

COLLECTIVE AGREEMENT

BETWEEN

LETHBRIDGE COUNTY



- AND -

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

January 1, 2023 to December 31, 2026

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THIS AGREEMENT made this ____ day of _____, 2023.

BETWEEN

LETHBRIDGE COUNTY

(Hereinafter called "the Employer")

PARTY OF THE FIRST PART

- AND -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2800

(Hereinafter called "the Union")

PARTY OF THE SECOND PART

ARTICLE 1: PREAMBLE

It is the desire of both Parties to this Agreement:

- (a) To promote and maintain a harmonious and cooperative relationship between the Employer and the Employees of the Union;
- (b) To recognize the mutual value of joint negotiations and discussions in all matters pertaining to wages, working conditions, employment, services and benefits;
- (c) To promote the mutual interest of the Employer and the Employees;
- (d) To encourage efficiency in operation;
- (e) To promote the health, safety, morale, well-being, and security of all the Employees in the bargaining unit of the Employer.

ARTICLE 2: DEFINITIONS

- (a) "Employee" means a person employed by the Employer who is in the Bargaining Unit covered by this Collective Agreement.
 - (i) Permanent Employee shall mean a person whose duties are of a continuing nature, required to work year-round, and who has successfully completed the probationary period as provided in Article 23, Clause (g).
 - (ii) Seasonal Employee shall mean a person employed more than six (6) continuous months, but less than twelve (12) continuous months in any calendar year. Seasonal Employees who have completed at least six (6) months of continuous service, and are in their second calendar year, are eligible for benefits during the term they are employed.

- (iii) Casual Employee shall mean a person employed in a position for less than six (6) continuous months in any calendar year.

ARTICLE 3: RECOGNITION

- (a) The Employer recognizes the Canadian Union of Public Employees, Local 2800 (Outside Workers) as the sole bargaining agent for all Employees as specified in the Alberta Labour Relations Certificate No. 20-2014, or amendments thereto.
- (b) The Employer agrees not to bargain collectively with any other labour organization affecting the Employees covered by this Agreement.
- (c) No Employee covered by this Agreement shall be asked to make a written or verbal agreement with the Employer covering hours of work, wages, or conditions during the term of this Agreement.

ARTICLE 4: MANAGEMENT RIGHTS

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

ARTICLE 5: TERM OF AGREEMENT

- (a) The Parties undersigned hereto, mutually agree to comply with and be governed by the conditions herein set out in this Agreement.
- (b) Any changes deemed necessary to this Agreement may be made by mutual agreement at any time during the existence of this Agreement by way of a Letter of Understanding (LOU).
- (c) The Agreement shall come into force on January 1, 2023 and shall remain in force and effect to December 31, 2026, and remain in full force and effect until December 31st of any subsequent year unless either Party gives notice in writing to amend or terminate this Agreement not more than one hundred twenty (120) days nor less than sixty (60) days prior to the expiry date of the Agreement.
- (d) An Employee who has severed their employment between the termination date of this Agreement and the effective date of the new agreement shall receive the full retroactivity of any increase in wages, salaries, or other prerequisites. Former Employees must submit requests within 20 working days of the ratification of the Collective Agreement to receive retroactive pay.

ARTICLE 6: FAILURE TO MAKE AN AGREEMENT

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

ARTICLE 7: LABOUR / MANAGEMENT RELATIONS

- (a) No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union shall supply the Employer with the names of its Officers, Shop Stewards, and other committee members annually.
- (b) The Union shall have the right at any time to have the assistance of the representatives of the Canadian Union of Public Employees when dealing with or negotiating with the Employer.
- (c) A maximum of four (4) Employees shall receive pay during Union negotiations, if such meetings are held during working hours. The time of such meetings will be mutually agreed to by the Parties.
- (d) No Union activity, other than the handling of grievances or negotiations involving both the Employer and the Union, shall take place on Employer time or Employer property without the prior approval of the Employer.

ARTICLE 8: GRIEVANCE PROCEDURE

- (a) Grievance shall mean any difference concerning the interpretation, contravention, application, operation, or any alleged violation of this Agreement.

Prior to filing a grievance in writing at Step I, the Employee with their Steward, shall meet with the immediate Supervisor in an attempt to resolve the grievance.
- (b) Not more than two (2) members of the Union may attend meetings without loss of pay.
- (c) Should the Employer or the Union fail to comply with any time limits in the Grievance Procedure below, the grievance will be considered conceded by the Party failing to meet their time limits unless the Parties have mutually agreed in writing to extend the time limits.

- (d) Grievances between the Employer and the Employees shall be heard in the presence of a Steward. Either Party may request a meeting at any Step of the grievance procedure. The Union shall have the right to the assistance of the CUPE National Representative at Step II and Step III. If the Union deems it necessary to involve the CUPE National Representative previous to Step II, the Union will notify the Employer, who may at their discretion involve Senior leadership at those Steps. When a grievance is filed by CUPE or denied reasons shall be included in writing.

Grievances shall be processed in the following manner:

- (i) Step I:
Any grievance shall be submitted in writing to the Employee's Supervisor, with a copy to the Director, no more than ten (10) working days from the possible subject of the grievance or no more than five (5) working days from the time the Employee becomes aware of the possible subject of the grievance. The Supervisor shall then submit their decision in writing within five (5) working days to the Employee with a copy to the Director and Chief Administrative Officer or designates, and the Union.
- (ii) Step II:
If the grievance is not satisfactorily resolved under Step I above, the Employee and the Union may within five (5) working days after receiving the decision, submit their grievance to the Director with a copy to the Chief Administrative Officer or their designated representatives, who shall then consider the matter and submit their decision in writing within five (5) working days to the Employee with a copy to the Supervisor and the Union.
- (iii) Step III:
If the grievance is not resolved under Step II, the Employee and the Union may within five (5) working days after receiving the decision, submit the grievance to the Chief Administrative Officer or their designated representatives who shall render a written decision within five (5) working days of receiving the grievance.
- (iv) Referral to Mediation
Failing settlement at Step #3, either party may request that a grievance be submitted to mediation and shall do so within ten (10) days after the decision under Step #3 is given. The other party shall have ten (10) days to respond. If the parties agree to proceed to mediation, they shall agree on a mediator within ten (10) days of such Agreement. It is understood that the arbitration process shall be held in suspension pending the results of the mediation.

ARTICLE 9: NO DISCRIMINATION

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

ARTICLE 10: UNION MEMBERSHIP CHECKOFF

- (a) The Employer agrees to deduct the Union's regular monthly dues from Employees.
- (b) The Employer shall remit to the Union the Union Dues that have been deducted from the pay of the Employees under Clause 10 (a) above, by the first working day after the fifteenth calendar day in the following month.
- (c) The Union shall advise the Employer in writing of any change in the amount of dues to be deducted under Clause 10 (a) above from the Employees.
- (d) Any Employee who is now a member of the Union and any Employee who hereafter becomes a member of the Union shall as a condition of employment maintain such membership.
- (e) The Employer shall include the amount of Union dues paid by each Union member on their respective T4 slips.

ARTICLE 11: PAYDAYS

- (a) Employees shall enter their time daily or weekly as approved in the timekeeping system.
- (b) All Employees will be paid on a bi-weekly basis with a one (1) week holdback of wages. Employees shall be paid wages for all hours worked during the period and overtime / standby time per Articles 15 and 16 of the Agreement. Employees will be paid for time entered and approved during the pay period.
- (c) All retroactive pay shall be paid within twenty-five (25) working days of the signing of any new Agreement. If not paid, the current Bank of Canada lending rate shall be applied to all monies due.

ARTICLE 12: HOURS OF WORK

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

Water and Wastewater Employees- Scheduled year-round to provide services Monday through Friday from 7:00 a.m. - 3:30 p. m., eight (8) hours per day, forty (40) hours per week.

All Other Public Operations Employees:

- (i) Winter Hours- Starting with the pay period closest to October 15th Employees work eight (8) hours per day Monday through Friday; forty (40) hours per week.

The regular start time will be 8:00 a.m. However, employees designated for snow operations will be scheduled for 5:00 a.m. starts. Regular weekdays start time for snow operations will be 5:00 a.m. or at discretion of supervisor. Weekend start time will be 6:00 a.m. if required or at discretion of supervisor.

- (ii) Summer Hours- Starting with the pay period closest to March 15th Employees work nine (9) hours per day Monday through Thursday and eight (8) hours on Friday; forty-four (44) hours per week. The regular start time will be 7:00 a.m.

All shifts have a 30-minute unpaid lunch break within the first five (5) hours of the shift.

Starting and/or stopping time in Clauses 12 (i) and (ii) above may be modified at Management's direction.

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

ARTICLE 13: REST PERIODS

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

ARTICLE 14: MINIMUM HOURS

- (a) An Employee reporting for work on their regular shift shall be paid their regular rate of pay for the entire period of work with a guarantee of at least three (3) hours of pay.

ARTICLE 15: OVERTIME DEFINED

- (a) Starting the pay period closest to March 15th the weekly hours change to forty-four (44) hours inclusive each week, all hours worked exceeding nine (9) hours per day Monday through Thursday and eight (8) hours on Friday or all hours worked exceeding forty-four (44) hours per week.
- (b) Starting the pay period closest to October 15th the weekly hours change to forty (40) hours per week Monday to Friday inclusive. All hours worked exceeding eight (8) hours per day; all hours worked exceeding forty (40) hours per week.
- (c) All hours worked on a General Holiday as set out in Article 19.
- (d) No overtime shall be worked unless authorized by the Employee's immediate Supervisor.
- (e) Overtime shall be on a voluntary basis except during a locally declared state of emergency, an unusual emergency, the safety of the stakeholders is at risk, or an event that legislation or statute requires, Employees may be required to work overtime at the sole request of the Employer.
- (f) Water and Wastewater Operators will be paid overtime after eight (8) hours per day or forty (40) hours per week. Water/Wastewater Employees shall be required to work overtime at the sole request of the Employer.
- (g) Any Employee who works three (3) consecutive hours or more of overtime per day shall be provided with a non-taxable allowance of thirty dollars (\$30.00) by the Employer in lieu of a meal.

ARTICLE 16: OVERTIME RATES AND STANDBY PAY

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

- (d) (i) Where the Employer requires an Employee to be available on Standby during off-duty hours, excluding General Holidays, the Employee shall be entitled to forty dollars (\$40.00) Standby Pay, for each scheduled workday, Monday through Thursday and eighty dollars (\$80.00) Standby Pay, Friday through Sunday.
- (ii) Where an Employee is required to be available on Standby on a General Holiday the Employee shall be entitled to one hundred and twenty (\$120.00) Standby Pay.
- (iii) An Employee designated by letter or by list for Standby duty shall be available to return for duty within one (1) hour if required. A Standby schedule shall be posted monthly.
- (iv) No Standby Pay shall be paid if an Employee is unable to report for duty when required.
- (iv) In addition to the Standby Pay, an Employee on Standby who is required to report for work shall be paid the entitlement as specified in Article 16: Overtime Rates and Standby Pay, or Article 18: Minimum Call-Back Time, whichever is greater.
- (v) Any Employees not scheduled for Standby who are called back shall be paid at the Standby rate of pay in addition to any overtime.
- (vi) Subject to the provisions set out in this Collective Agreement concerning Annual Vacations, General Holidays, Illness and Injury, the Employer may establish a Utility Services and Public Operations schedule (Monday to Sunday) concerning Standby time. The Employer shall provide Employees with one (1) months' notice regarding implementation and/or cancellation of the workweek schedule. Employees will not be required to work Standby for successive weeks.

ARTICLE 17: TIME OFF IN LIEU OF OVERTIME

- (a) Providing it is mutually agreed between the Employer and Employee, time off in lieu of overtime will be permitted. An Employee shall give a minimum of three (3) working days' notice prior to the intended date of the Employee wishes to have the time off. A minimum of one (1) hour increments must be taken per occurrence. Requests for time off that are made with less than three (3) days' notice shall be at the approval of the Supervisor.
- (b) One and one-half times (1½) off in lieu of overtime pay hours shall be banked for each overtime hour worked.

- (c) The time off with pay in lieu of overtime pay shall be provided and taken at an Employee's regular rate of wages at a time that the Employee could have worked and received wages from the Employer.
- (d) Time off with pay in lieu of overtime pay shall be treated as hours of work and time off with pay in lieu of overtime pay shall be treated as wages and will be subject to all required and applicable deductions and withholdings.
- (e) The maximum balance of banked overtime hours that can be held by each Employee stated as per below. Any hours in excess of amounts below will be paid out the following month unless prior written arrangements have been made with the Director to extend this period.
 - (i) Permanent Employees will be allowed to carry a maximum of seventy-two (72) banked hours at any given time.
 - (ii) Seasonal Employees will be allowed to carry a maximum of Forty-Four (44) banked hours at any given time.
 - (iii) Casual Employees will be allowed to carry eighteen (18) banked hours at any given time.

Fifty percent (50%) of banked time will be paid out at the end of the Calendar year unless a plan to use such time by March 1st of the following year is submitted by December 1st in writing to the Director.

ARTICLE 18: MINIMUM CALL-BACK TIME

- (a) An Employee who is called in and required to work outside their regular working hours shall be paid at the rate of one and one-half times (1½x) regular pay for all hours so worked with a minimum of two (2) hours paid.
- (b) Should an Employee return home following the first call-in and then receives a different (incident) call-back within the two (2) hour timeframe, the two (2) hour call-in will be re-triggered.

ARTICLE 19: GENERAL HOLIDAYS

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

New Year's Day	Canada Day	Thanksgiving Day
Provincial Family Day	1 st Monday in August (Civic)	Remembrance Day
Good Friday	Labour Day	Christmas Day
Easter Monday	National Day for Truth and Reconciliation	Boxing Day
Victoria Day		

Last working day before Christmas

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

- (b) No deductions in wages of any Employee shall be made on account of the above-mentioned holidays occurring during regular work periods.
- (c) If a General Holiday falls on an Employee's regular declared holiday and they work, they shall be paid at one and one-half times (1½x) his regular hourly rate of for each hour worked, in addition to their normal pay for the day.
- (d) When a General Holiday falls within a ten (10) day pay period, the Employer will pay the General Holiday pay at the rate most worked by the Employee during that period.

ARTICLE 20: ANNUAL VACATIONS

- (a)
 - (i) All Permanent Employees with one year of service or more shall receive two (2) weeks' vacation with pay each year.
 - (ii) All Permanent Employees with two (2) years of service or more shall receive three (3) weeks' vacation with pay each year.
 - (iii) All Permanent Employees with eight (8) years of service or more shall receive four (4) weeks' vacation with pay each year.
 - (iv) All Permanent Employees with fifteen (15) years of service or more shall receive five (5) weeks' vacation with pay each year.
 - (v) All Permanent Employees with twenty (20) years or more of service shall receive six (6) weeks' vacation with pay each year.
 - (iv) All Permanent Employees with twenty (20) years or more of service may be paid out for one full week of vacation.
- (b) Seasonal or Casual Employees who do not work twelve (12) continuous months, in lieu of vacation, shall be paid vacation pay at a percentage of their gross earning in accordance with their accumulated actual service and calculated as follows:
 - Four percent (4%) up to twenty-four (24) months (2 years)
 - Six percent (6%) up to ninety-six (96) months (8 years)
 - Eight percent (8%) up to one hundred eighty (180) months (15 years)
 - Ten percent (10%) up to two hundred forty (240) months (20 years)
 - Twelve percent (12%) over two hundred forty (240) months (20 years)

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

- (c) Vacation pay shall be at the regular rate of pay.

Vacation Accrual

Vacation accrual is based on annual hours worked (2200). Vacation requests will be entered as per the scheduled work hours.

Example:

2200 (annual hours) per 52 (weeks per year) = 42.3 multiplied by weeks of vacation based on years of service = Annual Vacation hours allotment.

- (i) Up to five (5) hours of vacation time per year may be taken in one (1) hour increments at the Supervisors' approval if all banked time is exhausted.
- (d) No more than two (2) weeks of vacation shall be taken at any one time between the months of April to October inclusive unless authorized by the Employer because of special circumstances.
 - (e) Employees shall submit requests for their annual vacation in writing or electronically at least one (1) month in advance of the date vacation is to commence. The Employer, within five (5) days, shall thereafter advise the Employee in writing or electronically of the approval or denial of such request. If denied, reasons for denial shall be provided. Once the vacation has been approved, the same shall not be amended or changed without the agreement of both Parties.
 - (f) Employees shall not be allowed to exceed their annual vacation allotment at any time without receiving special permission in writing from the Director, in which event, each circumstance shall be reviewed on its own merit.

ARTICLE 21: SICKTIME

- (a) All Employees, except Casual, shall be entitled to accumulate sick time of one point five (1.5) days/month worked to a maximum amount of ninety (90) working days. Ninety (90) days is equal to 761 Hours.
- (b)
 - (i) The Employer shall have the right to contract the administration of the Employer's sick leave under Article 21 to a Third-Party Health Management Provider in consultation with the Union.
 - (ii) Medical notes will only be required after absences exceeding three (3) days.

- (iii) All costs of the third-Party contract are the obligation of the Employer.
- (iv) The Employer shall have the unilateral right to cancel the third-Party contract.
- (c) The Employer may request a medical certificate before making any payment for sickness and accident pay. The Employer shall also be entitled to require an independent medical examination to be carried out by a doctor selected by the Employer.
- (d) Any Employee who is entitled to receive Workers' Compensation benefits for any period during which they are paid pursuant to the provisions of this Article shall take all steps necessary to ensure that any Workers' Compensation benefits are paid directly to the Employer.
- (e) Medical notes may be required to support medical appointments in excess of three (3) hours in a workday.
- (f) Permanent employees who miss minimal work time for illness and medical appointments in a calendar year will be entitled to "in lieu of sick days".
 - Under 12 hours: 3 additional days at regular hours
 - Between 13-20 hours: 2 additional days at regular hours
 - Over 20 hours: No days

Seasonal staff who do not use medical leave or sick time in the season will be granted 8 hours of banked time for the following calendar year if they return.

ARTICLE 22: BENEFITS

- (a) The Employer agrees to cover all Permanent Employees under the Local Authorities Pension Plan (LAPP). Should a Permanent Employee be reclassified to a Seasonal Employee, that Employee shall have the option to remain on the Local Authorities Pension Plan.
- (b) The Employer agrees to pay ninety percent (90%) of the premium for the Employee Benefit Plan for all eligible Employees who have completed six (6) continuous months of employment and are in their second calendar year of employment. Benefits are only active during the term in which the Employee is employed.

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

- (i) Life Insurance and AD&D Benefits
 - (ii) Long-Term-Disability Income Benefits
 - (iii) Extended Health Care Benefit
 - (iv) Employee Benefit Plan – Dental
- (c) The Union agrees that participation in the Employee Benefit Plan be a condition of employment when the Employee is eligible for registration in said Plans.

In the event two (2) Employees are married or in a common-law relationship, one (1) shall be exempt from the requirement of being a participant in the Plans named above at their option.

- (d) During any absence on Long-Term Disability, the Employer and Employee shall continue payment of costs toward all Health, Medical, Insurance, except those plans where the premium is waived by the Insurance Carrier. This provision for payment of premiums shall not exceed twenty-four (24) months from date of commencement of Long-Term Disability. The Employer shall retain and not pass on to the Employees any rebates of premiums otherwise required under the Employment Insurance (EI) regulations. Prior to April 1st the Employer will provide the Union with the amount of EI rebate from the previous year.

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

The provision of pension premiums shall not exceed twelve (12) months from commencement on Long-Term Disability. If an Employee is approved on Long-Term Disability, the Employee may continue to pay their share of LAPP premiums and the Employer shall continue to pay their share for up to twelve (12) months. If Employee payment lapses more than sixty (60) days or the outstanding balance reaches two thousand and five hundred dollars (\$2,500.00) (*Pension only*) the Employer will stop contributions to the plan and the remainder of the leave will be non-contributory.

- (e) The Employer shall pay any necessary medical certificates or reports needed for licenses.
- (f) Tuition, textbooks, and other applicable fees pertaining to courses directly related to the Employees' employment and pre-approved by the Employer will be reimbursed to the Employee upon successful completion of course.

- (g) If the need arises during the term of the Collective Agreement to change the Employee Benefit Plan Carrier, the following procedure will be followed:
- (i) A committee comprised of equal representation from the Employer and the Union will be established.
 - (ii) The committee will make recommendations to the Employer for a new Benefit Plan Carrier.

ARTICLE 23: PROMOTIONS, SENIORITY AND CALL-BACKS

- (a) In the event of layoffs, such layoffs shall be on the basis of seniority provided that those Employees with the most seniority are qualified and capable to fill the jobs, which are required to be done. Employees shall be recalled in order of their seniority providing they are qualified and capable to do the work.
- (b) Loss of Seniority:
- (i) An Employee shall not lose seniority rights if they are absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer.
 - (ii) An Employee shall lose their seniority rights in the event:
 - They are discharged for just cause and is not reinstated.
 - He/she resigns.
 - He/she fails to return to work within seven (7) calendar days following a call-back and after being notified by preferred correspondence (email or registered mail) to do so, unless through sickness or just cause. It shall be the responsibility of the Employee to keep the Employer informed of their current address.
 - They are laid off for a period of longer than twelve (12) months.
- (c) The Employer shall maintain a seniority list showing when each Employee's service commenced. An up-to-date seniority list shall be sent to the Union and shall be posted on all bulletin boards by August 31st of each year.
- (d) In making promotions, the required knowledge, qualifications, and skills contained in the job posting shall be the primary considerations. Where two (2) or more applicants are equally qualified to fulfill the duties of the position, seniority shall be the determining factor.
- (e) (i) When a vacant job is posted, or a new position is made in any department such opportunity shall be posted in all departments for a minimum of five (5) working.

- (ii) A copy of such posting shall be sent to the Union with the dates it was posted.
- (iii) Notice shall be given to the successful within three (3) weeks of the closing date of the posting.
- (iv) The successful applicant shall be placed on a trial period of three (3) months. In the event the Employer wishes to extend the trial period for a maximum of three (3) additional months, notice of same in writing needs to be given to the Union. Where the successful applicant proves unsatisfactory in the new position during the aforementioned trial period, or if the Employee finds himself/herself unable to perform the duties of the new job classification, they shall be returned to their former position at the previous wage rate without loss of seniority.

Any other Employees promoted or transferred because of the re-arrangement of positions shall also be returned to their former position(s) at the previous wage rate without loss of seniority.

- (f) When an Employee leaves the Employer's service or is dismissed for just cause and is later reinstated, their seniority shall only date from the time of their re-engagement.
- (g) New Employees shall be hired on a probationary basis for a period of six (6) months from the date of hiring. During the probationary period Employees shall be entitled to all rights and privileges applicable to their Employee designation within this Agreement, except the right to grieve termination of employment. Seniority shall be effective from the original date of the employment. The probationary period shall operate on a cumulative basis until such time six (6) months of employment is completed.
- (h) Employees being laid off shall be given advance written or verbal notice of layoff or pay in lieu thereof as follows:
 - (i) Seasonal and/or Casual Employees – ten (10) working days.
 - (ii) Permanent Employees – shall be given twenty (20) working days' notice of such layoff.

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

(i) Training Employees:

In the interest of succession planning and cross-training, the Employer from time to time shall offer training to Employees interested in qualifying for positions, which may become available in the future.

(j) **Emergency Call-Backs:**

Seasonal and Casual Employees may be called back in order of qualifications and seniority on an urgent or emergency basis where a sufficient number of Permanent Employees are unable or unwilling to be called in.

ARTICLE 24: TRANSFERS OUTSIDE BARGAINING UNITS

- (a) No Employee shall be transferred to a position outside the bargaining unit without their consent. Any Employee promoted or transferred to a position within the Employer's service outside the jurisdiction of this Agreement may retain their seniority rights to return to any classification covered by this Agreement within a period of three (3) months, with the ability to extend for an additional three (3) months thereafter. The Employee shall accumulate seniority during the period they are out of the bargaining unit and shall continue to pay union dues during this period. In returning to the bargaining unit the Employee shall be placed in a job consistent with their seniority, but such return shall not result in the layoff of an Employee with greater seniority.

ARTICLE 25: DISCIPLINE

- (a) In the event the Employer issues a formal disciplinary warning to an Employee, the Employer shall within five (5) working days thereafter give written particulars of such warning to the **Union President**, with a copy to the Employee involved.

ARTICLE 26: DISCHARGE AND/OR SUSPENSION PROCEDURE

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

ARTICLE 27: UNJUST SUSPENSION DISMISSAL

- (a) Following the grievance procedure, an Employee who has been unjustly suspended or dismissed shall be immediately reinstated in their former position without loss of seniority. They shall be compensated for all time lost in an amount equal to their normal earnings during the pay period which followed such dismissal or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the Parties or ordered by an Arbitrator or Labour Relations Board, as the case may be.

ARTICLE 28: CHANGE OF WORK

- (a) If the Employee is required to assume the duties of another Employee or a position, which carries with it a lesser rate of pay, the Employee's pay will not be reduced provided the period of assignment does not exceed twenty-six (26) weeks. The Employee shall be advised in writing within five (5) working days of the reasons for their transfer in the event the transfer is initiated by the Employer.

ARTICLE 29: LEAVE OF ABSENCE

- (a) For Union Business:
When an Employee attends a meeting between the Employer and the Union, the Employee shall suffer no loss of pay. The Employee must advise their Supervisor that they have been called to attend such meeting.
- (b) For Union Conventions and Meetings:
- (i) Leave of absence, without pay and without loss of seniority, shall be granted upon request to Employees elected or appointed to represent the Union at Union Conventions.

Leave of absence, without pay, shall be granted to Employees to attend Executive and Committee Meetings of CUPE its affiliated or chartered bodies, providing sufficient notice of intent to take leave of absences is given to Employer.

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

- (ii) In all the foregoing provisions the Employer shall grant the required time off provided that seven (7) working days written notice is given prior to the designated day(s) off. If the Employee is unable to give the required notice, or where the absence of the Employee will cause a serious disruption of work or other difficulty the Employer may refuse the leave.
- (c) Bereavement Leave:
Special leave of absence with pay shall be granted in the case of death of a member of the immediate family. Immediate family shall include the following relatives of the Employee or the Employee's partner:

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

Such leave of absence will not be granted for a period exceeding four (4) days. Where the Employee travels more than 482 kms (300 miles) from their residence for the funeral or burial, the Employee can receive an additional two (2) days leave with pay.

- (d) Pallbearers:
One (1) day paid leave shall be granted to attend a funeral as a pallbearer if the Employee had been regularly scheduled for work.
- (e) Jury Duty:
Jury and witness leave shall be granted to an Employee subpoenaed to appear, provided the Employee is not charged with the offense or the subject of criminal proceedings or to any civil action where the Employee is the plaintiff or the defendant. The leave will be granted with pay, and with the Court stipend to be paid to the Employer, and the Employee will retain any allowance for living and traveling expenses.
- (f) Family Medical Sick/Non-Medical Emergencies Leave:
To attend to non-medical emergencies and/or the medical needs of a spouse, common-law spouse, child, or parent. The Employee must provide some explanation in the notes section of their time sheet entry for the requested leave to confirm that the leave complies with the provisions of this Article.
- (i) Permanent Employees will have access up to five (5) days paid leave per year
 - (ii) Seasonal Employees will have access up to three (3) days paid leave per year
 - (iii) Casual Employees are not eligible for Family Medical Sick/Non-Medical Emergencies Leave
 - (iv) A minimum of one (1) hour increments must be used per occurrence.
- (g) Maximum of three (3) working days per year will be allowed to Employees under this contract to attend the birth or adoption of his children.
- (h) 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, not unreasonably to be withheld.

ARTICLE 30: WAGES, CLASSIFICATIONS AND DEFINITIONS

JANUARY 1, 2023 (+2%)			
CLASS	DESCRIPTION	Start Rate	Job Rate
			EQUIPMENT INCLUDES
1	Equipment Operator	\$19.21	\$21.60
2	Equipment Operator	\$25.44	27.04
3	Equipment Operator	\$28.65	\$30.25
4	Rural Extension Specialist Equipment Operator Level 1 Water & Wastewater Operator	\$31.82	\$33.78
5	Level 2 Water & Wastewater Operator Assistant Agricultural Fieldman	\$34.45	\$36.37
6	Journeyman Electrician or Journeyman Heavy Duty Mechanic	\$40.95	\$42.89
7	Foreman		\$44.63

Start Rate:
Shall be applicable for the first six (6) months of accumulated service with the Employer only.

Apprentice Rates:
Year 1 and 2 are paid at Class 3 Start Rate;
Year 3 is paid at Class 4 Start Rate;
Year 4 is paid at Class 5 Start Rate; completion of Journeyman ticket is paid at Class 6 Rate.

ARTICLE 30: WAGES, CLASSIFICATIONS AND DEFINITIONS (Continued)

JANUARY 1, 2024 (+2%)				
CLASS	DESCRIPTION	Start Rate	Job Rate	EQUIPMENT INCLUDES
1	Equipment Operator	\$19.59	\$22.04	Pick-up truck or quad; hand tools: broom, shovel, etc.; basic power tools, basic push, or ride on mower; weed whip; flagging – traffic control; cleaning and prepping job site; loading and delivering materials; pressure washer; counting, checking, or reporting information.
2	Equipment Operator	\$25.95	\$27.58	Small equipment up to and including forklift, single axle truck, small tractor (-85 hp), packer, bobcat.
3	Equipment Operator	\$29.22	\$30.86	Tandem truck, front end loader, large tractor (+85 hp), dozer.
4	Rural Extension Specialist Equipment Operator Level 1 Water & Wastewater Operator	\$32.46	\$34.46	Semi-trailer or combinations that require a Class 1 license (with belly dump, truck, and pup combination), Tandem with plow sander (or trailer), spray boom, hydro seeder, grader, backhoe, hi-hoe, sign truck, motor scraper, mill razor.
5	Level 2 Water & Wastewater Operator Assistant Agricultural Fieldman	\$35.13	\$37.10	
6	Journeyman Electrician or Journeyman Heavy Duty Mechanic	\$41.77	\$43.75	
7	Foreman		\$45.52	

Start Rate:

Shall be applicable for the first six (6) months of accumulated service with the Employer only.

Apprentice Rates:

Year 1 and 2 are paid at Class 3 Start Rate;

Year 3 is paid at Class 4 Start Rate;

Year 4 is paid at Class 5 Start Rate; completion of Journeyman ticket is paid at Class 6 Rate.

ARTICLE 30: WAGES, CLASSIFICATIONS AND DEFINITIONS (Continued)

JANUARY 1, 2025 (+2%)			
CLASS	DESCRIPTION	Start Rate	Job Rate
			EQUIPMENT INCLUDES
1	Equipment Operator	\$19.98	\$22.48
2	Equipment Operator	\$26.47	\$28.13
3	Equipment Operator	\$29.81	\$31.48
4	Rural Extension Specialist Equipment Operator Level 1 Water & Wastewater Operator	\$33.11	\$35.15
5	Level 2 Water & Wastewater Operator Assistant Agricultural Fieldman	\$35.84	\$37.84
6	Journeyman Electrician or Journeyman Heavy Duty Mechanic	\$42.61	\$44.62
7	Foreman		\$46.43
Start Rate: Shall be applicable for the first six (6) months of accumulated service with the Employer only.			
Apprentice Rates: Year 1 and 2 are paid at Class 3 Start Rate; Year 3 is paid at Class 4 Start Rate; Year 4 is paid at Class 5 Start Rate; completion of Journeyman ticket is paid at Class 6 Rate.			

ARTICLE 30: WAGES, CLASSIFICATIONS AND DEFINITIONS (Continued)

JANUARY 1, 2026 (+2%)				
CLASS	DESCRIPTION	Start Rate	Job Rate	EQUIPMENT INCLUDES
1	Equipment Operator	\$20.38	\$22.93	Pick-up truck or quad; hand tools: broom, shovel, etc.; basic power tools, basic push or ride on mower; weed whip; flagging – traffic control; cleaning and prepping job site; loading and delivering materials; pressure washer; counting, checking or reporting information.
2	Equipment Operator	\$27.00	\$28.70	Small equipment up to and including forklift, single axle truck, small tractor (-85 hp), packer, bobcat.
3	Equipment Operator	\$30.41	\$32.10	Tandem truck, front end loader, large tractor (+85 hp), dozer.
4	Rural Extension Specialist Equipment Operator Level 1 Water & Wastewater Operator	\$33.77	\$35.85	Semi-trailer or combinations that require a Class 1 license (with belly dump, truck and pup combination), Tandem with plow sander (or trailer), spray boom, hydro seeder, grader, backhoe, hi-hoe, sign truck, motor scraper, mill razor.
5	Level 2 Water & Wastewater Operator Assistant Agricultural Fieldman	\$36.55	\$38.60	
6	Journeyman Electrician or Journeyman Heavy Duty Mechanic	\$43.46	\$45.52	
7	Foreman		\$47.36	
Start Rate: Shall be applicable for the first six (6) months of accumulated service with the Employer only.				
Apprentice Rates: Year 1 and 2 are paid at Class 3 Start Rate; Year 3 is paid at Class 4 Start Rate; Year 4 is paid at Class 5 Start Rate; completion of Journeyman ticket is paid at Class 6 Rate.				

ARTICLE 30: WAGES, CLASSIFICATIONS AND DEFINITIONS (Continued)

SPECIALTY SKILLS PREMIUMS	
JANUARY 1, 2023 through DECEMBER 31, 2026	
Description	Job Rate
Assigned Lead Hand	\$2.00
Trainer	\$2.00
Pesticide Applicator	\$2.00
Welding Course (minimum 24-hour basic course)	\$2.00
Specialty Skills Premiums:	
To receive these premiums the Employee must be signed off as deemed competent to perform the duties required and the Employee must be doing the work to receive the premium.	
Assigned Lead Hand:	
As required, the Employer shall assign staff to act in the lead hand capacity for certain days and projects to ensure adequate leadership and ability to develop staff and cross train. This premium will be reviewed and approved by the manager for payroll purposes.	
This premium will be supplementary to the Employee's regular job description.	
Trainer Premium:	
Shall be applicable to employees who meet the criteria included in the Operator Evaluation Program. Paid to positions that do not have a higher pay rate as Lead/Foreman.	
Pesticide Applicator/Welder:	
Paid to certified Operators when performing work that requires a Pesticide license.	
Paid to trained Operators when performing work that requires welding.	

ARTICLE 31: ALLOWANCES

- (a) Employees appointed in writing by the Employer to relieve a non-Union position shall be paid ten percent (10%) above their regular rate during the period they occupy the position.
- (b) Employees required to use their own automobile for traveling or business for the Employer, other than their traveling to and from work time, will be paid at the same rate as County Officials.
- (c) Employees who are accredited as a Safety Auditor and as required and approved by the Employer, shall be paid a lump sum of two thousand two-hundred and thirty dollars (\$2,230.00), for their participation in completing the annual safety audit.


ARTICLE 32: GENERAL PROVISIONS

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

***** ** *****

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT

this 1 day of February 2023.

Signed on behalf of the Employer: LETHBRIDGE COUNTY	Signed on behalf of the Union: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2800
	

LETTER OF AGREEMENT

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2800

(CUPE)

and

LETHBRIDGE COUNTY

(Employer)

RE: GRANDFATHERING OF WAGES

The Union and Employer agree that the following terms and conditions shall be applicable to (Farren Sawers, Ron Tokai, Todd Salmon and Lonnie Smith)

Nothing in this Letter of Agreement shall be construed as altering the existing rights and/or obligations of either party under the provisions of the collective bargaining agreement except as specified.

The parties further agree that the terms of this agreement may be changed at any time by mutual agreement of both parties.

This Letter of Understanding becomes effective upon date of signing by the parties.

This Agreement is agreed to under the following terms and conditions:

1. Employees listed above have the choice to be grandfathered during the term at the classification wage from 2022 or opt into the new wage grid.
2. Employees who choose to be grandfathered during the term will receive the agreed 2% per year increase in 2023, 2024, 2025 and 2026
3. Employees who opt into the new wage grid, may not opt back into the grandfathered wage rate.

This agreement is agreed to by the Union and Employer on this 14th day of December 2022

