labourer II	24.99	25.22	25.57	26.04
Authorized Assistant	27.30	27.58	27.86	28.14
Heavy Equipment Operator	30.87	31.18	31.49	31.81
Agricultural Technician	32.20	32.53	32.86	33.19
Assistant Agricultural Fieldman	33.89	34.23	34.58	34.93

Effective January 1, 2024: (2%)

Classification	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.
Labourer I	16.00	16.00	16.00	16.00
Labourer II	25.49	25.72	26.08	26.56
Authorized Assistant	27.85	28.13	28.41	28.70
Heavy Equipment Operator	31.49	31.80	32.13	32.45
Agricultural Technician	32.84	33.18	33.51	33.85
Assistant Agricultural Fieldman	34.57	34.92	35.27	35.63

Effective January 1, 2025: (2%)

Classification	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.
Labourer I	16.00	16.00	16.00	16.00
Labourer II	26.00	26.23	26.60	27.09
Authorized Assistant	28.41	28.70	28.99	29.28
Heavy Equipment Operator	32.12	32.44	32.77	33.10
Agricultural Technician	33.50	33.84	34.18	34.53
Assistant Agricultural Fieldman	35.26	35.62	35.98	36.34

Effective January 1, 2026: (2%)

Classification	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.
Labourer I	16.00	16.00	16.00	16.00
Labourer II	26.52	26.76	27.13	27.63
Authorized Assistant	28.97	29.27	29.56	29.86
Heavy Equipment Operator	32.76	33.09	33.42	33.76
Agricultural Technician	34.17	34.52	34.87	35.22
Assistant Agricultural Fieldman	35.97	36.33	36.70	37.07

- (i) When appointed to act as the Assistant Agricultural Fieldman – Agricultural Fieldman Designate the Assistant Agricultural Fieldman shall receive one dollar and fifty cents (\$1.50) per hour in addition to their regular rate of pay during the time they are so acting.
- (ii) Authorized Assistant and Heavy Equipment Operator must have the Authorized Assistant Course.
- (iii) Agricultural Technician must have their Pesticide License.
- (iv) Labour I shall be paid the greater of minimum wage plus one dollar (\$1.00) or sixteen dollars per hour (\$16.00) and is not subject to negotiated wage increases.

(e) Park Employees:

Effective January 1, 2023:

Classification	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.
Labourer I	16.00	16.00	16.00	16.00
Labourer II	24.99	25.22	25.57	26.04
Authorized Assistant	26.58	27.58	27.86	28.14
Park Technician	32.20	32.53	32.86	33.19

Effective January 1, 2024: (2%)

Classification	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.
Labourer I	16.00	16.00	16.00	16.00
Labourer II	25.49	25.72	26.08	26.56
Authorized Assistant	27.85	28.13	28.41	28.70
Park Technician	32.84	33.18	33.51	33.85

Effective January 1, 2025: (2%)

Classification	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.
Labourer I	16.00	16.00	16.00	16.00
Labourer II	26.00	26.23	26.60	27.09
Authorized Assistant	28.40	28.69	28.98	29.27
Park Technician	33.50	33.84	34.18	34.53

Effective January 1, 2026: (2%)

Classification	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.
Labourer I	16.00	16.00	16.00	16.00
Labourer II	26.52	26.76	27.13	27.63
Authorized Assistant	28.97	29.27	29.56	29.86
Park Technician	34.17	34.52	34.86	35.22

- (i) Authorized Assistant must have the Authorized Assistant Course.
- (ii) Park Technician must have their Pesticide License.
- (iii) Labour I shall be paid the greater of minimum wage plus one dollar (\$1.00) or sixteen dollars per hour (\$16.00) and is not subject to negotiated wage increases.

(f) Utility Operators

Effective January 1, 2023:

Classification	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.
Labourer I	16.00	16.00	16.00	16.00
Labourer II	24.99	25.22	25.57	26.04
Utility Operator I	29.47	30.16	30.87	32.66
Utility Operator II	32.22	32.98	33.75	34.56

Effective January 1, 2024: (2%)

Classification	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.
Labourer I	16.00	16.00	16.00	16.00
Labourer II	25.49	25.72	26.08	26.56
Utility Operator I	30.06	30.76	31.49	33.31
Utility Operator II	32.86	33.64	34.43	35.25

Effective January 1, 2025: (2%)

Classification	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.
Labourer I	16.00	16.00	16.00	16.00
Labourer II	26.00	26.23	26.60	27.09
Utility Operator I	30.66	31.38	32.12	33.98
Utility Operator II	33.52	34.31	35.12	35.96

Effective January 1, 2026: (2%)

Classification	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.
Labourer I	16.00	16.00	16.00	16.00
Labourer II	26.52	26.75	27.13	27.63
Utility Operator I	31.27	32.01	32.76	34.66
Utility Operator II	34.19	35.00	35.82	36.68

- (i) Labourer II an Operator not yet certified but in training.
- (ii) Operator I a fully certified Operator with little experience or who has not fully passed all components of the competency matrix.
- (iii) Operator II a fully certified Operator with a minimum of five (5) years experience.
- (iv) Labourer I shall be paid the greater of minimum wage plus one dollar (\$1.00) or sixteen dollars per hour (\$16.00) and is not subject to negotiated wage increases.

(g) In Scope Supervisors**Effective January 1, 2023:**

Classification	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.
Assistant Agricultural Fieldman – Agricultural Fieldman Designate	41.30	41.72	42.14	42.57
Construction Foreman	41.30	41.72	42.14	42.57
Shop Foreman	41.30	41.72	42.14	42.57
Utility Operator III	41.30	41.72	42.14	42.57

Effective January 1, 2024: (2%)

Classification	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.
Assistant Agricultural Fieldman – Agricultural Fieldman Designate	42.13	42.56	42.99	43.42
Construction Foreman	42.13	42.56	42.99	43.42
Shop Foreman	42.13	42.56	42.99	43.42
Utility Operator III	42.13	42.56	42.99	43.42

Effective January 1, 2025: (2%)

Classification	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.
Assistant Agricultural Fieldman – Agricultural Fieldman Designate	42.97	43.41	43.82	44.29
Construction Foreman	42.97	43.41	43.82	44.29
Shop Foreman	42.97	43.41	43.82	44.29
Utility Operator III	42.97	43.41	43.82	44.29

Effective January 1, 2026: (2%)

Classification	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.
Assistant Agricultural Fieldman – Agricultural Fieldman Designate	43.84	44.28	44.73	45.18
Construction Foreman	43.84	44.28	44.73	45.18
Shop Foreman	43.84	44.28	44.73	45.18
Utility Operator III	43.84	44.28	44.73	45.18

- (i) A minimum of three (3) months' notice in writing will be provided to the in-scope Supervisors prior to reducing the incumbents wage to their previous classification should the Employer choose to revert the positions out-of-scope.
 - a. This reversion does not apply to the incumbent Shop Foreman.

- (ii) Provided the six (6) month trial period has been completed, should the Employer choose to revert an in-scope Supervisor position back to out-of-scope, the incumbent and the Union shall be given a minimum of three (3) months' notice in writing.
 - a. The in-scope Supervisor shall be given first opportunity to remain in the out-of-scope position.
 - b. Should the incumbent choose not to move out-of-scope.
 - 1. Every effort will be made to reinstate them to their previous position, or
 - 2. They will be placed in a vacant position for which they are qualified or

3. They will be laid-off.

(h) A shift differential of one (\$1) dollar per hour shall be paid to Employees working shifts whereby the majority of such shift falls within the period of five (5:00) P. M. to seven (7:00) A. M.

(i) **Apprentice Attending Technical Courses**

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

APPENDIX "A"
SUPPLEMENTARY UNEMPLOYMENT BENEFIT PLAN COVERAGE

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

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

THE PLAN

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

6. **EFFECTIVE DATE**

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

7. **FINANCES**

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

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

8. **ACCUMULATED BENEFITS**

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

LETTER OF UNDERSTANDING (1)

RE: Health Spending Account

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

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

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

LETTER OF UNDERSTANDING (2)

RE: Employment Training

The Union and Employer agree that employment training opportunities are an important part of the development of a well trained and capable workforce.

Therefore, the Union and Employer agree that participants in the Registered Apprenticeship Program (RAP) for High School Students may be employed by the County of Forty Mile No. 8 under the following conditions:

1. The work performed by the students will not be taken from existing unionized Employees and therefore will not result in reduction of hours or lay-offs for Employees covered under the Collective Agreement between the Union and the Employer.
2. The students will not form part of the regular workforce employed by the County of Forty Mile No. 8.
3. The work terms will be temporary as per agreement with the Educational Institution.
4. The students will not be members of the Union and therefore will not be entitled to the protection and benefits of the Collective Agreement between the Union and the Employer, including but not limited to the seniority provisions.

This letter will remain in effect until the Registered Apprenticeship Program for High School Students expires. If the program is renewed or a new similar program is initiated, then a new letter will be signed by the parties.

LETTER OF UNDERSTANDING (3)

RE: Temporary Employees

CUPE Local 3395 and the Employer agree to the following definition of a Temporary Employee. The parties further agree that the following Articles of the Collective Agreement do not apply to Temporary Employees.

Temporary Employee shall mean an Employee who is hired to fill a temporary full-time or part-time position to replace a Regular Employee who is on approved leave of absence which will not normally exceed twelve (12) months. The temporary contract can be extended beyond the twelve (12) months by mutual agreement, in writing, between the Union and the Employer.

Temporary Employees vacation pay will be calculated bi-weekly at the percentage the Temporary Employee is entitled to and will be paid on the bi-weekly pay.

Temporary Employees are not entitled to benefits including: Sickness and Accident Article 18, Pension Plan Article 23, Medical Coverage Article 22 or any paid leave outlined in Article 19.

Temporary Employees do not accrue Seniority Article 10.

Temporary Employees shall not have the right to grieve termination of employment upon the expiry, or earlier with notice, of the term for which the Temporary Employee was hired.

The incumbent Temporary Employee will be given first opportunity to remain in the position during the extended time of the temporary contract. If the incumbent Temporary Employee declines the position, the position will then be posted.

LETTER OF UNDERSTANDING (4)

RE: Article 15 (b) On-call and Standby Pay for Utility Operators – Original Signed Feb 2022

CUPE Local 3395 and the Employer agree to amend Article 15 (b) on a trial basis as outlined. These changes may be implemented into the Collective Agreement in the next round of bargaining.

15. ON CALL AND STANDBY

(b) On-call and Standby Pay for Utility Operators:

Certified operators will be added to the On-call Roster and equally share the twenty four (24) hours per day, seven (7) days per week, requirement.

(1) The on-call rotation shall be from 8 AM Monday to 8 AM the

following Monday.

- (2) Operators requesting a leave during a scheduled on-call shift must trade the effected on-call days with another operator on the On-call Roster and submit the trade to the manager for approval.
 - (3) Operators will receive an equal portion of 3.69 straight time hours per day for each and every, Monday through Friday working day; unless on an approved leave of greater than three (3) days in addition to any other pay entitlement.
 - (4) When completing timesheets, an Operator includes the portion of the 3.69 hours under the on-call code for every Monday through Friday whether they were actually on-call or not and if they were away on an approved leave or at work.
- (ii) When an Employee on-call is called out to work they shall receive a minimum of two (2) hours pay at the overtime rate or overtime rate for the hours worked, whichever is greater.
 - (iii) Employees who are on-call and are required to check pumping stations on weekends and Statutory Holidays shall be paid an additional two (2) hours pay at straight time for each day the Employee is required to check pumping stations, in lieu of travel time.
 - (iv) Employees, who are not on-call and are required to check pumping stations on weekends or Statutory Holidays shall be paid four (4) hours straight pay for checking such stations. Any hours that exceed the four (4) hours will be paid at the overtime rate.

LETTER OF UNDERSTANDING (5)

RE: Park Integration – Original signed July 2022

CUPE Local 3395 and the Employer agree to the following

Article 27. Wages

(g) In-scope Supervisors:

- (i) Effective June 1, 2022 with the additional responsibilities of the Park management the Assistant Agricultural Fieldman – Agricultural Fieldman Designate shall be compensated with an extra two dollars (\$2.00) per hour above their current wage.

1. Should the Employer choose to revert the Agricultural Fieldman position out-of-scope or remove the responsibilities of the Park

management a minimum of three (3) months' notice in writing will be provided to the in-scope Assistant Agricultural Fieldman – Agricultural Fieldman Designate prior to reducing the incumbents wage to the Assistant Agricultural Fieldman wage.

LETTER OF UNDERSTANDING (6)

RE: Article 17 Annual Leave

CUPE Local 3395 and the Employer agree to amend the following Article as outlined and incorporate the process into the collective agreement in the next round of bargaining.

Vacation Accrual

Vacation accrual for full-time, full-time equivalent employees.

The amount will be accrued on each pay period based on seniority percentage and hours of work and will be eligible to be taken off when earned.

Full-time and full-time equivalent employees can carry over one full week of vacation time to the following year. At no time shall carry over exceed two weeks of vacation in addition to the annual accrual entitlement.

All vacation accrual will be based on the Employee's longest work week.

In the first year 2023 full-time and full-time equivalent employees will be eligible to take 100% vacation days prior to accruing them upon request, and approval of the Immediate Supervisor and will not be unreasonable denied.

In the second year 2024 full-time and full-time equivalent employees will be eligible to take 50% vacation days prior to accruing them upon request, and approval of the Immediate Supervisor and will not be unreasonable denied.

In the third year 2025 full-time and full-time equivalent employees will not be eligible to take vacation days prior to accruing them.