

COLLECTIVE AGREEMENT

BETWEEN



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 provide a method of fair and amicable adjustment of disputes and to stipulate the wages and other conditions of employment between the Employer and those employees who are covered by the provisions of this Collective Agreement.

ARTICLE 2 DEFINITIONS

- 2.01 a) **Regular Full-Time Employee:** an employee who occupies a regular Full-Time position established by the Employer for twelve (12) continuous months on a year to year basis and who has successfully completed the required probationary period; and who has since remained continuously employed as a Regular employee.
- b) **Regular Part-Time Employee:** an employee who occupies a regular Part-Time position established by the Employer for twelve (12) continuous months on a year to year basis and who has successfully completed the required probationary period; and who has since remained continuously employed as a Regular employee.
- 2.02 **Seasonal Employee:** an employee who occupies a Seasonal position established by the Employer and is hired for a period of more than five (5) continuous months but less than twelve (12) continuous months on a year to year basis and who has successfully completed the required probationary period.
- 2.03 **Temporary Employee:** an employee who is hired on a temporary basis in a Full or Part-Time capacity:
- a) For a specific job of more than three (3) months; or
- b) To replace a Regular Full-Time or Regular Part-Time employee who is on approved leave of absence or is on a leave due to illness or injury where such leave is expected to be in excess of three (3) months.
- 2.04 **Casual Employee:** an employee who
- a) works on a call in basis; or
- b) is scheduled for a period of three (3) months or less for a specific job; or
- c) relieves for an absence, the duration of which is three (3) months or less.

ARTICLE 3 SCOPE AND UNION RECOGNITION

3.01 The Employer recognizes the Union as the sole Bargaining Agent in accordance with Alberta Labour Relations Board Certificate No. 51-95, for all employees of Parkland County, except office and clerical employees and those persons exercising managerial or supervisory (as per article 3.02) functions or those who are employed in a confidential capacity in matters related to Labour Relations.

3.02 The parties hereto agree that the terms managerial and supervisory shall, without limiting the generality of the foregoing, include the following:

- a) Manager, Public Works
- b) Foremen
- c) Equipment Maintenance Supervisor
- d) Manager, Agricultural Services
- e) Project Officers
- f) Manager, Engineering Services
- g) Manager, Community & Protective Services
- h) Supervisor, Agricultural Operations
- i) Construction Foreman
- j) Supervisor, Drainage & Aggregate Resources
- k) Facilities Maintenance Coordinator
- l) Engineering Coordinators
- m) Land Agent/Utilities Officer
- n) Drainage Foreman
- o) Supervisor, Fleet Management
- p) Supervisor, Water and Wastewater Services
- q) Supervisor, Parks, Recreation and Culture Services
- r) Parks & Cemeteries Foreman
- s) Solid Waste Coordinator
- t) Team Lead, Aquatic Operations & Programs
- u) Public Works Program Coordinator
- v) Senior Project Officer
- w) Supervisor, Agricultural Agronomics
- x) Development Engineering Supervisor
- y) Maintenance Technician, Public Works
- z) Supervisor, Road Maintenance

ARTICLE 4 APPLICATION

4.01 Notwithstanding clause 2.01, Casual employees shall receive all the provisions of this Collective Agreement except:

Article 11	Seniority
Article 12	Probationary Employees
Article 13	Employment Opportunities (except clause 13.03)
Article 14	Layoff and Recall
Article 15	Discipline and Dismissal
Article 16	Bereavement Leave
Article 17	Leave for Special Circumstances
Article 18	Annual Vacation
Article 22	Medical and Sick Leave
Article 23	Other Benefits
Article 24	Grievance Procedure

Additional Allowances:

No.'s 1, 2, 3, 4, 5, 6, 8, 10, 11, and 12.

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

4.02 Notwithstanding clause 2.01, Temporary employees shall receive all the provisions of this Collective Agreement except:

Article 11	Seniority
Article 12	Probationary Employees
Article 14	Layoff and Recall
Article 16	Bereavement Leave
Article 18	Annual Vacation
Article 22	Medical and Sick Leave
Article 23	Other Benefits
Article 24	Grievance Procedure (in case of termination of employment)

Additional Allowances:

No.'s 4, 10, 11, and 12.

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

ARTICLE 5 MANAGEMENT RIGHTS

- 5.01 The Union recognizes the right of the Employer to management of its land, plant and equipment and the direction of the work forces including the right to hire, promote and/or transfer and the right to discipline, warn, suspend or dismiss any employee for just cause. The Union further recognizes the right of the Employer to operate and manage its affairs in accordance with its commitments and responsibilities, including methods, processes and means of production or handling of services except as otherwise provided in this Collective Agreement.
- 5.02 The Union further recognizes the Employers retention of those residual rights of management that are not specifically limited by the expressed terms of this Collective Agreement.

ARTICLE 6 UNION DUES AND SECURITY

- 6.01 Any employee who, as of the effective date of this Collective Agreement, is a member of the Union in good standing or who may become a member during the life of this Collective Agreement shall, as a condition of employment, continue such membership. All employees covered by this Collective Agreement shall pay monies equal to the established dues of the Union.
- 6.02 Any new 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.
- 6.03 Notwithstanding 6.02, any new employee who has not applied for membership in the Union, who chooses to opt out of membership of the Union, must notify the Union in writing within thirty (30) days after date of hire of their intention to opt out; otherwise such employee will automatically become and remain a member of the Union.
- 6.04 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 its members who had dues deducted in the previous month plus mailing address, job classification, status of employment (Permanent, Seasonal, Temporary, or Casual) and starting date.
- 6.05 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.

- 6.06 So long as this Union remains the certified bargaining agent for the employees covered by this Collective Agreement, the Employer agrees to recognize the Union as the sole bargaining agent in the matter of all conditions specified in this Collective Agreement.

ARTICLE 7 OPERATIONS ADVISORY COMMITTEE (OAC)

- 7.01 There shall be an OAC consisting of four (4) Parkland County employees appointed by the Union and four (4) members appointed by the Employer. The Union Business Agent may also attend. The OAC shall meet quarterly to discuss items of mutual concern. The OAC shall not alter, amend, or change the terms of this Collective Agreement.
- 7.02 In the event of significant staff reductions of a permanent nature affecting Union members, a special OAC meeting may be held before a final decision is made.

ARTICLE 8 DISCRIMINATION

- 8.01 The Employer and the Union mutually agree that at no time will either of them discriminate against any employee covered by this Collective Agreement, because of their membership in, or activity on behalf of the Union, or on account of their specific rights arising under the Alberta Human Rights Act.

ARTICLE 9 UNION REPRESENTATIVES AND JOB STEWARDS

- 9.01 The Employer recognizes the right of the Job Stewards and/or the Business Agent to deal with complaints and grievances as permitted by the Collective Agreement.
- 9.02 The Union shall inform the Employer in writing within ten (10) days of their appointment as to the names and addresses of its officers, Negotiating Committee Members, Job Stewards, and the areas they represent and any other persons who are authorized representatives of the Union in matters which are appropriate under the provisions of this Collective Agreement.
- The Union shall also inform the Employer in writing of any changes to such a list of names.

- 9.03 The Employer agrees that a Job Steward may conduct a review of any dispute within their area arising from the application of this Collective Agreement. Where permission is granted to a Job Steward from the Job Steward's Manager to leave their employment for up to two (2) hours, the Job Steward shall suffer no loss of pay or benefits. Permission to leave the worksite shall not be unreasonably withheld. The review process may only utilize Employer controlled information after appropriate consent is obtained from the Chief Administrative Officer.
- 9.04 When the Employer and the Union agree to participate in meetings or committees during the employees normal working hours, employees shall suffer no loss of pay or benefits.
- 9.05 Leaves of absence for Collective Bargaining will be limited to a maximum of two (2) 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 employees normal working hours.
- 9.06 The Business Agent of the International Union of Operating Engineers may have access to an employee(s) during their normal working hours to conduct a review of any dispute arising from the application of this Collective Agreement upon prior authorization of the Employer. Permission will not be unreasonably withheld.

ARTICLE 10 CLASSIFICATIONS

- 10.01 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.
- 10.02 It is agreed that the Employer may institute new classifications or positions, and that the wage rates for these classifications or positions shall be fixed by the Employer in writing within five (5) working days, after consultation with the Union.

- 10.03 An employee who considers that the duties and the responsibilities of their positions have significantly changed or that they are improperly classified may apply to Human Resources with a copy to the employee's supervisor to have their position and/or classification reviewed. Such requests shall be made in writing with a copy to the Union and these requests shall not be unreasonably denied.

ARTICLE 11 SENIORITY

- 11.01 Seniority in this Collective Agreement is the length of continuous or accumulated months of employment with the Employer and portions thereof in days within the scope of this Collective Agreement, not including a period of lay-off. Seniority accumulated prior to the date of ratification of this Collective Agreement must remain.
- 11.02 The Employer shall provide, on or about March 1 of each year, a list of employees' names, including those on lay-off, and date employment commenced. Where the Union requires seniority information for specific members affected by lay-off or recall, the Union may request and the Employer shall provide such information.
- 11.03 If an employee is promoted or transferred to a position within the Parkland County but outside the unit covered by this Collective Agreement and later returns to a position covered by this Collective Agreement, they will maintain their seniority that they had when promoted or transferred but shall not accumulate seniority while working outside the Collective Agreement.
- 11.04 When an employee leaves the Employer's service and is later re-engaged, their seniority shall date from the date of re-engagement.
- 11.05 When vacant positions are being filled and where all other factors are relatively equal, then seniority shall be the deciding factor.
- 11.06 An employee shall lose their seniority and be deemed terminated in the event:
- a) They fail to return to work following a lay-off within seven (7) working days after being notified of their recall, unless an extension is granted by the Employer. In the event of an extension, the Employer may recall the next senior employee able to perform the work on a temporary basis until the recalled employee is available. It shall be the responsibility of the employee to keep the Employer informed of their current address.

- b) They are laid-off for a period of longer than twelve (12) consecutive months.
- c) They are absent from work for any reason in excess of two (2) years.
- d) They are dismissed for just cause.
- e) They resign.

ARTICLE 12 PROBATIONARY EMPLOYEES

- 12.01 The normal probationary period for new employees (except Casual) shall be ninety (90) days worked. The Employer may extend the probationary period by another ninety (90) days worked subject to meeting with the employee and advising the employee in writing of the areas where improvement is required.
- 12.02 The Employer must notify the Union and the employee of the completion of the probationary period in writing.
- 12.03 After the successful completion of the probationary period, seniority must be effective from the date employment commenced.
- 12.04 All new Regular Full-Time, Regular Part-Time and Seasonal employees on probation must be entitled to all terms and conditions of this Collective Agreement except with regard to dismissal. 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.

ARTICLE 13 EMPLOYMENT OPPORTUNITIES

- 13.01 In filling a Regular Full-Time, Regular Part-Time, Seasonal or Temporary position the Employer shall notify the Union and post the position on all bulletin boards designated by the Employer for a minimum of ten (10) working days so that all members will have knowledge of same. The Employer will post internally first for three (3) working days prior to being advertised externally. Any member may make written application to the Employer if they so desire. The employment bulletin shall contain the following information:
 - * nature of position
 - * abilities and skills
 - * shift and rate of pay
 - * designation Regular Full-Time, Regular Part-Time, Seasonal, or Temporary
 - * regular hours worked per week
 - * initial employee reporting base

- 13.02 The Union agrees that it shall be the exclusive right of the Employer to determine which person shall be hired or transferred as the successful applicant to fill a posted vacancy and the Employer agrees that, all other things being relatively equal, present employees shall have the first opportunity to fill the vacancy.
- 13.03 Casual and Temporary employees shall be considered as "present employees" for the purpose of this article only, if they have performed any work for the Employer within sixty (60) working days preceding the posting of the employment bulletin.
- 13.04 The Employer shall have the right to fill a vacancy on a casual basis during the posting and selection period for a maximum period of thirty (30) working days or:
- a) if no qualified employees respond to the job posting (in the Employer's opinion) until the position is filled by a new hire.
 - b) in the event that a qualified employee is awarded the position, the thirty (30) working days can be extended a further thirty (30) working days when it is necessary to post a second position as a result of filling the first vacancy. Any further extension will require Union consent.
- 13.05 The Union hereby recognizes the right of the Employer to be the final judge as to the merits of all job applications, subject to clause 11.05.
- 13.06 The Business Agent of the Union shall be notified, in writing, of all appointments, hirings, layoffs, recalls, terminations, or leaves of five (5) working days or longer granted to any employee within the bargaining unit.
- 13.07 When a vacancy has been filled a notice showing who has been appointed shall be posted on all bulletin boards designated by the Employer within ten (10) working days.
- 13.08 Any current employee who fills a posted vacancy or who is promoted or transferred to a position outside the bargaining unit shall be on a trial period for thirty (30) working days. However, if the employee proves unsatisfactory or does not wish to remain in the position during the trial period, the Employer shall place the employee in the employee's former position, if available, or transfer the employee to a comparable position.

ARTICLE 14 LAYOFF AND RECALL

14.01 In the event of lay-off by the Employer, employees shall be laid off within each affected department by classification series in the reverse order to their seniority provided that those remaining have the required knowledge, qualifications, abilities, and skills to fill the positions available.

It is understood that Regular Full-Time, Regular Part-Time employees shall also have the opportunity to exercise their seniority rights over Seasonal employees and Seasonal employees shall also have the opportunity to exercise their seniority rights over Casual or Temporary employees.

14.02 Employees shall be recalled in order of their seniority within each affected department by classification series when work becomes available provided they have the required knowledge, qualifications, abilities, and skills to fill the positions available.

It is understood that Regular Full-Time, Regular Part-Time employees shall also have the opportunity to exercise their seniority rights over Seasonal employees and Seasonal employees shall also have the opportunity to exercise their seniority rights over Casual or Temporary employees.

14.03 It shall be the responsibility of the employee to keep the Employer informed of their current address.

ARTICLE 15 DISCIPLINE AND DISMISSAL

15.01 Disciplinary Act in this Collective Agreement is a penalty imposed upon the employee by the Employer and will include a written warning, suspension or dismissal.

15.02 In the event of a Disciplinary Act taken by the Employer, the employee will have the right to be accompanied by an available Union representative.

15.03 A copy of all correspondence related to an act of discipline will be forwarded to the Business Agent of the Union.

15.04 Employees shall have the right to view their personnel files, and obtain copies there from.

15.05 An employee who is absent without leave for a period of three (3) consecutive work days without providing a reason acceptable to the Employer shall be deemed to have abandoned their position and shall be treated as terminated.

15.06 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 16 BEREAVEMENT LEAVE

- 16.01 In the event of a death of a member of the employee's immediate family, up to three (3) days leave with pay will be granted.
- 16.02 If considerable travel is involved, up to two (2) days travel time with pay may be granted.
- 16.03 An employee may be granted up to two (2) days with pay to perform tasks associated with being an executor of an estate.
- 16.04 Immediate family includes current spouse, child, parent or legal guardian, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, step-mother, step-father, step-children, parent of spouse, grandparent, grandchild, or relative who is a member of the employee's household.
- 16.05 In the event of a death of a close friend, or of a relative who is not immediate family, up to one (1) half day with pay may be granted to attend the funeral provided that prior approval is obtained from their Manager.
- 16.06 Employees requesting a bereavement leave will discuss leave requirements with their Manager.

ARTICLE 17 LEAVE FOR SPECIAL CIRCUMSTANCES

- 17.01 The Employer may grant leaves with or without pay for reasons not defined in this Collective Agreement.
- 17.02 Regular and Seasonal employees may be granted a maximum of two (2) days per year for special personal leave as approved by the Supervisor and as follows:
 - a) This benefit is pro-rated for Part-time employees.
 - b) These days cannot be carried over from year to year.
 - c) New employees who commence employment part way through the year may be granted special personal leave days on a pro-rated basis.

- d) Special personal leave is an employee benefit intended for emergent and unexpected incidents and is not to be perceived as a right of absence from regular duties/responsibilities.

(An example of the type of situation in which a special personal leave day may be approved is a flooded house.)

- 17.03 When the employee requests this leave, the employee either at the time of the request or upon their return to work, shall provide details, in writing, of the special circumstances requiring such leave.
- 17.04 If the employee requests this leave due to illness in the family, a medical certificate may be required indicating the employee's presence is necessary and any time granted shall be deducted from the employees accumulated sick leave. Reference Article 16.04 for definition of immediate family.
- 17.05 An employee required to appear in Court as a subpoenaed witness or summoned juror shall be given a leave of absence with pay for that purpose provided that the employee shall pay any fees received from that appearance to the County, up to a maximum of the employee's salary.
- 17.06 An employee shall use a leave of absence only for the purpose for which it is granted. If a leave of absence is used for any other purpose, the employee may be subject to discipline in accordance with Article 15.

ARTICLE 18 ANNUAL VACATION

- 18.01 a) Annual vacation with pay for Regular Full-Time Employees shall be earned as follows:
- (i) 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 fifteen (15) working days per year or
 - (ii) during each of the fifth (5th) through eleventh (11th) years of Full-Time continuous service such employee shall earn entitlement calculated on the basis of twenty (20) working days per year or
 - (iii) during each of the twelfth (12th) through nineteenth (19th) years of Full-Time continuous service such employee shall earn entitlement calculated on the basis of twenty-five (25) days per year or
 - (iv) upon commencement of twenty (20) years, of Full-Time continuous service such employee shall earn entitlement calculated on the basis of thirty (30) days per year.

b) Annual vacation with pay for Regular Part-Time Employees shall be earned as follows:

- (i) during the first 8,320 regular hours of continuous service such employee shall earn vacation entitlement on the basis of fifteen (15) working days per year based on the number of hours the employee is regularly scheduled to work or
- (ii) during the period between 8,320 and 22,880 regular hours of continuous service such employee shall earn vacation entitlement on the basis of twenty (20) working days per year based on the number of hours the employee is regularly scheduled to work or
- (iii) during the period between 22,880 and 39,520 regular hours of continuous service such employee shall earn vacation entitlement on the basis of twenty-five (25) working days per year based on the number of hours the employee is regularly scheduled to work or
- (iv) upon completion of 39,520 regular hours of continuous service an employee shall earn vacation entitlement on the basis of thirty (30) working days per year based on the number of hours the employee is regularly scheduled to work.

18.02 Seasonal employees shall receive, in lieu of an annual vacation, a payment according to the following schedule:

- (i) during the first 8,320 regular hours of continuous service such employee shall earn vacation entitlement at the rate of 6% of their hourly rate of pay or
- (ii) during the period between 8,320 and 22,880 regular hours of continuous service such employee shall earn vacation entitlement at the rate of 8% of their hourly rate of pay or
- (iii) during the period between 22,880 and 39,520 regular hours of continuous service such employee shall earn vacation entitlement at the rate of 10% of their hourly rate of pay or
- (iv) during the period after 39,520 regular hours of continuous service such employee shall earn vacation entitlement at the rate of 12% of their rate of pay.

18.03 The period for calculating holiday pay allowance for Seasonal employees shall be from date of hire.

18.04 Regular Full-Time or Regular Part-Time employees may break their holidays into, up to three (3) periods, the smallest being not less than one (1) week during their eligibility period.

The Manager may, however, under special circumstances, vary the

length of the holiday.

18.05 By mutual consent, the above holiday may be taken on one (1) unbroken period, or in the event mutual consent is not possible, a minimum of two (2) weeks may be taken during the summer as scheduled by the Employer.

18.06 All Regular Full-Time or Regular Part-Time employees shall take their holidays, at the discretion of the Manager, pursuant to the preceding terms of this Collective Agreement, and the Manager must receive holiday requests prior to May 1st in each year in order to identify any conflicts that may exist. Prior to approval, any conflicts may be negotiated between the employees and management.

ARTICLE 19 NAMED HOLIDAYS

19.01 a) The Employer recognizes the following as paid holidays:

1. New Years Day
2. Family Day
3. Good Friday
4. Easter Monday
5. Victoria Day
6. Canada Day
7. Civic Holiday
8. Labour Day
9. Thanksgiving Day
10. Remembrance Day
11. Christmas Day
12. Boxing Day

b) All Regular Full-Time, Regular Part-Time and Seasonal employees will receive pay for the above named holidays for which they are eligible at their regular rate of pay.

19.02 In the event that any of the holidays specified in sub-clause 19.01 above fall on a regular working day during the period of a Regular Full-Time or Regular Part-Time employee's annual vacation, your vacation bank will not be reduced for the named holiday.

19.03 If a named holiday specified in sub-clause 19.01 above falls on a Saturday, Sunday, or regular day off, at any time in the year, an alternate one (1) day's holiday will be allowed in lieu as the designated day.

19.04 All hours worked on the designated day for Regular Full-Time, Regular Part-Time and Seasonal, employees shall in addition to the regular wage be paid for at the rate of two (2x) times the regular rate.

- 19.05 The pay provisions outlined in this article will apply to work performed on the designated day for your regularly scheduled work week.
- 19.06 To be eligible for a named holiday with pay or pay in lieu, an employee must:
- a) have worked for the Employer for not less than thirty (30) days in the twelve (12) month period preceding the holiday, and
 - b) have worked on the last regular working day preceding and the first regular working day following the named holiday, or be absent for reasons acceptable to the Employer, and
 - c) work on the named holiday when required or scheduled to do so.
- 19.07 Casual and Temporary employees
- a) shall be paid at 4% of their basic rate of pay in lieu of paid holiday benefits
 - b) required to work on a designated holiday shall be paid at 2X their basic rate of pay for all hours worked on the designated holiday.

ARTICLE 20 HOURS OF WORK AND OVERTIME

- 20.01 The regular work week for all employees shall be Monday to Friday inclusive except as outlined in 20.02. Clause 20.01 shall only apply to those eligible employees who were employed by the Employer prior to May 2, 1994, and have since continuously been employed.
- 20.02 Those employees employed by the Employer prior to May 2, 1994, who have worked an alternate work week shall not be eligible for the provisions outlined in 20.01.
- 20.03 The regular hours of work for all employees shall be up to forty (40) hours per week.
- 20.04 The regular hours of work for all employees shall be up to eight (8) hours per day.
- 20.05 Overtime requires prior approval by the Manager.
- 20.06
- a) All consecutive hours worked which exceed the daily Full-Time equivalent of eight (8) hours or total hours worked which exceed the weekly Full-Time equivalent of forty (40) hours shall be paid for at a rate of one and one half (1 1/2) times the regular rate.
 - b) All time taken as paid leave must be considered as time worked for purposes of computing overtime.

- 20.07 In each working day there will be a fifteen (15) minute rest break during the course of four (4) continuous hours of employment. There shall be an unpaid lunch break of not more than one (1) hour during the course of six (6) continuous hours worked.
- 20.08 The Foreman, 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 Foreman has the right to assign overtime.
- 20.09 If an employee is required to work over ten (10) consecutive hours in any one (1) day they shall be granted a second meal break of not less than one half (1/2) hour with pay provided a continuation of work is required after the meal break.
- 20.10 Call Out - Any employee called in for work outside of their regular work day shall be entitled to a minimum of three (3) hours at the overtime rate on a Call Out and travel allowance at the prevailing County rate from and to the employee's residence for the distance travelled in the employee's private vehicle.
- In the event of any subsequent call-outs in the same day, those call-outs shall be paid at the applicable overtime rate for actual hours worked plus mileage to and from the employee's residence if travelled in the employee's vehicle.
- 20.11 Any Water and Wastewater employee who performs work but is not required to travel to a worksite will be entitled to claim a minimum of one (1) hour of Call out paid at applicable overtime rate. Where an employee is called to perform work without travel more than once in the same one (1) hour period they shall not receive additional compensation until their cumulative Call Out time worked exceeds one (1) hour at which point they are entitled to claim actual time worked. In the event of any subsequent Call Outs on the same day, actual time worked shall be claimed. Call Out may be paid or banked.
- 20.12 Four (4) hours regular time will be paid to employees reporting for their regular shift, if there is no work available and the employee is sent home.
- It is agreed by the parties that where there is no work available in the employee's classification the Employer may offer alternative work and if such work is declined the minimum specified herein will not be paid.
- 20.13 Employees will be paid on a bi-weekly basis.
- 20.14 Road construction employees required to provide their own transportation shall receive a travel allowance at prevailing County rate for distance travelled within the County to, from, and between specific Construction projects or as may be required by the County.

Surveyors are not to be considered as construction employees.

- 20.15 No employee shall be required to take time off in lieu of overtime. Overtime may be taken off at a mutually acceptable time based on one (1) hour off for one (1) hour of overtime worked. If the time off is not taken within a six (6) month period the time banked shall be paid out at the overtime rate based on the pay rate at which it was earned.

ARTICLE 21 RATES OF PAY AND ACTING INCUMBENCY

- 21.01 The Employer agrees that during such times as this Collective Agreement is in force, it will pay all persons covered by the terms of this Collective Agreement the minimum rates set forth in Schedule "A," attached hereto and marked "Wage Schedule."
- 21.02
- a) When as the result of the absence of an incumbent, an employee is appointed for more than one (1) consecutive work day to temporarily accept the responsibility and to carry out the duties of a position that has a higher pay category than that normally held, the rate of pay shall be equivalent to that which the employee would be entitled if occupying that position. This rate of pay shall be retroactive to the first day of the temporary appointment.
 - b) An acting incumbent may also be required to perform some of the duties of their regular position.
 - c) Notwithstanding the above, an employee appointed to perform as an Equipment Operator will receive the higher rate for all hours worked while in that category.

ARTICLE 22 MEDICAL AND SICK LEAVE

- 22.01 The Employer shall grant to the employee one and one-half (1 1/2) work days of sick leave per month. Effective January 1, 1986, unused sick leave entitlement may be accumulated to a maximum of ninety (90) calendar days.
- 22.02 Employees who have accumulated a total credit greater than ninety (90) days prior to the aforementioned date shall upon each return to work after receiving long term disability benefits receive an accumulated sick leave credit of the balance of their prior accumulation.
- 22.03 For employees who have accumulated a total entitlement of greater than sixty (60) calendar days the entitlement shall not be reduced below thirty (30) calendar days upon return to work after receiving long term disability benefits. In the event that an employee referred to in Article 22.02 is absent on sick leave, the days such employee

is off work shall first be deducted from the rebuildable credit of up to ninety (90) days rather than from those days in excess of ninety (90) credited to employees of long standing.

22.04 The Employer may require the employee to produce a medical certificate substantiating any illness for which sick leave is claimed. The Employer shall be responsible for the costs of medical forms that it requires the employee to provide related to sick leave benefits.

22.05 This clause shall only apply to those eligible employees who were employed by the Employer prior to January 1, 2016, and have since continuously been employed. Upon full retirement, between the age of fifty-five (55) and sixty four (64) years inclusive, an employee shall be entitled to be paid out twenty-five percent (25%) of their remaining accumulated sick leave.

22.06 The Employer may require an employee to be examined by a physician named by the Employer, at the Employer's expense. A copy of the physician's report shall be sent to the employee.

22.07 All employees who are ill for a period in excess of seven (7) calendar days, or who are injured, shall apply for Weekly Indemnity from the Operating Engineers Health and Welfare Trust Fund. The employees shall be paid by the Employer any sick leave to which they are entitled at their normal pay rate.

Employees who have accrued sick leave shall be required to sign an authorization form allowing the Operating Engineers Health and Welfare Trust Fund to reimburse the Employer at the Weekly Indemnity Rate to the maximum of the number of accrued sick leave days.

ARTICLE 23 OTHER BENEFITS

23.01 For each Regular Full-Time, Regular Part-Time and Seasonal employee on the County's group with the Alberta Health Care Insurance Plan, the Employer agrees to contribute to the extent of eighty-five (85%) percent of the cost of the premium for the basic plan. Seasonal employees on lay-off may only remain on the County's group provided that they pay the whole premium in advance for the months they are laid off.

23.02 Effective January 1, 2010, the Employer shall pay one dollar and fifty cents (\$1.50) per hour for each hour worked by each Regular Full-Time, Regular Part-Time and Seasonal employee into the Operating Engineers Local 955 Health and Welfare Trust Fund and agrees to be bound by the current Trust Deed presently in effect or as it may be amended.

Effective January 1, 2010, where an employee to whom Additional

Allowances 9 or 10 apply does not work the hours of standby in a month provided for in Additional Allowances 9 or 10, the Employer will pay the one dollar and fifty cents (\$1.50) per hour benefit premium on the standby hours not worked.

The Employer shall, not later than the 10th day of each month, mail Health and Welfare contributions for the previous month to the head office of the Fund. Cheques are to be made payable to "The Operating Engineers Local 955 Health and Welfare Trust Fund."

Notwithstanding any provision of this Collective Agreement or any other document, including any document respecting the establishment or administration of the Health and Welfare Trust Fund, the Employer's liability to the said Fund shall be limited to remittance of the contribution in the manner and at the time set out herein.

The Employer shall remit an equal number of hours to the monthly bank deduction of the Operating Engineers Local 955 Health and Welfare Trust Fund for employees who are absent due to illness if the number of worked hours is less than the monthly hour bank deduction. This shall be on a pro-rated basis for employees who are laid off for a portion of the month.

- 23.03 Employer contributions to the Operating Engineers Local 955 Health and Welfare Trust Fund shall entitle the Employer to retain and not pass on to employees any rebates of Employment Insurance premiums other wise required under the Canada Employment and Immigration Commission regulations.

ARTICLE 24 GRIEVANCE PROCEDURE

- 24.01 Any grievance arising from the contravention, interpretation, meaning, operation, or application of any of the terms of this Collective Agreement shall be subject to Grievance Procedures, and an earnest effort shall be made to settle the difference in the following manner. Either the Union or the Employer may institute a grievance under the terms of this Collective Agreement:

- a) The Union shall institute a grievance within ten (10) working days of the act(s) giving rise to the grievance.
- b) The Employer shall institute a grievance within forty-four (44) working days of the act(s) giving rise to the grievance coming to the attention of the Employer.

- 24.02 The Employer and the Union shall commence the grievances at Step II.

- 24.03 **GRIEVANCE PROCEDURE**

- STEP I** Within ten (10) working days of the act giving rise to the grievance, the employee(s) concerned together with the Steward shall first seek to settle the dispute in a meeting with the Manager, and/or appropriate Manager.
- STEP II** Failing satisfactory settlement within two (2) working days after the dispute was submitted under Step I, the employee(s) concerned together with the Steward, shall within five (5) working days submit to the next level of management a written statement of the particulars of the complaint, the article or articles contravened and of the redress sought. That Manager shall meet with the grievor and the Steward and/or the Chief Steward, and render a decision in writing within five (5) working days of receipt of such notice.
- STEP III** Failing settlement being reached in Step II, the employee(s) concerned together with a representative of the Union shall, within five (5) working days of receipt of the decision of the Manager in Step II, notify the Chief Administrative Officer in writing, that it rejects such decision and following a meeting between the grievor, Steward, Business Agent, and representatives of the County to hear the grievance, the Chief Administrative Officer shall render a decision within seven (7) working days of receipt of such notice.
- 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. Within five (5) working days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two (2) appointees selected shall, within five (5) working days, select a Chairman.
- STEP V** Notwithstanding Step IV, both parties, by agreement, may refer a grievance to a single Arbitrator whose decision shall be final and binding on all parties.
- STEP VI** 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 Minister of Labour upon the request of either party.
- 24.04 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.
- 24.05 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.

- 24.06 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.
- 24.07 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;
 - c) one-half (1/2) of the fees and expenses of the single Arbitrator appointed under Step V.
- 24.08 The time limits fixed in both the Grievance and Arbitration Procedures may be extended by consent of the parties to this Collective Agreement.
- 24.09 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 arrangement 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.
- 24.10 In the event of termination, the grievance shall be advanced to Step III.
- 24.11 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.
- 24.12 For the purpose of the Grievance and Arbitration Articles, working days shall mean days on which the County office is open.

ARTICLE 25 PRINTING

- 25.01 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 26 DURATION OF COLLECTIVE AGREEMENT

- 26.01 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.

- 26.02 Negotiated increases or changes will apply only to employees employed at the date of signing the Collective Agreement.
- 26.03 The notice required hereunder shall be validly and sufficiently served at the office of the County and of the Union.
- 26.04 If notice to commence collective has been served and no new Collective Agreement has been reached at the expiry date of this Collective Agreement, then this Collective Agreement shall remain in effect until a new Collective Agreement is reached or a strike or lockout occurs.

Signed this _____ day of _____, 20____.

For Parkland County

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

Rodney Shaigec
Mayor

Bruce Moffatt
Business Manager

Beth James
Chief Administrative Officer

Victor Banfield
Treasurer

Tracy Kibblewhite
General Manager,
Corporate Services Division

SCHEDULE A: 2016-2019 WAGE SCHEDULE OF HOURLY RATES				
PUBLIC WORKS CLASSIFICATIONS	Jan 1 2016	Jan 1 2017	Jan 1 2018	Jan 1 2019
Mechanic, Heavy Duty	38.14	39.28	*See Letter of Understanding (III)	
Partsman	32.53	33.50		
Equipment Operator III	33.04	34.03		
Equipment Operator II	31.55	32.49		
Equipment Operator I	26.30	27.08		
Maintenance Service Worker V	34.54	35.22		
Maintenance Service Worker IV	31.07	31.99		
Maintenance Service Worker III	28.39	28.95		
Maintenance Service Worker II	24.87	25.61		
Maintenance Service Worker I	23.79	24.26		
Solid Waste Lead Hand	31.07	31.99		
Solid Waste Worker	24.87	25.61		
Flagperson	18.75	19.12		
ENGINEERING CLASSIFICATIONS				
Survey Technician III	31.07	31.99		
Survey Technician II	27.71	28.53		
Survey Technician I	26.22	27.00		
Survey Assistant	22.61	23.28		
Pest Control Officer	30.60	31.21		
AGRICULTURE CLASSIFICATIONS				
Spray Crew Worker I (Licensed Applicator)	26.73	27.52		
Spray Crew Assistant	24.02	24.73		
Weed Inspector	23.79	24.50		
Horticulturist	22.23	22.89		
PARKS SERVICES & RECREATION CLASSIFICATIONS				
Parks Services Worker II	20.24	20.84		
Parks Services Worker I	18.62	19.17		
Senior Life Guard	24.20	24.67		
Junior Life Guard	20.69	21.09		

*Pay Rate Market Adjustment is phased in over two (2) years (January 1, 2016 – January 1, 2017).

*Cost of Living Increase (COLA) is applied to the Market Adjustment as if phased in January 1, 2016 (2016 COLA – 1.50%, 2017 COLA – 2.00%).

TRADES APPRENTICES

First year (60% Journeyman Rate)
Second year (75% Journeyman Rate)
Third year (90% Journeyman Rate)

Note: Parks Service Worker II is an individual who has at least one full summer of experience as a PSW I cutting grass and performing other park related duties with Parkland County. A PSW I is an individual with no prior experience working as a summer grass cutter or performing other parks related work with Parkland County.

ADDITIONAL ALLOWANCES

1. A Journeyman Tradesman with an extra ticket that is separate and distinct and related to the employee's work will be paid an additional one hundred sixty dollars (\$160.00) dollars per month.
2. Journeyman Mechanics and others required by the County to provide a substantial amount of their own tools will receive a tool allowance of five hundred fifty dollars (\$550.00) in 2016, six hundred dollars (\$600.00) in 2017, six hundred fifty dollars (\$650.00) in 2018, seven hundred dollars (\$700.00) in 2019 and thereon per year to be paid in December prorated to service for the year.
3. Journeyman Mechanics are required by the Employer to obtain a Commercial Vehicle Inspection License. Effective January 1, 2010, nine cents (\$.09) is included in the Mechanic, Heavy Duty hourly rate in recognition of this requirement.
4. The Employer will pay for the medical requirements of Class I and Class II licenses if the position requires such license.
5. Grader Operators using their own power for plug-ins will receive one hundred dollars (\$100.00) per month for the months of November, December, January, February and March; to be paid monthly, effective November 1, 2003.
6. 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.
7. Any employee who works a regularly scheduled shift, in which the majority of hours excluding overtime fall between the hours of 6:00 p.m. and 8:00 a.m. shall receive a premium of thirty (\$0.30) cents per hour for all hours worked during that shift.
8. Employees requested to use their own vehicles on County business will be paid at the prevailing County rate. The Employer may make regulations governing the submission, approval, and payment of claims for employee vehicles used.
9. Road construction employees shall receive a guarantee (standby) equivalent to fifty-five (55) hours straight time pay bi-weekly during the construction season. During the specified fifty-five (55) hour period employees paid under this provision will be expected to perform alternative work as assigned by the Employer and if such work is refused, the standby shall not be paid.
10. Grader Operators shall receive a guarantee (standby) equivalent to fifty-five (55) hours straight time pay bi-weekly. During the specified fifty-five (55) hour period employees paid under this provision will be expected to perform alternative work as assigned by the Employer and if such work is refused, the standby shall not be paid.

11. Any employee on standby provisions referred to in number 9 and number 10 above must contact the Employer by 8:00 a.m. in each day to verify work is not available for the day.

LETTER OF UNDERSTANDING (I)

This letter shall be attached to the Collective Agreement and only apply to those employees who were employed as of May 2, 1994, and since remained continuously employed by the County. Such employees shall be eligible to receive the following entitlements:

- i) All Public Works and Surveyor employees shall receive five (\$0.05) cents per hour for each year of service after three (3) years to a maximum of seventy (\$0.70) cents per hour for years of service. Employees employed as of May 2, 1994, and who are receiving an entitlement under this provision shall have this entitlement frozen at that rate for the duration of this Collective Agreement.
- ii) Effective January 1, 1987, all other employees who qualify for the seniority bonus as outlined in (i) shall receive an additional five (\$0.05) cents per hour for 1987 and continue to receive an additional five (\$0.05) cents each subsequent year to a maximum of sixty (\$0.60) cents per hour. Employees employed as of May 2, 1994, and who are receiving an entitlement under this provision shall have this entitlement frozen at that rate for the duration of this Collective Agreement.

Employees employed after May 2, 1994, shall not be eligible for the above entitlements.

LETTER OF UNDERSTANDING (II)

It is agreed that for the purposes of permanent lay-off employees employed as Equipment Operators in Public Works Classifications may exercise their seniority rights over those employees employed as Maintenance Service Workers in Public Works Classifications.

LETTER OF UNDERSTANDING (III)

The Employer and the Union agree to re-open a review of Schedule A – Wages Schedule of Hourly Rates only for 2018 and 2019. The Union will notify the Employer by October 1, 2017 to initiate this review. Any changes agreed upon as a result of the wage review will become effective January 1, 2018.