

COLLECTIVE AGREEMENT

BETWEEN



Community Peace Officer Unit

AND



The International Union of Operating Engineers – Local Union No. 955

Period: January 1, 2016 to December 31, 2019

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ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Collective Agreement is to promote a mutually beneficial relationship between the Employer and the Union and to set forth terms and conditions of employment.

ARTICLE 2 – DEFINITIONS

- 2.01
- a) **Full-time Permanent:** means an employee who works on a full-time basis and who has successfully completed the required probationary period; and in a position that is anticipated to be ongoing.
 - b) **Part-time Permanent:** means an employee who works less than full-time hours and who has successfully completed the required probationary period; and in a position that is anticipated to be ongoing.
 - c) **Casual:** means a person who works on a call-in basis, and is not regularly scheduled; or is regularly scheduled for a period of three (3) months or less for a specific job, or relieves for an absence the duration of which is three (3) months or less.
 - d) **Long term Temporary (full-time or part-time):** means an employee who is hired on a temporary basis, for a full or part-time position; for a specific job of more than six (6) months; or replaces a permanent employee on leave, where the leave is expected to be in excess of six (6) months. The work is for a predetermined period of time, with an anticipated end-date.
 - e) **Short term Temporary (full-time or part-time):** means an employee who is hired on a temporary basis, for a full or part-time position; for a specific job of more than three (3) months but less than six (6) months; or replaces a permanent employee on leave, where the leave is expected to be in excess of three (3) months and six (6) months or less. The work is for a predetermined period of time, with an anticipated end-date.

ARTICLE 3 - TERM OF THE COLLECTIVE AGREEMENT

- 3.01 Unless specified elsewhere in this Collective Agreement, this Collective Agreement shall be in full force and effect as of the first (1st) day of January 2016, and shall continue in full force and effect through and including the thirty-first (31st) day of December 2019, and from year to year thereafter unless written notice to commence collective bargaining is given by either party not less than sixty (60) nor more than one hundred and twenty (120) days prior to the expiry date of this Collective Agreement.

- 3.02 Where notice is served by either party to commence collective bargaining, this Collective Agreement shall continue in full force and effect until a new Collective Agreement has been executed.
- 3.03 Negotiated increases will apply only to employees employed at or subsequent to the latter of the dates of ratification of the parties to this Collective Agreement.

ARTICLE 4 – SCOPE

- 4.01 The Employer recognizes the Union as the sole bargaining agent for all the Community Peace Officers Level I and Level II and Poundkeepers of the Protective Services Department (hereinafter referred to as the Department), excluding incumbents of managerial positions established by the Employer and incumbent(s) of the following positions:
- Manager, Community & Protective Services (Hereinafter referred to as the Manager)
Supervisor, Enforcement Services
Supervisor, Bylaw Services
Supervisor, Patrol
- 4.02 The Employer shall not enter into any agreement with any individual employee or group of employees in the bargaining unit respecting the expressed terms and conditions of this Collective Agreement.

ARTICLE 5 – APPLICATION

- 5.01 Casual and Short term temporary employees shall receive all the provisions of this Collective Agreement except:
- | | |
|--------------|--------------------------|
| Article 12 | Seniority |
| Article 13 | Lay-Off and Recall |
| Article 14 | Probationary Employees |
| Article 15 | Employment Opportunities |
| Article 16 | Discipline and Dismissal |
| Article 17 | Leaves of Absence |
| Article 18 | Annual Vacation |
| Article 19 | Named Statutory Holidays |
| Article 23 | Sick Leave |
| Article 24 | Benefits |
| Article 25 | Grievance Procedure |
| Article 30 | Additional Allowances |
| Clause 30.03 | (a) and (b) |

Note: Annual vacation and named holidays will be in accordance with the *Employment Standards Code*.

- 5.02 Long term Temporary employees shall receive all the provisions of

this Collective Agreement except:

Article 12 Seniority
Article 13 Lay-Off and Recall
Article 14 Probationary Employees
Article 17 Leaves of Absence
Article 24 Benefits
Clause 24.01 (a) and (b), Clause 24.05
Article 25 Grievance Procedure
Article 30 Additional Allowances
Clause 30.03 (a) and (b)

Note: Clause 23.01 Employer shall grant Long term Temporary full-time employees ninety-six (96) hours of sick leave per year. is pro-rated for Long term Temporary

ARTICLE 6 - SECURITY

- 6.01 Any employee who, as of the effective date of this Collective Agreement, is a member in good standing of the Union, or who may become a member during the life of this Collective Agreement shall, as a condition of employment, continue such membership to the extent of paying the regular monthly dues uniformly required of the Union members as a condition of retaining membership in the Union.
- 6.02 Any employee hired under the terms of this Collective Agreement shall, as a condition of employment, make application for membership in the Union within thirty (30) days.

ARTICLE 7 - MANAGEMENT RIGHTS

- 7.01 The Union recognizes the Employer's retention of those residual rights of management that are not specifically limited by the expressed terms of the Collective Agreement.

ARTICLE 8 - UNION DUES

- 8.01 All employees covered by this Collective Agreement shall pay monies equal to the established dues of the Union as set out from time to time by the membership.
- 8.02 The Employer agrees to forward all union dues deducted to the Union on or before the fifteenth (15th) day of the next month following the month for which dues have been deducted, together with a list of names and social insurance numbers of all employees from whom the dues were deducted indicating amount and purpose.
- 8.03 Notification of any change in dues as aforesaid, shall be given by the Union to the Employer in writing at least thirty (30) days prior to the

effective date of change.

ARTICLE 9 - UNION REPRESENTATIVES AND SHOP STEWARDS

- 10.01 The Shop Steward **must be a permanent, full-time employee to be eligible and** is accepted in principle by the Employer. The Union shall list with the Manager the current Shop Stewards to a maximum of two (2) and the Shop Stewards shall be recognized by the Employer as part of the Grievance Procedure. The names of the Shop Stewards and the areas they represent shall be supplied in writing to the Employer within ten (10) days of the appointment of Shop Stewards.
- 10.02 The Employer agrees that a Shop Steward may conduct a review of any dispute arising from the application of this Collective Agreement. Where permission is granted to a Shop Steward from the non union supervisor to leave their employment for up to two (2) hours, the Steward shall suffer no loss of pay or benefits. Permission to leave the work site shall not be unreasonably withheld. The review process may only utilize Employer controlled information after appropriate consent is obtained from the Chief Administrative Officer.
- 10.03 The Union shall maintain with the Employer a current list of the Union Executive and the office they hold. The list shall identify a maximum of two (2) **Shop Stewards** who are authorized to do business on behalf of the Union. When permission is granted from the Employer to **a Shop Steward**, who is authorized to do business on behalf of the Union, to leave their employment temporarily with respect to Union business or grievances, no loss of pay or benefits shall result. Such permission is not to be unreasonably withheld.

ARTICLE 10 – OPERATIONS ADVISORY COMMITTEE

- 9.01 The Union may appoint two (2) **Shop Stewards** to the **Operations Advisory Committee** **and at least** one (1) **must** attend the meeting. The Business Agent may also attend.

ARTICLE 11 - CLASSIFICATIONS

- 11.01 The establishment and maintenance of a classification plan covering employees within the jurisdiction of the Union shall be the responsibility of the Employer. The Employer shall develop classification specifications in accordance with the classification plan and shall provide specifications to the Union as they become available. The Employer shall consult with the Union to discuss any changes to the classification specifications prior to implementation.
- 11.02 It is agreed that the Employer may institute new classifications and that the wage rates for these classifications shall be fixed by the Employer in writing within five (5) working days, after consultation

with the Union.

ARTICLE 12 - SENIORITY

12.01 FULL-TIME EMPLOYEES

Seniority is defined as the period of time attributed to a Full-time employee in recognition of the employee's length of unbroken and continuous service in the positions within the scope of this Collective Agreement based on fifty-two (52) weeks per year on a year to year basis.

12.02 PART-TIME EMPLOYEES

Seniority is defined as the period of time attributed to a Part-time employee in recognition of the employee's length of unbroken and continuous service within the scope of this Collective Agreement.

12.03 If the employees should have the same starting date, the Employer shall place them on the list as per previous training and experience.

12.04 Seniority shall only accrue during:

- a) periods the employee is at work except during the probationary period. After successful completion of the probationary period, seniority shall be effective from the date the employment commenced;
- b) periods of authorized leaves of absence for up to one (1) month in any year;
- c) periods of absence because of illness, disability or injury for up to six (6) months in any year.

12.05 Seniority shall be maintained, but shall not accrue during:

- a) periods of authorized leaves of absence in excess of one (1) month;
- b) periods of absence because of illness, disability or injury in excess of six (6) months;
- c) lay-offs, not exceeding a total of six (6) months in any year.

- 12.06 Seniority shall be lost and an employee shall be deemed terminated for any one of the following reasons:
- a) any period of absence, including illness, disability or injury in excess of twenty-four (24) months;
 - b) upon return to work or within three (3) days of the expiration of the leave, an employee fails to provide reasons satisfactory to the Employer for failing to return to work on termination of any authorized leave of absence, vacation or suspension;
 - c) is laid off in excess of six (6) months;
 - d) is recalled to work after a layoff and fails to advise the Employer within five (5) working days of the giving of notice sent by registered mail to his/her last address on record with the Employer that he intends to return to work, or fails within that period of time to provide the Employer with an acceptable reason for not returning to work and further if an employee fails to return to work within a period of five (5) working days of being so notified to do so by the Employer;
 - e) the employee resigns or retires;
 - f) is discharged.
- 12.07 If any employee is promoted or transferred to another job within the Parkland County but outside the unit covered by this Collective Agreement and later returns to a job covered by this Collective Agreement, he/she will maintain his/her seniority that he/she had when promoted or transferred but shall not accumulate seniority while working outside the Collective Agreement.
- 12.08 When promotions within the Department are being considered and where all other factors are relatively equal in the opinion of the Employer, then seniority shall be the deciding factor.
- 12.09 By March 1st of each year, the Employer will provide to the Union a seniority list current to December 31st of the prior year.

ARTICLE 13 - LAY-OFF AND RECALL

- 13.01 In the event of a lay-off by the Employer, employees shall be laid off in reverse order of seniority, such that the least senior employee shall be the first laid off, subject to remaining employees having the ability to perform the work required. This Clause shall apply to the Community Peace Officer Level I as one group, and to the Community Peace Officer Level II and Poundkeeper as a separate group.

- 13.02 When vacancies occur, the Employer shall recall employees within the bargaining unit from lay-off first, until no employees within the applicable group remain on lay-off. This shall be done in order of seniority such that the most senior employee shall be the first recalled, subject to the recalled employee having the ability to perform the work required. This Clause shall apply to the Community Peace Officer Level I as one group, and to the Community Peace Officer Level II and Poundkeepers as a separate group. Application of this Article shall not result in a promotional opportunity for an employee.
- 13.03 If it becomes necessary to reduce the work force, the Employer will provide twenty-eight (28) calendar days notice or such greater notice as set out in the *Employment Standards Code* to such employees affected. Should the Employer not provide such notice, the Employer will provide full wages to fulfill the period up to the twenty-eight (28) calendar days notice or such greater notice as set out in the *Employment Standards Code*.
- 13.04 No new employee shall commence employment while employees of the same classification are on lay-off.

ARTICLE 14 - PROBATIONARY PERIOD

- 14.01 The probationary period for all newly hired employees shall be twelve (12) months worked.
- 14.02 ~~All newly hired employees~~ Probationary employees shall be entitled to all terms and conditions of this Collective Agreement ~~after the date employment commenced~~ except with regard to discharge. A probationary period applies to newly hired employees and employees who are promoted or transferred. Employment of probationary employees may be terminated at any time during their probationary period at the Employer's sole discretion. ~~and no access to the grievance procedure will be available.~~ The termination of an employee's employment during the probationary period is not subject to the arbitration procedures in this Collective Agreement.
- 14.03 Once an employee has completed their probationary period, the Employer will not reinstate the employee to a probationary period for reasons of discipline.

ARTICLE 15 - EMPLOYMENT OPPORTUNITIES

- 15.01 In filling a new Full-time or Part-time permanent position or a vacancy of the same, the Employer shall post a notice of vacancy on a bulletin board in the office of the Department for a minimum of **seven (7) consecutive** days so that all employees will have knowledge of same. Any employee may make written application to the Employer if they so desire. Notice of vacancy shall contain the following information:

nature of position, qualifications and rate of pay.

- 15.02 The Employer agrees that present employees of this Collective Agreement, all other things being relatively equal in the opinion of the Employer, shall have the first opportunity to fill the vacancy referred to in the foregoing.
- 15.03 When a vacancy has been filled, a notice showing who has been accepted shall be posted on all bulletin boards as set out in Clause 15.01 within ten (10) working days.
- 15.04 When promotions are being considered, and where all other factors are relatively equal in the opinion of the Employer, then seniority shall be the deciding factor.

ARTICLE 16 - DISCIPLINE AND DISMISSAL

- 16.01
 - a) Discipline in this Collective Agreement is defined as: any action by the Employer imposed on the employee, to include the following:
 - 1) warning letter;
 - 2) suspension with or without pay;
 - 3) dismissal.
 - b) The Employer shall forward all correspondence with regards to disciplinary action imposed, to the Business Agent and the employee involved.
- 16.02 Any employee, should he/she so choose, shall be permitted to have a Union representative present when he/she is being subject to any disciplinary action.
- 16.03 Any employee within the scope of this Collective Agreement shall not be designated by the Employer to conduct any investigation for the purpose of the *Peace Officer's Act*.
- 16.04 The employee shall be advised in writing of any discipline involving the Solicitor General.
- 16.05 Should a member of the public make a written complaint which causes an investigation against an employee, the Employer shall notify the employee involved by memorandum within ten (10) working days upon the Employer receiving such complaint.
- 16.06 Any discipline imposed through the Solicitor General under the *Peace Officer's Act* shall not be subject to the grievance and arbitration process.

- 16.07 Employees shall, upon two (2) working days notice, be allowed to review their personnel file.
- 16.08 Any written documents pertaining to disciplinary action or dismissal shall be removed from the employee's file when:
- a) Such disciplinary action or dismissal has been grieved and determined to be unjustified.
 - b) An employee may apply in writing to have their disciplinary record removed from their personnel file after thirty-six (36) months have elapsed provided an employee has maintained a clear record with no disciplinary action for thirty-six (36) months. Approval of application is upon the Employer's discretion.

ARTICLE 17 - LEAVES OF ABSENCE

- 17.01 The Employer may grant leaves of absence with or without pay upon written request with particulars from an employee.
- 17.02 If the employee requests this leave due to illness in the family, a medical certificate may be required indicating the employees' presence is necessary.
- 17.03 In the event of a death of a member of the employee's immediate family, up to three (3) shifts leave with pay will be granted to attend to their social and family responsibilities.
- 17.04 If considerable travel is involved, up to two (2) shifts travel time with pay may be granted.
- 17.05 Immediate family includes spouse, parent, child, sister, brother, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandchild, grandparent, grandparent-in-law, mother-in-law, father-in-law.
- 17.06 Employees requesting bereavement leave will discuss leave requirements with the Manager or his/her designate to reach agreement upon the period of leave required.
- 17.07 Leaves of absence for collective bargaining will be limited to a maximum of two (2) patrol employees. The affected wages of the employees on the Union Negotiating Committee during the course of negotiations will be shared equally by the Employer and the Union. Unless otherwise agreed to, negotiation meetings shall be conducted during normal working hours and no further compensation shall be paid for any time in excess of an employee's normal working hours.
- 17.08 In the event of a death of a close friend, or of a relative who is not in the immediate family, up to one half (1/2) shift with pay may be

granted at the sole discretion of the Employer to attend the funeral provided that prior approval is obtained from the Employer.

- 17.09 Bereavement leave will not be granted during any period where an employee is on vacation as the purpose of this leave is to ensure the employee will not let financial consideration (i.e. pay) prevent his/her attendance to his/her social and family responsibilities. If the employee is on vacation, no financial hardship will be involved in his/her attendance to the social and family responsibilities of bereavement.
- 17.10
- a) Maternity leave shall be awarded to any female employee in accordance with the provisions of the *Employment Standards Code*.
 - b) Employees applying for maternity leave who are normally eligible for benefits and/or sick leave, shall apply for employment insurance benefits at the earliest opportunity and remain in receipt of employment insurance benefits for the full period of time for which employment insurance is available to the employee during the maternity leave, in accordance with any SUB plan that the Employer has established with Employment Insurance.
 - c) Parental Leave shall be awarded to employees in accordance with the provisions of the *Employment Standards Code*.
 - d) The leaves under Clause 17.10 may be extended at the discretion of the Employer.

ARTICLE 18 - ANNUAL VACATION

- 18.01 Full-time employees shall earn annual vacation as follows:
- a) during each of the first (1st) through fourth (4th) years of Full-time continuous service such employee shall earn entitlement calculated on the basis of three (3) weeks per year (one hundred and twenty (120) hours) or
 - b) during each of the fifth (5th) through eleventh (11th) year of Full-time continuous service such employee shall earn entitlement calculated on the basis of four (4) weeks per year (one hundred and sixty (160) hours) or
 - c) during each of the twelfth (12th) through nineteenth (19th) year of Full-time continuous service such employee shall earn entitlement calculated on the basis of five (5) weeks per year (two hundred (200) hours) or
 - d) upon commencement of twenty (20) years of Full-time

continuous service such employee shall earn entitlement calculated on the basis of six (6) weeks per year (two hundred and forty (240) hours).

18.02 Part-time employees shall earn annual vacation as follows:

- a) during the first eight thousand three hundred and twenty (8,320) regular hours of continuous service such employee shall earn vacation entitlement at a rate of six percent (6%) of their hourly rate of pay or
- b) during the period between eight thousand three hundred and twenty (8,320) and twenty-four thousand nine hundred and sixty (24,960) regular hours of continuous service an employee shall earn vacation entitlement at a rate of eight percent (8%) of their hourly rate of pay or
- c) during the period between twenty-four thousand nine hundred and sixty (24,960) and thirty-nine thousand five hundred and twenty (39,520) regular hours of continuous service an employee shall earn vacation entitlement at a rate of ten percent (10%) of their hourly rate of pay or
- d) during the period after thirty-nine thousand five hundred and twenty (39,520) regular hours of continuous service an employee shall earn vacation entitlement at the rate of twelve percent (12%) of their rate of pay.

18.03 All vacation schedules shall be approved by the Employer.

ARTICLE 19- NAMED STATUTORY HOLIDAYS

19.01 a) All Full-time employees covered by this Collective Agreement shall, unless otherwise provided, be entitled to the following named statutory holidays:

New Years Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

and any other public holiday declared by the Federal Government, Provincial Government or County Council.

- b) In lieu of the Named Statutory Holiday provisions under this Article, Part-time employees will be paid four percent (4%) of their regular wages.

- 19.02 a) When a named statutory holiday falls on a day scheduled as a work day for a Full-time employee, the Full-time employee shall receive their regular wages for that day.
- b) When a named statutory holiday falls on a day not scheduled as a work day for a Full-time employee, the Full-time employee shall have the option to bank eight (8) hours or be entitled to regular pay for the eight (8) hours. Named statutory holidays banked shall be taken within one (1) year from when they are earned.
- 19.03 In the event that any of the named statutory holidays specified in Clause 19.01 a) above fall on a regular working day during the period of an annual vacation, eight (8) hours shall be added to a Full-time employee's annual vacation for each day so accruing.
- 19.04 All hours worked on any of the above named statutory holidays shall be paid for at the rate of two (2) times the regular rate.

ARTICLE 20 - HOURS OF WORK/SHIFT SCHEDULES

- 20.01 Hours of work for Full-time employees are, on average, forty (40) hours per week. Part-time employees, on average, work less than forty (40) hours per week.
- 20.02 Full-time employees shall work shifts scheduled by the Employer with an unpaid meal break and two (2) twenty (20) minute paid rest breaks. Should the employee be required to respond to an emergent issue during a meal break, this time shall be paid.
- 20.03 Part-time employees shall work shifts scheduled by the Employer with the following breaks:
- a) Three (3) hours or less - no break.
- b) Over three (3) hours but less than six (6) hours – one (1) twenty (20) minute paid rest break.
- c) Over six (6) hours – two (2) twenty (20) minute paid rest breaks and one (1) unpaid meal break.
- 20.04 The work week for employees shall be from Monday to Sunday inclusive.
- 20.05 Each employee shall be scheduled for at least one (1) day off per week and eight (8) days off within a four (4) week period.
- 20.06 Where an employee is working on a modified shift schedule arrangement (i.e. ten (10) hour shifts), the hours of work shall be averaged over a four (4) consecutive-week period.

- 20.07 The Employer may grant shift exchange requests provided they are submitted in writing forty-eight (48) hours in advance with particulars including the consent of the exchanging employee. **Consideration may be given if notice is less than forty-eight (48) hours.**
- 20.08 In the event that the Employer must alter shift times on any working day on the schedule, the Employer shall give forty-eight (48) hours advance notice to the employee affected or such shorter notice as may be agreed to by the employee.
- 20.09 Schedules shall be a minimum of eight (8) weeks in content. Schedules shall be posted such that employees shall know four (4) weeks in advance what any given shift day shall be.
- 20.10 The Supervisor, when requested to distribute overtime work, shall distribute such work as equally as possible among the employees. No employee shall be denied future overtime for failure to work overtime on a given occasion. Should no one be available the Supervisor has the right to assign overtime.

ARTICLE 21 - OVERTIME

- 21.01 General overtime shall mean any overtime a Full-time employee is requested or authorized to work either prior to or after a regularly scheduled shift. This shall be paid at the rate of one and one half (1 1/2) times the regular hourly rate.
- 21.02 Mileage will be paid from an employee's residence at the prevailing County rate to and from court and on call outs. Mileage pay will be paid to employees attending court during off duty time only, except if the employee has exchanged his/her regularly scheduled shift, or if the end of the court appearance falls within a minimum of two and one half (2 1/2) hours of the employee's shift commencement. Employees regularly scheduled hours will not be altered to accommodate court attendance. Mileage to and from court will only be paid once per day.
- 21.03 General overtime shall mean any overtime a Part-time employee is requested or authorized to work either prior to or after a regularly scheduled shift in excess of eight (8) hours. This shall be paid at the rate of one and one half (1 1/2) times the regular hourly rate.
- 21.04 Court overtime for Full-time employees shall mean overtime where an employee is required to attend court during their regularly scheduled time off. This time shall be paid at a rate of one and one half (1 1/2) times for all hours in court. A minimum three (3) hours must be paid for each A.M. and P.M. appearance except where any court appearance falls within two (2) hours of a shift commencement in which case the employee shall receive overtime at the rate of time

spent only and not the three (3) hour minimum.

- 21.05 Court overtime for Part-time employees shall mean overtime where the employee is required to attend court on any employee's scheduled day off. This time shall be paid at the rate of one and one half (1 1/2) times for all hours in court. A minimum of one (1) hour must be paid.
- 21.06 If any employee as a direct result of his/her duties is required to appear or subpoenaed to appear as a witness during his/her regular hours of work, he/she shall not suffer any loss of pay as a result of his/her appearance in court. All court fees received by the employee shall be submitted to the Employer.
- 21.07 If any employee is required to attend court, or subpoenaed to appear as a witness as a direct result of his/her duties, during his/her annual vacation period, vacation days shall be rescheduled in whole or in part as paid vacation leave upon the approval of the Employer.
- 21.08 Call Out - All meetings or other duties where Full-time employees are required (by the Employer) to attend outside their regular scheduled hours are considered a call out. The Employer agrees to pay a minimum of three (3) hours overtime for a Call Out ~~(paid as 2.67 hours of overtime)~~. Should the Callout exceed three (3) hours then all hours spent on the Callout will be paid at overtime.
- 21.09 Call Out - All other duties where Part-time employees are required (by the Employer) to attend on any employee's scheduled day off is considered a call out. The Employer agrees to pay a minimum of three (3) hours overtime for a Call Out ~~(paid as 2.67 hours of overtime)~~. Should the Callout exceed three (3) hours then all hours spent on the Callout will be paid at overtime.
- 21.10 ~~Overtime shall be paid and not be accumulated.~~ Employees shall have the option of banking overtime up to a maximum of forty (40) hours. Overtime may be taken off at a mutually acceptable time based on one (1) hour off for one (1) hour of overtime worked. In the case where banked overtime is not taken by December 31 it shall be paid out at the overtime rate at which it is earned.

ARTICLE 22 - WAGES

- 22.01 Employees will be paid bi-weekly according to Schedule "A" attached.
- 22.02 Shift Differential: The shift differential pay at a rate of one dollar (\$1.00) per hour, applies to all hours worked during a shift, where the majority of hours, excluding lunch hour and overtime, fall between the hours of 1800 hours and 0700 hours. ~~The shift differential rate will be paid for hours completed commencing at 1400 hours or later.~~

This will be paid when indicated on the time **sheet record** as **premium shift differential** hours. (This Clause does not apply to Part-time employees.)

22.03 Field Training Officer Premium. Those assigned as Field Training Officers shall receive an additional one dollar and fifty cents (\$1.50) per hour for the duration of the designated training period. Members receiving this premium will not be eligible to receive a shift differential for the duration of the designated training period.

22.04 An employee who has not reached the maximum step of their rank will be eligible to receive an increment upon completion of each full year of service and on the recommendation of the Manager.

ARTICLE 23 - SICK LEAVE

23.01 The Employer shall grant to the employee one hundred and forty-four (144) hours of sick leave per year, pro-rated for Part-time employees based on actual regular hours worked. Unused sick leave credit may be accumulated to a maximum of five hundred and twelve (512) hours.

23.02 The Employer may require the employee to produce a medical certificate substantiating any illness for which sick leave is claimed.

23.03 The Employer may require an employee to be examined by a physician named by the Employer, at the Employer's expense.

23.04 Where an employee is eligible for long term disability benefits, he/she shall not be eligible to use further sick leave credits. His/Her remaining accumulated total of credits shall be maintained until he/she returns from disability.

23.05 Employees who commenced employment with the Employer prior to January 1, 2013 shall be entitled to the following: Upon full retirement, between the age of fifty-five (55) and sixty-four (64) years, be paid out twenty-five percent (25%) of the employee's remaining accumulated sick leave to a maximum of twenty-two and one-half (22.5) days.

ARTICLE 24 - BENEFITS

24.01 The Employer agrees to pay eighty-five percent (85%) of the monthly premium costs of eligible employees for the following benefits:

- a) Life and Accidental Death and Dismemberment
 - eighty-five percent (85%) of premium
- b) Long Term Disability
 - eighty-five percent (85%) of premium

- c) Extended Health Care
 - eighty-five percent (85%) of premium
 - d) Dental Care
 - eighty-five percent (85%) of premium
 - e) Vision Care
 - eighty-five percent (85%) of premium
 - f) Alberta Health Care
 - eighty-five percent (85%) of premium
- 24.02 The specific provisions of coverage for the Plan(s) identified in Clause 24.01 shall be made available to the Union, and shall not be changed without consultation with the Union.
- 24.03 Payments made towards benefit plans by the Employer shall permit the Employer to retain and not pass on to employees any rebates of Employment Insurance premiums otherwise required under Human Resources Development Canada.
- 24.04 The Employer shall make available to all eligible employees brochures outlining the above plans.
- 24.05 There shall be no salaries or benefits paid by the Employer while an employee is on Long Term Disability.

ARTICLE 25 - GRIEVANCE PROCEDURE

- 25.01 Any difference arising from the contravention, interpretation, meaning or operation of the terms of this Collective Agreement shall be considered as a grievance and will be settled in the following manner. It is understood that the employee should attempt to resolve the issue with a non-bargaining unit supervisor prior to moving to STEP 1. The employee may request a Union representative be present at this meeting.

25.02 STEP I ~~The Union or the Employer may institute a grievance under the terms of this Collective Agreement. The Union or Employer will commence the grievance procedure at Step II~~ Within twenty (20) working days of the act(s) giving rise to the grievance the employee concerned together with the Steward shall first seek to settle the dispute in a meeting with the designated Manager.

- STEP II** The employee(s) will submit a written statement and discuss the alleged grievance with the General Manager, Corporate Services, within ten (10) working days of the act(s) giving rise to the grievance. The General Manager, Corporate Services will investigate the matter and provide a written response within ten (10) working days. Should the grievance not be resolved in this Step, it will advance to Step II by written application within five (5) working days of the dated written decision of the General Manager, Corporate Services.

~~STEP II The aggrieved employee(s) or party shall submit a written statement of the particulars of the complaint, the article(s) contravened and the redress sought to the respondent being either the Business Agent or the Chief Administrative Officer. There shall be a meeting to discuss the issues. The respondent shall reply, in writing, within ten (10) working days.~~

STEP III Failing settlement being reached in STEP II, the employee(s) concerned, together with a representative of the Union, shall, within seven (7) working days of receipt of the decision of the Chief Administrative Officer, notify the ~~Chief Administrative Officer~~ General Manager, Corporate Services in writing that it rejects such decision and within the next seven (7) working days a Committee comprised of ~~three (3) members appointed by the Employer, with one (1) being a Public Member of the Community Peace Officer Appeal Committee, and two (2) members selected by the Business Agent~~ the grievor(s), Shop Steward, Business Agent, and up to three (3) representatives of the County shall be convened to hear and review the grievance. The ~~Committee~~ Chief Administrative Officer shall render a written decision within five (5) working days of the meeting.

STEP IV Should the parties fail to reach agreement under the Grievance Procedures, Steps I to III, either party may notify the other party in writing of its desire to submit the grievance to an Arbitration Board. Such written notice must be served within ten (10) working days following completion of the Grievance Procedure. The notice shall name the party's appointee to the Arbitration Board and contain a statement indicating specifically the particulars of differences and redress sought.

STEP V If the recipient of the notice fails to appoint an arbitrator, or if the two (2) appointees fail to select a Chairman within the time limit above, the appointment shall be made by the Director of Mediation Services upon the request of either party.

25.02 The Arbitration Board may determine its own procedure but shall give full opportunity to all parties to present evidence and make representation to it. It shall herein determine the difference of allegation and render a decision within ten (10) working days from the time the Chairman is appointed.

25.03 The decision of the majority shall be the decision of the Board, and shall be binding on all parties. In no event shall the board alter, amend or change the terms of this Collective Agreement. Any arbitration decision shall be governed by the terms of the Collective Agreement and the Arbitration Board shall be restricted in its jurisdiction to differences alleged in respect to this Collective Agreement.

- 25.04 Should the parties disagree as to the meaning of the decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the board to clarify the decision which it shall do within three (3) working days of the service of the Arbitration Board award upon the parties.
- 25.05 Each party shall pay:
- a) the fees and expenses of the Arbitrator it appoints;
 - b) one-half (1/2) of the fees and expenses of the Chairman.
- 25.06 The time limits fixed in both the Grievance and Arbitration Procedures may be extended by consent of the parties to this Collective Agreement.
- 25.07 The purpose of the grievance procedure is to ensure that all grievances are processed properly and expeditiously. Therefore, strict adherence to the provisions of the grievance procedure is mandatory. If the respondent fails to comply with the provisions of the grievance procedure, the grievance may be processed to the next step. If the grievor fails to comply with the provisions of the grievance procedure, the grievance shall be considered abandoned.
- 25.08 At any stage of the Grievance or Arbitration Procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements shall be made to permit the conferring parties or the Arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.
- 25.09 In the event of a termination of an employee, the grievance shall be advanced to STEP II.

ARTICLE 26 - PRINTING

- 26.01 The Employer agrees to print this Collective Agreement and the Union agrees to pay one half (1/2) of the reproduction cost involved in producing a copy of this Collective Agreement for each affected employee.

ARTICLE 27 - NOTICE PROVISIONS

- 27.01 Unless otherwise specified, any notice or service may be served through the mail by prepaid registered post or hand delivered to either of the intended parties:

Chief Administrative Officer
Parkland County

Business Agent
International Union of

53109A SH 779
Parkland County, Alberta
T7Z 1R1

Operating Engineers
Local 955
17603 - 114 Avenue
Edmonton, Alberta T5S 2R9

- 27.02 Such notice or service shall be deemed received on the date hand delivered or on the third (3rd) working day following the date of registered mailing.

ARTICLE 28 - UNIFORM AND CLOTHING ALLOWANCE

- 28.01 Uniform Clothing Allowance issued to new employees shall include the following items:

a) Community Peace Officers I:

4 pair of uniform pants	1 hat badge*
3 short sleeve shirts	1 straw stetson
3 winter long sleeve shirts	1 uniform hat*
2 under shirts	1 pair of boots
1 all weather jacket	1 sweater
2 ties	1 pair of leather winter gloves
1 tie clip	1 pair of cut-resistant Kevlar gloves
1 winter hat	1 hi vis vest
1 dress uniform* tunic with 1 pair of white dress gloves	1 summer coverall as required*
2 sets of collar dogs*	1 winter coverall (truck inspections only)
2 name tags*Indicates Patrol Services CPO 1 issue only	

b) Community Peace Officers II

3 pair of pants	2 name tags
2 summer shirts	1 pair of boots
2 winter shirts	1 sweater
2 mock turtle necks	1 pair of leather winter gloves
1 all weather jacket	1 pair of cut-resistant Kevlar gloves
1 tie	1 pair of rubber boots
1 tie clip	1 summer coverall
1 winter hat	1 winter coverall

b) Poundkeeper

3 pair of pants
3 short sleeve shirts
3 long sleeve shirts
1 pair of winter gloves

1 pair of rubber boots
1 pair of work boots/shoes
1 summer coverall
1 winter coverall

28.02 ~~Yearly issue:~~ The Employer agrees to supply the following items as required:

a) Community Peace Officers I

2 Shirts with crest
2 Pairs of uniform pants

~~b) Community Peace Officers II~~

~~2 pair of pants~~
~~2 shirts with crests~~

b) Poundkeeper

~~1 pair of~~ Pants
~~1~~ Shirts

28.03 Should an item supplied by the Employer under Clause 28.01 and 28.02 be mutilated, destroyed, damaged or be deemed unserviceable due to excessive on-the-job wear and tear, that item shall be replaced after inspection and approval by the Employer as required.

28.04 The Employer shall be responsible for any costs incurred by an employee requiring alterations to any of the new items listed in Clauses 28.01 and 28.02 with prior authorization of the Employer.

28.05 The Employer shall provide to the Community Peace Officers Level I & Level II, a level two body armour and it shall remain the property of the Employer. Subject to the approval of the Manager, the Employer shall repair or replace the bullet proof vest or the carrier that has been damaged in the course of duty or has worn out.

28.06 Drycleaning: The Employer agrees to pay for the drycleaning of issue pants, shirts, all weather jackets and tunics, to a total annual maximum for all employees of \$5,000.00.

ARTICLE 29 - GENERAL

29.01 The Employer and the Union mutually agree that at no time shall either of them discriminate against any employee covered by this Collective Agreement, because of their member/non-membership or

activity/non-activity respecting the Union.

- 29.02 During the life of this Collective Agreement there shall be no strikes/lockouts, sanctions or work stoppages by either party unless such action is permitted by the Labour Relations Code.
- 29.03 Any employee on leave or vacation from work under a specific provision in this Collective Agreement will not, during that leave or vacation, be entitled to claim any other entitlement to leave.
- 29.04 Minutes from General Meetings will be distributed for employees to view.

ARTICLE 30 - ADDITIONAL ALLOWANCES

- 30.01 The Employer will ensure that it carries liability insurance for the actions of all employees in the course of their employment while performing regular or specifically assigned duties and no deduction will be made from any employee on account of premiums, deductibles, or claims for actions carried out during the course of their employment.
- 30.02 The Employer will provide employees with a parking area for their vehicles when they are required to work at the Employer's premises.
- 30.03
 - a) Any employee required by the Employer to temporarily perform work in a higher category covered under this Collective Agreement for a minimum two (2) consecutive days will receive the higher rate of pay for all hours worked while in that category.
 - b) Any employee required by the Employer to temporarily perform work in a higher category outside of this Collective Agreement will adhere to the applicable directive and procedures.

**SCHEDULE A
PATROL DEPARTMENT GRID
HOURLY WAGE SCHEDULE**

	Effective January 1st, 2016	Effective January 1st, 2017	Effective January 1st, 2018	Effective January 1st, 2019
Community Peace Officer I				
Level 1	\$34.92	\$35.61	\$36.42	\$37.51
Level 2	\$36.83	\$37.53	\$38.33	\$39.42
Level 3	\$38.75	\$39.45	\$40.25	\$41.34
Level 4	\$40.66	\$41.36	\$42.16	\$43.26
Level 5	\$42.58	\$43.87	\$45.40	\$46.74
Community Peace Officer II				
Level 1	\$30.53	\$31.14	\$31.84	\$32.80
Level 2	\$31.24	\$31.85	\$32.55	\$33.51
Level 3	\$31.95	\$32.56	\$33.26	\$34.22
Level 4	\$32.66	\$33.27	\$33.97	\$34.93
Level 5	\$33.37	\$34.38	\$35.58	\$36.62
Poundkeeper				
Level 1	\$22.33	\$23.01	\$23.81	\$24.51
Level 2	\$22.81	\$23.48	\$24.28	\$24.98
Level 3	\$23.28	\$23.95	\$24.75	\$25.46
Level 4	\$23.75	\$24.42	\$25.23	\$25.93
Level 5	\$24.22	\$24.95	\$25.82	\$26.58

*Pay Rate Adjustment to get to the Market Average is phased in over 3 years (January 1, 2016 - January 1, 2018).

*Cost of Living Increase (COLA) is applied to the Market Average as if phased in January 1, 2016 (2016 COLA – 1.5%, 2017 COLA – 2.0%, 2018 COLA – 2.25%, 2019 COLA – 3.0%).

Signed this _____ day of _____, 2015

For Parkland County

For The International Union of
Operating Engineers, Local Union No. 955

Rod Shaigec
Mayor

Bruce Moffat
Business Manager

Rob McGowan
Interim Chief Administrative Officer

Paul Bokowski
Assistant Business Manager

Tracy Kibblewhite
General Manager, Corporate Services