

COLLECTIVE AGREEMENT

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES
CUPE LOCAL 927

- AND -

THE MUNICIPAL DISTRICT OF PINCHER CREEK No. 9



January 1, 2023 to December 31, 2026

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COLLECTIVE AGREEMENT

BETWEEN

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

- AND -

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

ARTICLE 1: PURPOSE OF AGREEMENT

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

ARTICLE 2: RECOGNITION

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

2.02 Labour/Management Committee:

It is mutually agreed that a Committee be established, consisting of three (3) Management Employees and three (3) Representatives of the Union with the following Terms of Reference:

- (a) To meet on an as needed basis, but as a minimum once per year.
- (b) To discuss matters of mutual concern to the Parties.
- (c) Each Party will forward their agenda for each meeting the Thursday prior to the meeting.
- (d) The Employer agrees to provide a person to take notes of these meetings.

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

ARTICLE 3: DEFINITIONS

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

- (a) "Full-time Employee" shall mean an Employee who is scheduled to work the hours specified in Article 18: Hours of Work.
- (b) "Permanent Full-time Employee" shall mean an Employee who has successfully completed the Probationary Period and is working forty (40) hours per week.
- (c) "Permanent Part-time Employee" shall mean a person employed on a continuing basis for less than the standard workday, week, or month.
- (d) "Seasonal Employee" shall mean an Employee whose work is required for a specified period of time, and who is also scheduled to work the hours specified in Article 18: Hours of Work. Except where stated to the contrary within the applicable Article, the following provisions of the Collective Agreement will not apply to the Seasonal Employee:
 - (i) Article 16: Seniority
 - (ii) Article 17: Layoff and Recall
 - (iii) Article 22: General Holidays
 - (iv) Article 23: Sick Leave
 - (v) Article 24: Medical Coverage Full-time Employees
 - (vi) Article 25: Paid Leave
 - (vii) Article 26: Personal Leave
 - (viii) Article 28: Leave of Absence
 - (ix) Article 29: Maternity, Adoption and Parental Leave
- (e) "Casual Employee" shall mean one who is hired to work in an 'as needed basis', to fill in where an Employee may be absent from work due to vacation, sickness, injury, leave of absence, or where there is a need for extra help during periods of work overload. Except where stated to the contrary within the applicable Article, the following provisions of the Collective Agreement will not apply to the Casual Employee:
 - (i) Article 16: Seniority
 - (ii) Article 17: Layoff and Recall
 - (iii) Article 22: General Holidays
 - (iv) Article 23: Sick Leave
 - (v) Article 24: Medical Coverage Full-time Employees

- (vi) Article 25: Paid Leave
 - (vii) Article 26: Personal Leave
 - (viii) Article 28: Leave of Absence
 - (ix) Article 29: Maternity, Parental and Adoption Leave
- (f) “Temporary Employee” shall mean an employee who is hired for a specific job of a onetime nature, for a period not to exceed eighteen (18) months. This time may be extended by mutual agreement between the Union and the Employer. Temporary Employees will not accumulate seniority. Temporary Employees shall be paid as per Appendix “A”. Except where stated to the contrary within the applicable Article, the following provisions of the Collective Agreement will not apply to the Temporary Employee:
- (i) Article 16: Seniority
 - (ii) Article 17: Layoff and Recall
 - (iii) Article 22: General Holidays
 - (iv) Article 23: Sick Leave
 - (v) Article 24: Medical Coverage for Full-time Employees
 - (vi) Article 25: Paid Leave
 - (vii) Article 26: Personal Leave
 - (viii) Article 28: Leave of Absence
 - (ix) Article 29: Maternity, Parental and Adoption Leave
 - (x) Article 38.02: Change in Rate of Pay
 - (xi) Article 38.03: Designation of Lead Hand
- (g) “Summer Students” shall mean an Employee who is hired generally for a two (2) month period during July and August, to undertake miscellaneous jobs within the Public Works Department (i.e. painting, grass cutting, clean-up, etc.).

ARTICLE 4: MANAGEMENT RIGHTS

- 4.01 The Union recognizes that the Employer shall have the sole and exclusive right, except as otherwise specifically limited by the express provisions of this Collective Agreement, to determine all matters pertaining to the conduct of its management of the Municipal District and its affairs and that it is the exclusive rights of the Employer to:
- (a) Plan, organize, direct and control operations.
 - (b) Make or alter, from time to time, rules and regulations to be observed by Employees when such rules and regulations are not in conflict with any provision of this Collective Agreement.

- (c) Contract work.
- (d) Hire, layoff, transfer or relieve Employees from duties.
- (e) Discontinue jobs.

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

ARTICLE 5: STRIKES AND LOCKOUTS

- 5.01 There shall be no lockout by the Employer and no interruption or impeding of work, work stoppage, strike, sit-down, slow-down, picketing or any other interference with production by any Employee or Employees during the term of this Agreement.

ARTICLE 6: DISCRIMINATION AND HARASSMENT

- 6.01 The Union and Employer are committed to a work environment in which all Employees are treated with respect and dignity. Violence and Harassment shall not be tolerated by any Employee.

The parties agree to uphold the Employer's Violence and Harassment Prevention Plan, as amended from time to time.

An Employee who believes that violence and harassment has occurred has a responsibility to bring these concerns forward through the supervisor, CAO, Human Resources, Occupational Health & Safety or the Union.

The Employer will investigate and take appropriate corrective actions to address all incidents and complaints of workplace violence and harassment in a fair, respectful, and timely manner. Employees are required to fully participate in the investigation process.

Definition of Violence

the threatened, attempted, or actual conduct of a person that causes or is likely to cause physical or psychological injury or harm and includes domestic or sexual violence.

Definition of Harassment

any single incident or repeated incidents of objectionable or unwelcome conduct, comment, bullying, or action by a person that the person knows, or ought reasonably to know, will or would cause offence or humiliation to a worker, or adversely affects the worker's health and safety.

ARTICLE 7: UNION ACTIVITY ON EMPLOYER PREMISES

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

ARTICLE 8: OUTSIDE EMPLOYMENT

- 8.01 Subject to Article 8.02, an Employee can carry on any business or employment outside his regularly scheduled hours of duty without interference from the Employer.
- 8.02 Employees are prohibited from carrying on any business or employment outside their regularly scheduled hours of duty when:
- (a) A conflict of duties may develop between an Employee's regular work and his outside interests;
 - (b) Certain knowledge and information available only to the Employees place the individual in a position where he can exploit the knowledge or information for personal gain; and
 - (c) The outside employment interferes with the ability of the Employee to perform the duties of his position in a satisfactory manner.
- 8.03 Employees are prohibited from use of property of the Employer, including but not limited to premises, equipment, vehicles, tools, supplies, records, and information obtained through their employment, in any business or employment carried on pursuant to this Article, unless approved by the Employer.

ARTICLE 9: PAYDAYS

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

ARTICLE 10: UNION SECURITY

10.01 No Other Agreements:

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

The Employer shall provide to the Union, a listing(s) of Employees specifying their name, home address, postal code, and telephone number. The Employer will provide this information for every new Employee to the Union.

10.02 Work of the Bargaining Unit:

Non-bargaining unit Employees whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except in cases of emergency, to complete training, maintain certification or where members of the bargaining unit are unavailable.

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

10.04 Check Off Payments:

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

10.05 Deductions:

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

10.06 Dues Receipts:

The Employer shall show on each Revenue Canada T4 Slip the total amount of Union Dues deducted from each Employee for the previous year.

10.07 Employees may view their personnel file. The Employee shall provide three (3) full working days' notice to the Employer. Employees shall be entitled to electronic copies of their personnel file upon request.

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

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

ARTICLE 11: TERM OF AGREEMENT

- 11.01 This Agreement shall be in full force and effect from January 1, 2023 and continue in full force and effect to the 31st day of December 2026, and from year to year thereafter, except as hereinafter provided.
- 11.02 Either Party may give notice to amend or terminate this Agreement on any anniversary date; such notice to be given in writing to the other Party not less than sixty (60) days or more than one hundred twenty (120) days prior to such anniversary date.
- 11.03 If notice to amend or terminate the Agreement has been given by either Party prior to the termination date of this Agreement, and if negotiations continue beyond the termination date of this Agreement, this Agreement, in accordance with the *Alberta Labour Relations Code, Division 21, Section 128*, remains in full force and effect until such time as either Party commences strike or lockout action.

ARTICLE 12: GRIEVANCE PROCEDURE

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

STEP I: The grievance shall be submitted by the Union, in writing, within ten (10) working days of the alleged violation to the Public Works Manager or applicable department head with a copy to Human Resources, the Employer and Union will meet to discuss the grievance, the Employer, shall render a written decision within ten (10) working days of receiving the grievance.

STEP II: Failing satisfactory settlement in Step I the grievance may be submitted by the Union, in writing, within ten(10) working days to the Chief Administrative Officer, the Employer and Union will meet to discuss the grievance, the Employer shall render a written decision within ten (10) working days of receiving the grievance.

STEP III: Failing satisfactory settlement in Step II, the parties may agree to mediate the grievance before referring the grievance to arbitration. The parties will remain in Step III until:

- (a) Reaching mutually satisfactory settlement, or
- (b) Either party providing written notification of the conclusion of Step III.

The mediator shall be mutually agreed upon by the Union and the Employer. The expenses of the mediator shall be borne equally by both parties.

STEP IV: Failing satisfactory settlement in Step III, the grievance may be submitted to Arbitration under provisions of the *Alberta Labour Relations Code* within twenty (20) working days of receiving the written confirmation supplied by either party of the conclusion of Step III.

12.02 Mandatory Conditions:

- (a) Should the Employee or the Union fail to comply with any of the time limits specified in the grievance procedure, the grievance will be considered to be abandoned, unless the Parties have mutually agreed in writing to extend the time limits.
- (b) Should the Employer fail to comply with any time limits in the grievance procedure, the grievance shall automatically move to the next Step on the day following the expiry of the particular time limit, unless the Parties have mutually agreed in writing to extend the time limits.
- (c) During any and all grievance proceedings, the Employee shall continue to perform duties, except in cases of suspension or dismissal.
- (d) A suspension or dismissal grievance shall commence at Step II.

12.03 (a) The Parties agree that the arbitration referred to in Article 12.01 shall be heard by a single Arbitrator mutually agreed upon by the Parties.

(b) In the event that the Employer and the Union are unable to agree upon the selection of the Arbitrator (within thirty (30) days of notification by either Party), application shall be made to the Director of Alberta Mediation Services to appoint an Arbitrator pursuant to the provisions of the *Alberta Labour Relations Code*.

(c) If an Arbitrator is not available for a hearing date within ninety (90) days of the date on which notification by either Party to submit the difference to arbitration was made, another name will be proposed by each Party until a mutually agreed upon Arbitrator is found to hear the Parties within the above mentioned ninety (90) day period.

12.04 (a) The Arbitrator has all of the powers granted to Arbitrators under the *Alberta Labour Relations Code* in addition to any powers which are contained in this Agreement.

(b) The Arbitrator shall hear and determine the difference or allegation and shall issue a decision and that decision is final and binding upon the Parties and upon any Employee affected by it.

(c) The award of the Arbitrator shall be signed by him and copies thereof shall be transmitted to the Parties to the dispute.

12.05 The Arbitrator shall not have the authority to alter or amend any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to render any decision contrary to the terms and provisions of this Agreement, or to increase or decrease wages.

- 12.06 The Employer and the Union shall each pay one-half of the remuneration and expenses of the Arbitrator and each Party shall bear its own expenses of every such arbitration.
- 12.07 Where a Party has failed to comply with any of the terms of the decision of the Arbitrator, either Party or Employee affected by the decision may, after the expiration of thirty (30) calendar days from the date of the release of the decision or the date provided in the decision for compliance, whichever is later, file in the office of the Clerk of the Federal Court of Canada, a copy of the decision, exclusive of the reason therefore in the prescribed form, whereupon the decision may be entered in the same way as the judgment or an order of that court and may be enforceable as such.
- 12.08 In addition to the powers granted to Arbitrators under the *Alberta Labour Relations Code* the Arbitrator may determine that the Employee has been dismissed for other than proper cause and he may:
- (a) Direct the Employer to reinstate the Employee and pay to the Employee a sum equal to his wages lost by reason of his dismissal, or such less sum as in the opinion of the Arbitrator is fair and reasonable; or
 - (b) Make such order as he considers fair and reasonable having regard to the terms of this Agreement.
- 12.09 Where a dispute involving a question of general application or interpretation occurs or where the Union has a grievance, Step I of the Grievance Procedure may be passed.
- 12.10 Where the Employer has a grievance they shall, within ten (10) working days of the alleged violation, firstly discuss such violation with the Union Officers and the CUPE representative.

If the parties are unable to mutually agree to resolve the grievance, they may agree to mediate the grievance before referring the grievance to arbitration. When mediation occurs, the mediator shall be mutually agreed upon by the Union and the Employer. The expenses of the mediator shall be borne equally by both parties.

Within twenty (20) working days of either party providing written confirmation that it is unwilling to attempt or continue with mediation, and if the matter is not resolved to the satisfaction of the Employer, it may be submitted to Arbitration under provision of the *Alberta Labour Relations Code*.

ARTICLE 13: PERSONAL AND INDIVIDUAL RESPONSIBILITY

- 13.01 If illness or a family emergency makes it impossible for an Employee to report to work, he must notify his supervisor as far in advance as possible.
- 13.02 Absence in excess of two (2) working days without providing reasons deemed satisfactory by the Employer is deemed to be voluntary resignation.

ARTICLE 14: TERMINATION

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

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

This Article does not apply to layoffs, which are referred to in Article 17 of this Agreement.

ARTICLE 15: PROBATIONARY PERIOD

15.01 All newly hired Employees shall be on probation from the date of hire for a period of ninety (90) days of employment. Where the Employer wishes to extend this period up to an additional ninety (90) days of employment, the Employer shall advise the Union, in writing, with a copy to the Employee concerned. Such letter shall include the reasons for the extension. New hires may be terminated within the probationary period for any reason, at the Employer's sole discretion without recourse to the grievance procedure.

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

15.03 The Employer shall complete a written evaluation for all Employees by the midway point of their probationary period.

ARTICLE 16: SENIORITY

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

16.02 Seniority is defined as the working service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall operate on a bargaining unit wide basis. The Employer shall maintain a seniority list showing the date in Years, Months, Days, upon which each Employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

16.03 An Employee shall not lose his seniority unless he:

- (a) Resigns in writing.
- (b) Is discharged for cause and not reinstated.
- (c) Overstays his leave of absence and fails to supply an explanation satisfactory to the Employer.
- (d) Is absent without leave in excess of two (2) working days without notice satisfactory to the Employer.
- (e) Fails to return from layoff under the Recall Procedure as set forth in this Agreement.
- (f) Is off the payroll of the Employer for a continuous period equal to his seniority or one (1) year, whichever is less.
- (g) Retires;
- (h) Is transferred or promoted to a position outside of the bargaining unit.

ARTICLE 17: LAYOFF AND RECALL

Layoff Defined:

A layoff shall be defined as a reduction in the number of permanent positions that results in the displacement of permanent employees.

In the event of a layoff, the Employer will notify the Union of the business rationale prior to notifying affected employees. The Union and Employer will meet within five (5) working days of notification to discuss alternatives to workforce reduction and discuss the process of informing affected Employees.

In any case, the Employer agrees to make every reasonable effort to avoid job elimination.

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

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

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

17.04 Advance Notice of Layoff:

Full-time Employees shall receive twenty (20) working days' notice prior to a layoff.

Where proper notice is not given the Employee shall be paid regular wages for all days that work was not made available.

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

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

17.06 (a) The right to recall shall continue for a period of twelve (12) months after which time the employment relationship shall be terminated.

(b) When employment is terminated in accordance with this Article, or for any other reason without just cause, the following termination pay shall be payable based on an amount equal to the wages the Employee would have earned (on the basis of the previous two months earnings) if the Employee had worked the applicable termination notice period as follows:

(i) Two (2) weeks, if the Employee has been employed by the Employer for more than three (3) months but less than three (3) years; or

(ii) Three (3) weeks, if the Employee has been employed by the Employer for three (3) years or more but less than four (4) years; or

(iii) Four (4) weeks, if the Employee has been employed by the Employer for four (4) years or more but less than five (5) years; or

(iv) Five (5) weeks, if the Employee has been employed by the Employer for five (5) years or more but less than six (6) years; or

(v) Six (6) weeks, if the Employee has been employed by the Employer for six (6) years or more but less than seven (7) years; or

(vi) Seven (7) weeks, if the Employee has been employed by the Employer for seven (7) years or more but less than eight (8) years; or

(vii) Eight (8) weeks, if the Employee has been employed by the Employer for eight (8) years or more.

- (c) If at any time during the term of this Collective Agreement the notice periods outlined in Article 17.06(b) are less than the minimum requirements of the *Labour Standards Act*, the minimum requirements of the *Labour Standards Act*, as amended from time to time, will apply.

17.07 The Employee will provide the Employer with three (3) weeks' written notice when resigning from their position with the Employer.

ARTICLE 18: HOURS OF WORK

18.01 Starting Time:

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

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

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

18.04 Lunch Break:

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

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

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

ARTICLE 19: OVERTIME AND CALL-OUT

19.01 Overtime shall be calculated on the basis of time and one-half (x1½) for the first two (2) hours and shall move to two times (2x) the regular rate of pay for all hours worked thereafter in excess of the normal day stipulated in the Hours of Work Article. Overtime hours not authorized in advance will not be paid out.

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

- 19.03 (a) An Employee who is called back to work outside his regular hours after he has completed his workday will be paid a minimum of four (4) hours pay at time and one-half (x1½) his regular hourly rate.
- (b) An Employee shall be considered to be on the call-out until they have returned to the location where the call-out was received, or their place of residence.
- 19.04 No Employee shall be required to take time off in lieu of overtime but an Employee, by written request, may receive hourly equivalent of his overtime in lieu of overtime pay, when mutually agreed upon by the Employee and the Employer. Employees shall not be permitted to accumulate more than fifty (50) hours of banked time in lieu. Employees having any overtime credit at year end shall receive a cash payment for same at that time. Time off must be mutually agreeable between the Employees and their immediate Supervisor.

ARTICLE 20: DISCHARGE, SUSPENSION AND DISCIPLINE

- 20.01 Disciplinary action is any action which might be reasonably expected to result in suspension, termination, or to restrict promotion of an Employee.
- 20.02 Employees shall have the right to be given the reasons for any disciplinary action in the presence of the Shop Steward or Union Officer. This discussion shall take as soon as practical but will be within five (5) working days.
- 20.03 It is understood by both parties that health and safety investigations take considerable time. Therefore, both parties agree that if a health and safety investigation is required, discussion shall take place as soon as practical but will be within five (5) working days of the investigation being complete. An investigation is considered complete when Management has signed off on the final report.
- 20.04 Copies of all disciplinary notices shall be forwarded to the Union. Employees shall be given the opportunity to sign disciplinary notices as having been read.
- 20.05 An Employee who has been subject to disciplinary action shall, after two (2) years of active employment from the date the discipline measure was invoked, personnel file be cleared of any record of the disciplinary action provided the Employee's file does not contain any further record of disciplinary action during the above period of which the Employee is aware. The Employer shall confirm in writing to the Employee that such action has been affected.
- 20.06 Any accumulation of ten (10) or more days of absence from work (excluding approved vacation time) shall be added to the stipulated period of time.
- 20.07 When an Employee is discharged or suspended, he shall be given the reason in the presence of a Steward. The Employee and the Union shall be advised promptly, in writing, by the agents so designated, of the reason for such discharge or suspension.

20.08 An Employee may be dismissed for just cause as per current employment standards.

20.09 Co-operative and Corrective Fashion

The Employer agrees to consider matters of discipline in a co-operative and corrective manner rather than a punitive fashion and will endeavour to assist the warned Employee on improving their work performance.

20.10 Suspension Pending Investigation

The Employee and the Union must be given notice of the suspension and the reasons for it in writing. Suspension pending investigation is not considered discipline and shall be with pay. The CAO or out-of-scope designate shall render its decision regarding discipline following a thorough review and at the earliest opportunity.

ARTICLE 21: ANNUAL VACATION

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

- (a) An Employee who has completed one (1) calendar year, shall be entitled to ten (10) working days annual vacation.
- (b) An Employee who has completed two (2) calendar years, shall be entitled to fifteen (15) working days annual vacation.
- (c) An Employee who has completed eight (8) calendar years, shall be entitled to twenty (20) working days annual vacation.
- (d) An Employee who has completed fifteen (15) calendar years, shall be entitled to twenty-five (25) working days annual vacation.
- (e) An Employee who has completed twenty-one (21) calendar years, shall be entitled to thirty (30) working days annual vacation.
- (f) Employees shall not accrue sick leave or vacation benefits when they are absent from work and drawing WCB (Workers Compensation Benefits), other than the initial pay period when the incident occurs, or when drawing Long-Term Disability (LTD).

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

- (a) Up to two (2) calendar years ----- 4% of Gross pay
- (b) From two (2) calendar years to eight (8) years ----- 6% of Gross pay
- (c) From eight (8) calendar years to fifteen (15) years ----- 8% of Gross pay
- (d) From fifteen (15) calendar years to twenty-five (25) years ----- 10% of Gross pay
- (e) From twenty-five (25) calendar years to retirement ----- 12% of Gross pay

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

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

21.04 Vacation Schedule:

A vacation schedule will be placed in the Department by February 1st of each year, Employees shall indicate the period(s) of vacation they wish to take for that year, by April 1st. Priority will be given to vacation requests for three (3) consecutive days or more. An approved vacation list will be posted by April 15th of each year. Full-time Employees who choose not to request vacation time off prior to April 1st, will be required to submit a signed leave form, which may or may not be approved, based on operational needs. Request for leave must be submitted at least two (2) weeks in advance of the requested time off. The Supervisor may waive the two (2) week notice period for special circumstances.

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

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

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

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

21.08 When an Employee suffers an illness or injury during a scheduled vacation, the Employee shall be deemed to be on sick leave, providing that the Employee provides a Doctor's note, satisfactory to the Employer, which states that the Employee would not have been able to perform his/her job on those days. The vacation time not taken as a result of the illness/injury shall then be rescheduled at a later date.

ARTICLE 22: GENERAL HOLIDAYS

22.01 The following shall be considered paid General Holidays:

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

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

- 22.02 If a General or declared holiday falls on an Employee's regular day off he shall be entitled to an extra day's pay for same or be given a day off with pay to be arranged at the mutual convenience of both Parties.
- 22.03 If a General or declared holiday falls on an Employee's regular working period and he works he shall be paid two times (2x) his hourly regular rate for the time worked in addition to his normal pay for the day.
- 22.04 Employees shall be paid General Holiday pay based on an eight (8) hour day.
- 22.05 (a) The Employer will continue to implement an annual Christmas shutdown; however, operational requirements take precedence.
- (b) It is understood that Employees may be called back to work should the Employer require their services.
- 22.06 Employees who have vacation request pre-approved for the Christmas Shutdown shall use their scheduled vacation time.
- 22.07 Employees who did not have pre-approved vacation are entitled to use the following options:
- (a) use vacation time;
- (b) use banked in lieu time;
- (c) take an unpaid leave.

ARTICLE 23: SICK LEAVE

- 23.01 Employees shall be credited with twelve (12) paid sick days per year for minor illnesses when an employee is unfit for work due to illness or physical injury. Employees hired after January 1 will be prorated based on the calendar year.
- 23.02 Employees may carry over up to six (6) days to the following year to a maximum of eighteen (18) total days;
- 23.03 Accumulated sick leave will not be paid out;
- 23.04 A deduction shall be made from all accumulated sick leave for all normal working days, or part thereof, exclusive of holidays, and regular days off, absent for sick leave.

Employees will make a reasonable effort to schedule medical appointments during off-time; however, if an employee must leave work for three (3) hours or less to attend a medical appointment and otherwise works all remaining hours for that day, no deduction will be made from the Employee's accumulated sick leave for that incident.

- 23.05 The Employer may require an Employee to produce a medical certificate for all illness, but must first advise the Employee and follow up in writing, with a copy to the National Representative;
- 23.06 When an Employee is laid off on account of lack of work and returns to work upon expiration of layoff, they shall not receive sick leave credit for the period of such absence but shall retain their accumulative credit, if any, existing at the time of such leave or layoff;
- 23.07 If an Employee's illness/disability will prevent the Employee from returning to work after the expiry of the one hundred and five (105) day elimination period for LTD benefits, (as per Article 24.06), the Employer and Employee shall do the necessary paperwork for the Long-Term Disability Insurance.
- 23.08 (a) An Employee who is on Long-Term Disability or who has exhausted their sick leave credits during the course of an illness, and the illness continues, shall be deemed to be on a leave of absence without pay for the duration of the illness unless employment is otherwise terminated.
- (b) An Employee on such leave shall have the option to continue on the Employer's benefit plan. The plan must continue intact. The Employee shall be solely responsible for paying the health premium costs while the Employee is on Long-Term Disability. The premiums are due on the first day of each month and if not paid within thirty (30) days, the Employee shall be terminated from the health plan.

23.09 Income Protection Leave (Short-Term Illness Leave)

- (a) **Defined**
Except as otherwise provided in the Agreement, the Employer shall provide an Income Protection Leave to a Permanent Full-Time Employee who have successfully completed their probationary period, who is unable to work as a result of an illness or accident not caused by work (non-occupational disability).
- (b) **Entitlement/Benefits**
- (i) Income Protection Leave shall commence after the 8th day, but not extend past 21 weeks (105 working days).
- (ii) Employees shall be entitled to 90% of their wage for the first 16 weeks (80 working days) while on Income Protection Leave. Employees shall then be entitled to 75% of their wage for the remainder of their Income Protection Leave.

(c) Employee Obligation

(i) Employees on an Income Protection Leave are obligated to:

- (1) submit a medical prognosis to the Employer when asked;**
- (2) remain under the care of a medical doctor and fully participate in any treatment they recommend;**
- (3) participate and cooperate with the Employer on a return to work plan;**
- (4) not be engaged in any work for a profit.**

(ii) A medical prognosis may be issued by a nurse practitioner or physician.

- (1) The Income Protection Leave may not commence until the Employer has received the appropriate medical documentation.**
- (2) In the event medical documentation is deemed insufficient by the Employer, or the employee fails to meet their obligations, the Employer reserves the right to suspend or deny payment of Income Protection Leave.**
- (3) Intentional abuse of this policy or unauthorized absences will lead to disciplinary action up to and including termination.**

(d) Recurring Disabilities

- (i) If an Employee returns to work after a period of disability and becomes disabled again within twenty (20) active working days of their return to work due to causes related to the earlier disability, then the second period of disability shall be considered as an extension of the earlier period of disability and only the balance of Income Protection benefits remaining from the earlier disability shall be payable.**
- (ii) If an Employee becomes disabled again within ten (10) active working days of their return to work due to causes unrelated to the earlier disability, then the second period of disability shall be considered as an extension of the earlier period of disability and only the balance of Income Protection benefits remaining from the earlier disability shall be payable.**

(e) Accommodation

If an Employee is unable to perform the duties of their regular position but is capable of performing modified or alternative duties for the Employer, the Employer may require that the Employee perform such modified or alternative duties until the Employee is again capable of performing the duties of their regular position.

(f) Other Benefits

An Employee who is in receipt of Income Protection benefits shall continue to be covered under all Employer benefit plans for which the Employee is eligible based on the Employee's regular rate of pay. An Employee shall continue to pay applicable Employee contributions and the Employer will continue to pay its share of the cost of applicable benefit plans.

(g) Duration of Benefits

Eligibility for Income Protection benefits will cease upon the earliest of the following dates:

- (i) the date the Employee is no longer disabled from performing the duties of their regular position, or any alternative employment made available to the Employee by the Employer.
- (ii) 105 working days.
- (iii) The date the Employee dies.
- (iv) Termination of employment.

(h) Alternative Employment with the Employer

- (i) If, while in receipt of Income Protection benefits, an Employee remains unable, due to personal non-occupational disability, to perform the duties of their regular position, but is capable of performing alternative duties for the Employer, for which wages are paid, and the employee engages in such alternative Employer employment then the Income Protection benefits payable shall be reduced to the amount by which the employee's regular rate of pay exceeds the regular rate of pay of the alternative employment. Such reduced benefits will continue until the employee has been unable to perform the duties of their regular position for a period equal to the duration for which the employee is eligible to receive Income Protection benefits.
- (ii) If, while in receipt of Income Protection benefits, a employee remains unable, due to personal non-occupational disability, to perform the duties of their regular position but is capable of performing alternative duties and such alternative employment is offered to the employee by the Employer and the employee does not accept such alternative employment, then Income Protection benefits will cease on the date the employee would otherwise have commenced the alternative employment.
- (iii) If, while in receipt of Income Protection benefits, a employee engages in alternative employment with the Employer and becomes unable due to personal non occupational disability to perform the duties of such alternative employment, the employee will receive Income Protection benefits based on

their original regular rate of pay while such disability lasts, until the employee has been unable to perform the duties of their regular position for a period equal to the duration for which the employee is eligible to receive Income Protection benefits.

(i) **Alternative Employment with another Employer**

- (i) If, while in receipt of Income Protection benefits, an employee remains unable to perform the duties of their regular position due to personal non-occupational disability but engages in employment for gain, then such employee shall be granted Income Protection benefits equal to the amount by which the employee's regular rate of pay exceeds the income from such outside employment. Such benefits shall be payable for a period equal to the duration for which the employee is eligible to receive Income Protection benefits.
- (ii) If, while in receipt of Income Protection benefits, a employee engages in employment for gain and the Plan Adjudicator (Human Resources) has not provided prior approval to the employee for such employment, then the employee's eligibility for Income Protection benefits shall cease on the date the employee commenced such employment for gain and no further benefits shall be payable to such employee from the Income Protection Plan. In addition, the employee will be subject to discipline action up to and including dismissal.

ARTICLE 24: MEDICAL COVERAGE FULL-TIME EMPLOYEES

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

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

24.02 This Article does not apply to Casual Employees.

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

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

24.05 Group Life/Accidental Death and Dismemberment Insurance:
Employer agrees to pay one hundred percent (100%) of the premium for a mutually agreeable Group Life/Accidental Death and Dismemberment insurance plan provided the Employee is paying fifty percent (50%) of the premium for the Long-Term Disability

insurance plan referred to in Clause 24.06. The policy is to provide Group Life insurance of \$65,000; similarly, the Accidental Death and Dismemberment insurance to a maximum of \$65,000. Seasonal Employees are not covered during any winter layoff period because of carrier restrictions.

24.06 Long-Term Disability Insurance:

Employees agree to pay fifty percent (50%) of the premium for a mutually agreeable Long-Term Disability income replacement plan, provided the Employer is paying one hundred percent (100%) of the premium for the Group Life / Accidental Death and Dismemberment Plan (referenced in Clause 24.05).

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

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

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

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

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

24.07 Waiver of Premium:

Employees shall be eligible for waiver of premiums of Clauses 24.05 Accidental Death and Dismemberment; and 24.06 Long-Term Disability; provided the person so applies and is drawing payments under 24.06 Long-Term Disability.

24.08 Seasonal Employees hired prior to January 1, 2012, shall be permitted to pay premiums for coverage under Clauses 24.01 and 24.03 provided they agree during any period of seasonal layoff to pay both the Employer's and Employee's share of said premiums. Such payment to be made directly to the Employer as may be scheduled by the Employer.

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

24.10 Employees shall be provided a one thousand dollars (\$1,000.00) Health Spending Account.

ARTICLE 25: PAID LEAVE

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

25.02 Employees shall be paid such Leave based on the eight (8) hour workday.

25.03 Court Leave:

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

ARTICLE 26: PERSONAL LEAVE

26.01 The Parties recognize that a Full-time Employee may be unable to report to work for their regularly scheduled shifts, due to unanticipated circumstances of pressing necessity which require the Employee's personal attention (i.e., illness in the Employee's immediate family, family medical appointments, household move, banking, etc.). The employer shall approve Personal Leave in such circumstances to a maximum of forty (40) hours per year.

ARTICLE 27: BEREAVEMENT LEAVE

267.01 (a) Bereavement Leave:

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

Grandchild (including Common-law relationship)	Brother
Sister	Brother-in-law
Parent (including in-laws and Common-law relationships)	Sister-in-law
	Grandparents

Employees will be granted up to an additional two (2) consecutive working days of bereavement leave without loss of salary in the event of the death of immediate family members as follows:

Spouse	Common-law Spouse	Fiancé
Child	Stepchild (including Common-law relationship)	

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

- (c) An Employee shall be granted two (2) working days off for the purposes of attending the funeral if travel is in excess of three hundred (300) kilometres. The Employer may provide up to one (1) additional day for travel if the Employee submits a request with reasons for the additional travel days.
- (d) If an Employee receives notification of their loss during a shift already started, the Employee will be excused from work with pay for the balance of that shift and Bereavement Leave will commence on the following day.
- (e) Non-permanent Staff are eligible for the above listed Bereavement Leave provisions as unpaid days.

ARTICLE 28: LEAVE OF ABSENCE

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

28.02 Union Leave:

- (a) Time-off without loss of regular wages, will be granted for Union Officers, Stewards, Safety Committee members when they are required to attend contract negotiations, Safety Committee or Grievance Procedure meetings with the Municipal District Representatives.
- (b) When Union Officers, Stewards, Safety and Bargaining Committee members are required to be absent from their regular workplace for any of the following:
 - (i) to meet with their counsel, Labour Board representatives and/or other government agency representative on official Union business
 - (ii) to conduct other Union business
 - (iii) to prepare for and conduct contract negotiations

For the purpose of contract negotiations, there will be a maximum of four (4) Union members present.

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

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

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

ARTICLE 29: MATERNITY, PARENTAL AND ADOPTION LEAVE

29.01 Maternity, Parental and Adoption Leave benefits shall be granted in accordance with the *Employment Standards Code of Alberta* as amended from time to time.

ARTICLE 30: COMPASSIONATE CARE LEAVE

30.01 An Employee who has been employed for at least ninety (90) days is entitled to unpaid Compassionate Care Leave for a period of up to twenty-seven (27) weeks for the purpose of providing care or support to a seriously ill family member.

30.02 Family member will include:

- (a) A Spouse or Common-law partner of the Employee;
- (b) A Child of the Employee or Child of the Employee's Spouse or Common-law partner;
- (c) A Parent of the Employee or Spouse or Common-law partner; and
- (d) Other person who is a member of a class of persons designated in the *Regulations* or defined by the *Employment Standards Code*.

30.03 If both parents are Employees, the Compassionate Care Leave may be shared between the Employees as long as the combined period of Compassionate Care Leave does not exceed twenty-seven (27) weeks.

30.04 The Employee must provide to the Employer a medical certificate issued by a physician stating that the family member named in the certificate has a serious medical condition with a significant risk of death within twenty-six (26) weeks from the date the certificate is issued or, if the leave was commenced before the certificate was issued, the day the leave began and that the family member requires the care and support of one or more family members.

30.05 An Employee who wishes to take Compassionate Care Leave must give the Employer at least two (2) weeks' written notice which must also include the date of the Employee's return to work, unless a shorter period of notice is necessary in the circumstances, in which case notice must be provided as soon as reasonable and practical in the circumstances.

- 30.06 Compassionate Care Leave may be taken in one or more periods, but no period of leave may be less than one (1) week's duration.
- 30.07 Compassionate Care Leave ends on the earliest of the following:
- (a) The last day of the work week in which the family member named in the medical certificate dies, the twenty-seven (27) weeks' Compassionate Care Leave ends; or
 - (b) The last day of work of the week in which an Employee ceases to provide care or support to the seriously ill family member.
- 30.08 During the course of an unpaid leave of absence in excess of one (1) month, the Employee shall cease to accrue further sick leave entitlement or vacation credits. All entitlements accumulated at the time that the Employee commenced the unpaid leave will remain intact and be available for use by the Employee upon their return to work.
- 30.09 Employees on Compassionate Care leave can continue their benefits during the period of their leave by pre-paying the Employee portion of the benefits for the length of time they will be on leave. If the Employee chooses to pay for his/her portion of the benefits, the Employer will continue to pay the Employer portion of the benefits.
- 30.10 An Employee who has been on Compassionate Care Leave must provide at least forty-eight (48) hours of written notice of the date on which the Employee intends to return to work unless the Employer and the Employee agree otherwise.

ARTICLE 31: DEATH OR DISAPPEARANCE OF CHILD LEAVE

- 31.01 An Employee who has been employed for at least ninety (90) days is entitled to a period of unpaid leave of fifty-two (52) weeks if the Employee is the parent of a child who has disappeared and it is probable, considering the circumstances, that the child disappeared as the result of a crime.
- 31.02 An Employee who has been employed for at least ninety (90) days is entitled to a period of unpaid leave of up to one-hundred and four (104) weeks if the Employee is the parent of a child who has died and it is probable, considering the circumstances, that the child died as the result of a crime.
- 31.03 The Employee will not be entitled to Death or Disappearance of Child Leave if they are charged with a crime that resulted in the death or disappearance of the child.
- 31.04 The period during which the Employee may take Death or Disappearance of Child Leave begins on the date on which the death or disappearance, as the case may be, occurs and ends in the case of disappearance fifty-two (52) weeks after the date on which the disappearance occurs or, in the case of death, one-hundred and four (104) weeks after the date on which the death occurs.

- 31.05 An Employee who wishes to take Death or Disappearance of Child Leave must give the Employer written notice as soon as reasonable and practical in the circumstances, which notice must include the estimated date of the Employee's return to work.
- 31.06 In the case of a child who disappears and is subsequently found alive, the Employee is to return to work fourteen (14) days after the date on which the child is found but no later than the end of the fifty-two (52) week period or, if the child is found dead, one-hundred and four (104) weeks after the day on which the disappearance occurred.
- 31.07 During the course of an unpaid leave of absence in excess of one (1) month, the Employee shall cease to accrue further sick leave entitlement or vacation credits. All entitlements accumulated at the time that the Employee commenced the unpaid leave will remain intact and be available for use by the Employee upon their return to work.
- 31.08 Employees on Death or Disappearance of Child Leave can continue their benefits during the period of their leave by pre-paying the Employee portion of the benefits for the length of time they will be on leave. If the Employee chooses to pay for his/her portion of the benefits, the Employer will continue to pay the Employer portion of the benefits.
- 31.09 An Employee who has been on Death or Disappearance of Child Leave must provide at least forty-eight (48) hours of written notice of the date on which the Employee intends to return to work unless the Employer and the Employee agree otherwise.

ARTICLE 32: CRITICAL ILLNESS LEAVE

- 32.01 (a) An Employee who has been employed for at least ninety (90) days and is a parent of a critically ill child is entitled to unpaid Critical Illness of Child Leave of up to thirty-six (36) weeks for the purposes of providing care or support to the child.
- (b) An Employee who has been employed for at least ninety (90) days and is a family member of a critically ill adult is entitled to unpaid Critical Illness of Adult Leave of up to sixteen (16) weeks for the purposes of provided care or support to the adult.
- 32.02 If more than one parent is employed by the Employer, the Employer is not required to grant the Critical Illness of Child Leave or Critical Illness of Adult Leave to more than one Employee at a time.
- 32.03 If more than one child of the parent is critically ill as a result of the same event, the period in which the Employee may take Critical Illness of Child Leave begins on the date specified in the medical certificate issued in respect of any child who is critically ill and ends:
- (a) On the date of the last day of the work week in which the last critically ill child dies;
- (b) The expiration of thirty-six (36) weeks following the date leave began;
- (c) The expiration of the last period referenced within the medical certificate for the critically ill children; or

- (d) The last day of the work week in which the **Employee ceases to provide care and support to the last of the critically ill children.**
- 32.04 Critical Illness of Adult Leave begins on the date specified in the medical certificate issued in respect of the adult who is critically ill and ends:**
- (a) On the date of the last day of the work week in which the critically ill adult dies;
 - (b) The expiration of sixteen (16) weeks following the date leave began;
 - (c) The expiration of the last period referenced within the medical certificate for the critically ill adult; or
 - (d) The last day of the work week in which the **Employee ceases to provide care and support to the critically ill adult.**
- 32.05 The Employee must provide the Employer with a medical certificate issued by a physician stating:**
- (a) That the child or adult is critically ill and requires care and support;
 - (b) The start date of the period during which the child or adult requires that care and support;
 - (c) The end date of the period during which the child or adult requires that care and support; and
 - (d) If the leave was begun before the certificate is issued, the day leave began.
- 32.06 An Employee who wishes to take Critical Illness of Child or Adult Leave must give the Employer at least two (2) weeks' written notice, such notice must also include the estimated date of the Employee's return to work, unless a shorter notice period is necessary in the circumstances, in which case notice must be provided as soon as reasonable and practical in the circumstances.**
- 32.07 Critical Illness of Child or Adult Leave may be taken in one or more periods, but no period of leave may be less than one (1) week's duration.**
- 32.08 During the course of an unpaid leave of absence in excess of one (1) month, the Employee shall cease to accrue further sick leave entitlement or vacation credits. All entitlements accumulated at the time that the Employee commenced the unpaid leave will remain intact and be available for use by the Employee upon their return to work.**
- 32.09 Employees on Critical Illness of Child or Adult Leave can continue their benefits during the period of their leave by pre-paying the Employee portion of the benefits for the length of time they will be on leave. If the Employee chooses to pay for his/her portion of the benefits, the Employer will continue to pay the Employer portion of the benefits.**
- 32.10 If an Employee has been on Critical Illness of Child or Adult Leave, they must provide at least forty-eight (48) hours' notice of the date on which the Employee intends to return to work, unless the Employer and the Employee agree otherwise.**

ARTICLE 33: LONG-TERM ILLNESS OR INJURY LEAVE

- 33.01 An Employee who has been employed by the Employer for at least ninety (90) days is entitled to unpaid leave due to the illness or injury or quarantine of the Employee.
- 33.02 The Employee is entitled to no more than sixteen (16) weeks of Long-Term Illness or Injury Leave in a calendar year.
- 33.03 The Employee must provide the Employer with a medical certificate issued by a physician stating the estimate duration of the leave.
- 33.04 During the course of an unpaid leave of absence in excess of one (1) month, the Employee shall cease to accrue further sick leave entitlement or vacation credits. All entitlements accumulated at the time that the Employee commenced the unpaid leave will remain intact and be available for use by the Employee upon their return to work.
- 33.05 Employees on Long-Term Illness or Injury Leave can continue their benefits during the period of their leave by pre-paying the Employee portion of the benefits for the length of time they will be on leave. If the Employee chooses to pay for his/her portion of the benefits, the Employer will continue to pay the Employer portion of the benefits.
- 33.06 The Employee must provide at least forty-eight (48) hours' written notice of the date on which the Employee intends to return to work unless the Employer and the Employee agree otherwise.

ARTICLE 34: DOMESTIC VIOLENCE LEAVE

- 34.01 Domestic Violence Leave occurs when an Employee, the Employee's dependent child or a protected adult who lives with the Employee is subjected to any intentional or reckless act or omission that causes injury or property damage and that intimidates or harms a person; any act or threatened act that intimidates a person by creating a reasonable fear of property damage or injury to a person; conduct that reasonably, and in all circumstances, constitutes psychological or emotional abuse; forced confinement; sexual contact of any kind that is coerced by force, threat of force or stalking.
- 34.02 An Employee who is the victim of domestic violence and has been employed for at least ninety (90) days is entitled to unpaid Domestic Violence Leave of up to ten (10) days in a calendar year.
- 34.03 The Employee may take Domestic Violence Leave for one or more of the following purposes:
- (a) To seek medical attention for the Employee or the Employee's dependent child or protected adult in respect of the physical or psychological injury or disability caused by the domestic violence;
 - (b) To obtain services from a victims' services organization;

- (c) To obtain psychological or other professional counselling for the Employee or the Employee's dependent child or a protected adult;
 - (d) To relocate temporarily or permanently; and
 - (e) To seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence.
- 34.04 Before taking Domestic Violence Leave, the Employee must give the Employer as much notice as reasonable and practicable in the circumstances.
- 34.05 The Employee must provide at least forty-eight (48) hours' written notice of the date on which the Employee intends to return to work unless the Employer and Employee agree otherwise.

ARTICLE 35: PERSONAL OR FAMILY RESPONSIBILITY LEAVE

- 35.01 An Employee who has been employed for at least ninety (90) days is entitled to up to five (5) days of unpaid leave in a calendar year, but only to the extent that the leave is necessary for the health of the Employee or for the Employee to meet his or her family responsibilities in relation to a family member.
- 35.02 Before taking Personal or Family Responsibility Leave, the Employee must give the Employer as much notice as is reasonable and practicable in the circumstances.
- 35.03 The Employee must provide a least forty-eight (48) hours' written notice of the date on which the Employee intends to return to work unless the Employer and the Employee agree otherwise.

ARTICLE 36: LEAVE FOR CITIZENSHIP CEREMONY

- 36.01 An Employee who has been employed for at least ninety (90) days is entitled to up to one-half (½) day of unpaid leave to attend a citizenship ceremony to receive a certificate of citizenship as provided for under the *Citizenship Act (Canada)*.
- 36.02 Before taking a Leave for Citizenship Ceremony, the Employee must give the Employer as much notice as is reasonable and practicable in the circumstances.

ARTICLE 37: JOB POSTINGS FOR PROMOTION

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

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

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

- 37.02 Such notice shall contain the nature of the position, qualifications, education, and salary rate or range. Qualifications and education for the position shall be relevant to the actual work expected to be performed.
- 37.03 Employees applying for any position who have the required ability, qualifications and training directly related to the work to be performed shall be selected on the basis of the Employee having the longest bargaining unit wide seniority.
- 37.04 Appointments shall be posted on the bulletin board within one (1) week of the job position being filled.
- 37.05 An Employee who is successful in achieving a new position under this Article shall be considered on a trial period in the new position for a period of twelve (12) weeks. During this trial period the Employee may return to their former position and rate of pay providing:
- (a) The Employee chooses to return.
 - (b) The Employer is not satisfied with the work of the Employee. Should the Employer not be satisfied they shall provide the Employee, in writing, with the reasons for their dissatisfaction.
 - (c) The Employer shall complete a written evaluation for all Employees by the midway point of their trial period.
- 37.06 When a Seasonal Employee or casual achieves a permanent position, they shall have all past hours worked credited in the appropriate rate of years of service. Such credits will be counted for seniority and vacation entitlements.
- 37.07 The Employer, due to specific position requirements, may require the Employee to submit to a medical assessment performed by a physician. The cost of such examination shall be borne by the Employee.
- 37.08 The Employer may request the Employee provide a Criminal Record Check and/or Driver's Abstract or such information is relevant to the Employees position with the Employer.

ARTICLE 38: GENERAL CONDITIONS

38.01 Participation in the Local Authorities Pension Plan (LAPP) shall become a condition of employment for all Full-time-Employees within the bargaining unit.

38.02 Change in Rate of Pay:

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

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

38.04 Where the Employer does not designate, as specified in Clause 38.03, no Employee shall be required to perform any duties other than what his normal classification requires.

38.05 (a) An Employee who is designated to inspect bridges and has the proper Bridge Inspector's Certificate shall be two dollars and fifty cents (\$2.50) per hour above their hourly rate of pay for all hours worked inspecting bridges.

(b) The Parties hereby agree that an employee who is designated to perform infrastructure maintenance and has the proper certification (craftsman, where possible), shall be paid an additional premium of two dollars and fifty cents (\$2.50) per hour above their hourly rate of pay for all hours worked on infrastructure maintenance.

38.06 The Employer will pay an Employee required to regularly use their mobile phone for municipal business twenty dollars (\$20.00) per month.

38.07 Failure of the Employee to meet or maintain the established occupational licensing or certification requirements of their position may result in immediate dismissal for just cause.

38.08 In the event that there is concern about the Employee's medical suitability for a position, on the basis of the Employee's ability to perform the work safely or the Employee's health negatively impacting job performance, the Employer will first request the Employee provide appropriate medical confirmation of the Employee's ability to safely perform the duties of the position.

If such information is not forthcoming, or the Employer remains concerned about the Employee's medical suitability for the position, the Employer may require the Employee to attend a medical examination that is conducted by a qualified medical professional. The Employer will cover the cost of the medical examination and request and such examination is conducted in a manner that respects the Employee's dignity and privacy.

An Employee who refuses to comply with the Employer's reasonable requests to attend a medical examination as described above will not be eligible for promotion or transfer.

38.09 Payment of Medical Certificates

Where an employee is required to supply a medical certificate or report by the Employer, costs not otherwise covered will be reimbursed by the Employer.

38.10 An Employee's eligibility for any monetary allowance outlined in this Agreement shall cease upon the Employer receiving written confirmation of the Employee's decision to retire or resign. All other applicable rights and entitlements will remain intact until the Employee's resignation or retirement takes effect.

ARTICLE 39: HOURLY WAGE RATES

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

ARTICLE 40: TOOL AND CLOTHING ALLOWANCE

40.01 Tool Allowance:

- (a) The Employer agrees to pay Mechanics a tool allowance of up to one thousand dollars (\$1,000.00) per year upon submission of receipts. Mechanics will be eligible for this benefit upon successful completion of their probationary period.
- (b) For those mechanics who provide their own tools to perform their duties at the Municipal District, the Municipal District agrees to ensure those tools that are permanently housed at the Municipal District.

40.02 Safety Allowance:

- (a) It is mandatory that all Employees wear CSA approved boots with adequate ankle support while on the job. Each Employee will be reimbursed up to a maximum of four hundred fifty dollars (\$450.00); every two years of working service, for CSA approved boots, with ankle support.
- (b) The Employer will issue two (2) pairs of coveralls (the Employee has a choice of summer or insulated coveralls) to each Employee upon commencement of employment with the Municipal District, and one (1) pair of coveralls (the Employee has a choice of summer or insulated coveralls) every twelve (12) working months thereafter, on an as needed basis, due to damage. Current practice for Employees requiring coveralls for specific duties shall apply.

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

- (c) The Employer will issue two (2) pairs of gloves to each Employee upon commencement of employment with the Municipal District. Replacement gloves will be provided to an Employee who returns gloves that have been damaged.
- (d) Personal protective equipment as required by Occupational Health and Safety regulations.
- (e) Employees shall be allowed two hundred dollars (\$200.00) for safety per year.

ARTICLE 41: OCCUPATIONAL HEALTH AND SAFETY

41.01 The Union and the Employer recognize, and will promote compliance with, the *Occupational Health and Safety Code* and its *Regulations*.

41.02 Cooperation on Safety:

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

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

41.03 Union/Employer Health and Safety Committee:

A Joint Worksite Health and Safety Committee (JWHSC) composed of an equal number of Union and Employer representatives will be established with a minimum of three (3) Union and three (3) Employer members.

The JWHSC shall hold meetings at least once every two (2) months or more frequently, if requested by the Union or the Employer, regarding considering, monitoring, inspecting, investigating, reviewing, and improving health and safety conditions and practises as well as in the event of any incident which requires investigation pursuant to the *Occupational Health and Safety Code* and the *Regulations* thereto. Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Union.

41.04 Time Off for Health and Safety Training:

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

41.05 Right to Refuse or Stop Unsafe Work:

A member of the Health and Safety Committee shall have the right to stop any work considered unsafe or hazardous. No Employee shall be discharged, penalized or discipline for refusing to work on a job or in any workplace, or to operate any equipment where they or a member of the Health and Safety Committee believes that it would be unsafe or unhealthy. Where a stoppage occurs where an Employee refuses to conduct work, the refusal shall be investigated by at least two (2) members of the JWHSC and determination made in compliance with the *Occupational Health and Safety Code and Regulations* thereto.

41.06 Occupational Health and Safety Regulations:

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

41.07 First Aid Certificate:

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

ARTICLE 42: STANDBY/ON-CALL

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

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

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

42.04 Employees on Standby will be required to carry out planned or predetermined safety checks and receive any calls required pursuant to the Working Alone Policy.

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

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

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

42.07 Employees on Standby shall be paid the following rate of pay:

Monday to Friday:

– two (2) hours pay at Lead Hand Rate for each working day on Standby

Saturday, Sunday and General Holidays:

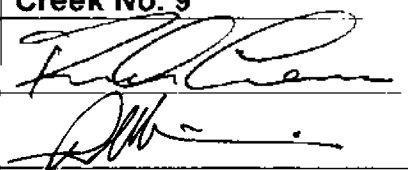
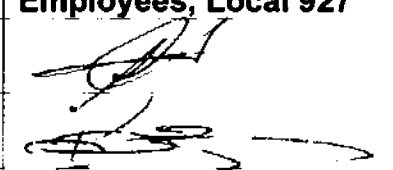
– four (4) hours pay at Lead Hand Rate for each day on Standby

42.08 If an Employee is required to leave their residence to respond to a call or attend to a Public Works Emergency, the Employee will be paid at the applicable overtime rates of pay.

**** ** ****

IN WITNESS WHEREOF the Parties have executed this Collective Agreement by affixing hereto, the signatures of their proper Officers in that behalf.

Signed this 17 day of Oct. 2023.

<p>Signed on behalf of Employer: The Municipal District of Pincher Creek No. 9</p> 	<p>Signed on behalf of Union: Canadian Union of Public Employees, Local 927</p> 
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APPENDIX "A": HOURLY WAGE RATES

CLASSIFICATION	Jan. 1, 2023 (+3%)	Jan. 1, 2024 (+3%)	Jan. 1, 2025 (+3%)	Jan. 1, 2026 (+3%)
Labourer I	\$32.31	\$33.28	\$34.28	\$35.31
Labourer II	\$32.81	\$33.79	\$34.80	\$35.85
Operator II & Temporary Operator	\$35.14	\$36.20	\$37.28	\$38.40
Operator III	\$36.39	\$37.48	\$38.61	\$39.76
Operator IV	\$38.46	\$39.61	\$40.80	\$42.03
Mechanic	\$43.91	\$45.23	\$46.58	\$47.98
Welder	\$39.00	\$40.17	\$41.37	\$42.61
Seasonal Labourer	\$25.02	\$25.77	\$26.54	\$27.34
Seasonal Operator I	\$26.10	\$26.88	\$27.69	\$28.52
Seasonal Operator II	\$27.19	\$28.01	\$28.85	\$29.71
Seasonal Operator III	\$28.28	\$29.13	\$30.01	\$30.91

CLASSIFICATION	Jan. 1, 2023 to Dec. 31, 2026
Heavy Duty Mechanic	\$48.91/hour
Shop Foreman	\$53.21/hour

CLASSIFICATION EXPLANATION

Seasonal Operator I – Class 5 Driver's License – Smaller Equipment

Seasonal Operator II – Class 3, Class 3 with Air – Vehicles requiring this classification of license

Seasonal Operator III – Class 1 – Gravel Truck, Tractor Trailer

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

CLASSIFICATION	Jan. 1, 2023 (+3% lump sum)	Jan. 1, 2024 (+3 lump sum)	Jan. 1, 2025 (+3% lump sum)	Jan. 1, 2026 (+3% lump sum)
Heavy Duty Mechanic	\$3051.98	\$3143.54	\$3237.85	\$3334.99
Shop Foreman	\$3320.30	\$3419.91	\$3522.51	\$3628.19

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

CLASSIFICATION EXPLANATION

Labourer I applicable to persons in first calendar year of employment.

Labourer II applicable to persons in their second and/or subsequent calendar year(s) of employment.

LETTER OF UNDERSTANDING #1:

BETWEEN

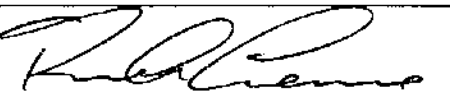



THE MUNICIPAL DISTRICT OF PINCHER CREEK No. 9
(Hereinafter referred to as the "Employer")

- AND -

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

1. Both Parties recognize the designation of Lead Hand duties will be assigned by the Public Works Manager, or designate, to permanent Employees who have successfully completed Leadership for Safety Excellence. [Article 38.03]
2. Both Parties agree that standby will be undertaken for the Water Plant on a as needed basis, with the permission of Public Works Manager, or designate. Therefore, Article 42 and all its sections, apply to Water Plant Operations only.

Signed this 12 day of Oct 2023.

Signed on behalf of Employer: The Municipal District of Pincher Creek No. 9	Signed on behalf of Union: Canadian Union of Public Employees, Local 927
	
	

LETTER OF UNDERSTANDING #2: Designation of a Field Lead

BETWEEN

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

- AND -

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

RE: DESIGNATION OF A FIELD LEAD (Permanent Lead Hand)

Both parties agree that a Field Lead be added as part of the current Collective Agreement and that the following amendments are to be made.

1. Appendix "A" – Hourly Wage Rates:

- 1.1 Effective MM/DD/YYYY a Field Lead will be paid a salary within the approved salary grid:

Classification	Level 1	Level 5
Field Lead	82,500	94,670

- 1.2 The Employer shall conduct an annual formal review and evaluation of the performance of the Field Lead.
- 1.3 Any increases to the Field Lead salary will be based on performance and within the approved salary grid.
- 1.4 A Field Lead is a supervisory role. Therefore, has the following additional duties:
- 1.4.1 Supervisory responsibilities, including but not limited to: training, coaching and mentoring of internal workers.
 - 1.4.2 Oversee projects ensuring tasks are complete in a safe and timely manner.
 - 1.4.3 Lead in promoting and improving practices which encourage a safe and healthy work environment.
 - 1.4.4 Responsible for ensuring health and safety concerns are reported to either the Public Works Manager, Road Foreman, Health and Safety Specialist or the Human Resources Specialist.
 - 1.4.5 Leader in adherence to Municipal Policies and Procedures.
 - 1.4.6 Perform other related duties as assigned by the Public Works Manager or designate.
- 1.5 The current years raise, takes effect on the first full two week pay cycle within the current fiscal period.

2. **Article 19 – Overtime:**

- 2.1 As the Field Lead is at the Supervisory level it is exempt from conventional actual of banked time and overtime pay. The Employer recognizes that the Field Lead must have the flexibility to accommodate the changeable and sometimes unpredictable workload demands. Therefore, the Field Lead, will have the discretion in scheduling his work accordingly in consultation with the approval from the Public Works Manager, or designate.
- 2.2 In the event of an emergency or a winter storm event, the Field Lead may be authorized by the Public Works Manager, or designate, to work in the capacity of an Operator IV. As such, the Field Lead will qualify for overtime rates as set out in the Alberta Employment Standards.

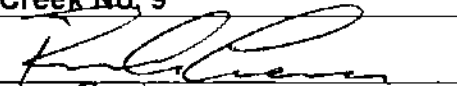
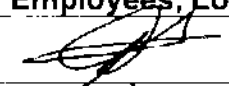
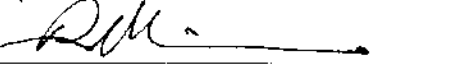

3. **Article 38 – General Conditions:**

- 3.1 Any premiums (i.e., training, infrastructure, lead-hand, etc.) do not apply to a salaried Union Employee.
- 3.2 The Employer agrees to provide the Field Lead with an Employer phone. Therefore, Section 38.06 does not apply.
- 3.3 A Field Lead will always be the designated lead hand. Therefore, Operators may not be assigned Lead Hand should the Field Lead be present.
- 3.4 A Field Lead is not an automatic advancement. Therefore, Operators are not eligible for any change in pay as outlined in Section 38.02 when comparing to a supervisory salaried Union position.

4. **Article 37 – Job Postings for Promotion:**

- 4.1 Both parties recognize that Article 37.03 is a violation of Managements Rights (Article 4). Management agrees to consider internal Employees applying for any position on the basis of merit and experience. It is understood that Management reserves the right to hire either internally or externally and is not bound by Union Seniority.

Signed this 17 day of Oct 2023.

Signed on behalf of Employer: The Municipal District of Pincher Creek No. 9	Signed on behalf of Union: Canadian Union of Public Employees, Local 927
	
	

LETTER OF UNDERSTANDING #3: Adjustment of Sick Leave

BETWEEN

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


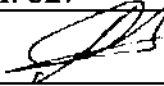

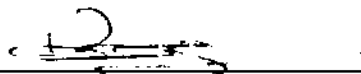
- AND -

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

RE: SICK LEAVE

Upon ratification, the Parties agree that with the adjustment of Sick Leave (ARTICLE 23), all unused sick time earned by Employees, to a maximum of one hundred and twenty (120) days, shall be paid to the Employee in the form of one-time lump-sum payment to be allocated on the basis of eight (8) hours regular pay for all unused sick day(s).

Signed this 2 day of Oct 2023.

Signed on behalf of Employer: The Municipal District of Pincher Creek No. 9	Signed on behalf of Union: Canadian Union of Public Employees, Local 927
	
	

LETTER OF UNDERSTANDING #4: Labour Management

BETWEEN

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

- AND -

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

RE: LABOUR MANAGEMENT

Within six (6) months of ratification, the Parties agree to meet to discuss issues that may arise out of the implementation and application of the Collective Agreement. Upon mutual agreement of the Parties, they may develop a letter of understanding to address any issues of implementation and application of the Collective Agreement. The Parties acknowledge the value of meeting to discuss issues or application and implementation of the Collective Agreement throughout the life of the agreement and will endeavor to meet as needed to discuss.

Signed this 12 day of Oct 2023.

Signed on behalf of Employer: The Municipal District of Pincher Creek No. 9	Signed on behalf of Union: Canadian Union of Public Employees, Local 927
