

SOURCE	Union
EFF.	950202
TERM.	98/12/31
No. OF EMPLOYEES	11
NOBRE D'EMPLOYÉS	df

COLLECTIVE AGREEMENT



BETWEEN

**The County of Parkland No. 31
(hereinafter referred to as the "Employer")**

OF THE FIRST PART

- AND -

**The International Union of Operating Engineers - Local 955,
Special Constables Unit
(hereinafter referred to as the "Union")**

OF THE SECOND PART

1995

10123(01)

COLLECTIVE AGREEMENT

BETWEEN

The County of Parkland No. 31

AND

**The International Union of Operating Engineers - Local 955,
Special Constables Unit**

TABLE OF CONTENTS

<i>ARTICLE</i>	<i>TITLE</i>	<i>PAGE</i>
ARTICLE 1	PURPOSE	1
ARTICLE 2	TERM OF COLLECTIVE AGREEMENT	1
ARTICLE 3	SCOPE	1
ARTICLE 4	SECURITY	2
ARTICLE 5	MANAGEMENT RIGHTS	2
ARTICLE 6	UNION DUES.....	2
ARTICLE 7	LABOUR/MANAGEMENT COMMITTEE.....	3
ARTICLE 8	UNION REPRESENTATIVES & SHOP	3
	STEWARDS	
ARTICLE 9	CLASSIFICATIONS.....	4
ARTICLE 10	SENIORITY	4
ARTICLE 11	LAY-OFF AND RECALL.....	7
ARTICLE 12	PROBATIONARY PERIOD	7
ARTICLE 13	APPLICATION OF SENIORITY	8
ARTICLE 14	DISCIPLINE & DISMISSAL	9
ARTICLE 15	LEAVES OF ABSENCE.....	9
ARTICLE 16	ANNUAL VACATION	11
ARTICLE 17	STATUTORY HOLIDAYS.....	13
ARTICLE 18	HOURS OF WORK/SHIFT SCHEDULES	13
ARTICLE 19	OVERTIME	15
ARTICLE 20	WAGES	16
ARTICLE 21	SICK LEAVE	17
ARTICLE 22	BENEFITS.....	18
ARTICLE 23	GRIEVANCE PROCEDURE	19
ARTICLE 24	PRINTING	22
ARTICLE 25	NOTICE PROVISIONS	22
ARTICLE 26	UNIFORM AND CLOTHING ALLOWANCE	22
ARTICLE 27	GENERAL	24
ARTICLE 28	ADDITIONAL ALLOWANCES.....	25
	WAGE SCHEDULE - SCHEDULE "A"	25
	LETTER OF UNDERSTANDING (I)	26

after referred to as the Department), excluding incumbents of managerial positions established by the **Employer and Incumbent(s)** of the following positions:
Manager of Patrol and Emergency Communication Services
Administrative Staff Sergeant
Animal Control Supervisor

3.02 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** agreement.

ARTICLE 4 SECURITY

4.01 **Any** employee who, **as of the** effective date of **this** agreement, is a member in **good standing** of the **Union**, or **who may** become a member **during** the life of **this** 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.

4.02 **Any** employee **hired under** the terms of **this** agreement shall, **as** a condition of employment, make application for **membership** in the Union **within** thirty (30) days.

ARTICLE 5 MANAGEMENT RIGHTS

5.01 **The** Union **recognizes the** Employer's retention of those residual rights of management that are not specifically limited by the expressed terms of the agreement.

ARTICLE 6 UNION DUES

6.01 All **employees covered** by this agreement **shall** pay monies equal to the established dues of the **Union** as set out **from** time to time **by the** membership.

6.02 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.

6.03 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 7 LABOUR MANAGEMENT COMMITTEE

7.01 The Union may appoint two (2) members to the Labor/ Management Committee with only one (1) to attend the meeting. The Business Agent may also attend.

ARTICLE 8 UNION REPRESENTATIVES AND SHOP STEWARDS

8.01 The Shop Steward is accepted in principle by the Employer. The Union shall list with the Manager of Patrol and Emergency Communication Services 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.

8.02 The Employer agrees that a Shop Steward may conduct a review of any dispute arising from the application of this 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 County Commissioner.

8.03 The Union will 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) patrol members **who** are authorized to do business on behalf of the **Union**. When permission is granted from the Employer to a member, 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 9 CLASSIFICATIONS

9.01 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.

9.02 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.

ARTICLE 10 SENIORITY

10.01 FULL TIME EMPLOYEES

- a) 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** agreement based on fifty-two (52) **weeks** per year on a year to year **basis**.

8.03 The **Union** will 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) patrol members who are authorized to do business on behalf of the Union. When permission is granted from the Employer to a member, 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 9 CLASSIFICATIONS

9.01 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.

9.02 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.

ARTICLE 10 SENIORITY

10.01 FULL TIME EMPLOYEES

- a) 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** agreement based on fifty-two (52) **weeks** per year on a year to year basis.

- b) Full time employees: defined as one who works thirty seven and one half **(37.5) hours per week** averaged over four **(4)** consecutive weeks.

10.02 PART TIME EMPLOYEES

- a) 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 agreement.
- b) A part time employee is defined ~~as~~ one who ~~works~~ less than thirty seven and one half **(37.5)hours per week** averaged over four **(4)** consecutive ~~weeks~~.

10.03 If the employees should have ~~the~~ same starting date, the Employer shall place them on the list as per previous training and experience. The ~~Employer~~ will provide the union with a current up to date list of seniority of employees once each calendar year;

10.04 Seniority shall only **accrue** during:

- a) periods the ~~member~~ 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.

10.05 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.

10.06

Seniority shall be lost and a member shall be deemed terminated for any one of the following reasons:

- a) **any period** of absence, including illness, disability or injury in excess of twelve **(12)** months;
- b) upon return to work or within three (3) days of the expiration of the leave, a member 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 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 a member 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 member resigns or retires;
- f) is discharged.

10.07

If any employee is promoted or transferred to **another** job within the **County of Parkland** but outside the unit covered by this agreement and later returns to **a job** covered by this agreement, he will maintain **his** seniority that he had when promoted or transferred but shall not accumulate seniority while working outside **the** agreement:

10.08 When promotions within the Patrol 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.

ARTICLE 11 LAY-OFF AND RECALL

11.01 In **the** event of a lay-off, **seniority** and classification shall be **the** deciding factors, with the **least** of each being the first laid **off** in accordance with Schedule A.

11.02 When **recalling** members after a lay-off those with the greatest seniority and classification will be the first recalled in accordance with Schedule A.

11.03 If it becomes necessary **to** reduce the work force, the **Employer** will provide twenty-one (21) 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-one (21) calendar days notice or such greater notice **as** set **out** in the Employment Standards Code.

11.04 No new employee shall commence employment while members of **the** service are on lay-off.

ARTICLE 12 PROBATIONARY PERIOD

12.01 The probationary period for all newly hired members shall be **six** (6) calendar months.

12.02 All newly hired members shall be entitled to all terms and conditions of **this** agreement after the date employment commenced except with regard to discharge, Employment of probationary **members** may be terminated **at any** time during their probationary period at the Employers sole discretion and **no** access to the grievance procedure will be available.

- 12.03 The Employer shall within 15 days ~~worked~~ of the successful completion of the ~~probationary~~ period notify, in writing, the Employee ~~and~~ the ~~Union~~.
- 12.04 Once a member has completed their probationary period, the Employer will ~~not~~ reinstate the ~~member~~ to a probationary ~~period~~ for reasons of discipline.
- 12.05 Members who are promoted to a higher rank will serve a trial ~~period~~ of twelve (12) calendar ~~months~~. ~~Should~~ the Employer determine the member is unsatisfactory, the member will be transferred to his previous rank and pay prior to the ~~promo-~~tion,
- 12.06 The Employer will advise the member of his successful completion of the probationary ~~period~~ in ~~writing~~.

ARTICLE 13 APPLICATION OF SENIORITY

- 13.01 In filling a new permanent position or a vacancy, the Employer ~~shall post a~~ notice of vacancy on a ~~bulletin board~~ in the office of the Patrol Department for a ~~minimum~~ of ten (10) days so that all members will have knowledge of same. Any member 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~~.
- 13.02 The Employer agrees that present employees of this 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.
- 13.03 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 13.01 within ten (10) working days.
- 13.04 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 14 DISCIPLINE AND DISMISSAL

14.01(a) Discipline **in** this collective agreement is defined as: any action **by** the employer imposed **on** the employee, to include **the** following:

- a) **warning** letter;
- b) suspension with or without pay;
- c) **dismissal**.

14.01(b) The Employer shall forward all ~~correspondence~~ with regards to disciplinary action imposed, **to** the Business Agent and the employee involved.

14.02 Any employee, should he ~~so~~ choose, shall be permitted to have **a** Union representative **present** when he or she is being subject to any disciplinary action.

14.03 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 Police Act.

14.04 **The** employee shall **be** advised in writing of any discipline involving the Solicitor General.

14.05 **Should a member** of the public make a written complaint which causes **an** investigation against a member, the employer shall notify **the** employee involved by memorandum within **ten** (10) working days upon the employer receiving such complaint.

14.06 **Any** discipline **imposed** through **the** Solicitor General under the Police **Act** shall not be subject to the grievance and arbitration process.

ARTICLE 15 LEAVES OF ABSENCE

15.01 **The** Employer may grant leaves of absence with or without pay upon written request with particulars from a member.

- 15.02 If the employee requests this leave due to illness in **the** family, a medical certificate may be required indicating the employees presence is necessary.
- 15.03 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 to attend to their social and family responsibilities.
- 15.04 If considerable travel is involved, up to **two (2)** days travel time with pay may **be** granted.
- 15.05 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.
- 15.06 Members requesting bereavement leave will discuss leave requirements with **the** Manager of Patrol **and** Emergency Communication Services or **his** designate to reach agreement upon the period of leave required.
- 15.07 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.
- 15.08 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) a day 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.
- 15.09 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** attendance to **his** social **and** family

responsibilities. If the **employee** is on vacation, no **financial hardship will be involved in his attendance** to the social and family responsibilities of bereavement.

- 15.10 a) **Maternity leave shall be awarded to any female employee in accordance with the provisions of the Employment Standards Code. This leave may be extended at the discretion of the Employer.**
- b) **Employees applying for maternity leave who are normally eligible for benefits and/or sick leave, shall apply for unemployment insurance benefits at the earliest opportunity and remain in receipt of unemployment insurance benefits for the full period of time for which unemployment insurance is available to the employee during the maternity leave, in accordance with any SUB plan that the Employer has established with Unemployment Insurance.**

ARTICLE 16 ANNUAL VACATION

- 16.01 **Full time employees shall be entitled to vacation credits according to the following schedule:**
- a) **Less than one (1) complete year of service - four percent (4%) payout of straight time earnings.**
- b) **After completing one (1) year of service as of December 31 - three (3) weeks (112.5 hours).**
- c) **After completing eight (8) years of continuous service as of December 31 - four (4) weeks (150 hours).**
- d) **After completing seventeen (17) years of continuous service as of December 31 - five (5) weeks (187.5 hours).**
- e) **An employee who has completed less than twelve (12) full months of service as of December 31st in any given**

	Less than 8 years		8 - 16 Years		17 Years or More	
	Total	Service	Total	Service	Total	Service
Calendar Service	Exact Credit	Whole Credit	Exact Credit	Whole Credit	Exact Credit	Whole Credit
1 month	1.25	2	1.67	2	2.08	3
2 months	2.5	3	3.33	4	4.17	5
3 months	3.75	4	5	5	6.25	7
4 months	5	5	6.67	7	8.33	9
5 months	6.25	7	8.33	9	10.42	11
6 months	7.5	8	10	10	12.5	13
7 months	8.75	9	11.67	12	14.58	15
8 months	10	10	13.33	14	16.67	17
9 months	11.25	12	15	15	18.75	19
10 months	12.5	13	16.67	17	20.83	21
11 months	13.75	14	18.33	19	22.92	23

16.02 ~~Part~~ time employees *shall* be entitled to vacation credits according to the following schedule:

- a) Less than one (1) complete year of service - four percent (4%) payout of straight time earnings.
- b) More than one (1) complete year of service - six percent (6%) payout of straight time earnings.

16.03 In the event of termination, any vacation entitlements shall be paid out.

16.04 Vacation may be taken in two (2) periods and shall be called first (1st) and second (2nd) choice. The first choice made shall be given to those with the most seniority and shall be entered on the Posted Vacation Planner Sheet accordingly. This sheet shall be posted in the workplace between January 1 and March 31 of each year. After all individuals have written or indicated their first choice, the second choice may be recorded or indicated on the Vacation Planner Sheet. Second choice can be in reverse seniority. All vacation schedules shall be approved by the Employer. Application of this Clause is for bargaining unit personnel only.

ARTICLE 17 NAMED HOLIDAYS

17.01 All employees covered by this agreement shall, unless otherwise provided, be entitled to the following named 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.

17.02 In the event that any of the holidays specified in Clause 17.01 above fall on a regular working day during the period of an annual vacation, 7.5 hours shall be added to his annual vacation for each day so accruing.

17.03 All hours worked on any of the above named holidays shall in addition to the regular wage be paid for at the rate of one and one half (1 1/2) times the regular rate.

17.04 When a named holiday falls on a day not worked by the employee, the employee shall have the option to bank 7.5 hours or be entitled to regular pay for the 7.5 hours. Named holidays banked shall be taken within one year from when they are earned. The banking option referred to in this clause does not apply to part time employees.

17.05 Members wishing to take a named holiday(s) from the bank must notify the Manager of Patrol and Emergency Communication Services in writing, seven (7) working days in advance and, such choice shall be acceptable to the Employer.

ARTICLE 18 HOURS OF WORK/SHIFT SCHEDULES

18.01 Full time employees shall work shifts scheduled by the

Employer with an unpaid meal break and two (2) twenty (20) minute paid rest breaks.

- 18.02** **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 twenty (20) minute paid rest break.**
 - c) Over six (6) hours - two twenty (20) minute paid rest breaks and one unpaid meal break.**
- 18.03** **The work week for the members shall be from Monday to Sunday inclusive.**
- 18.04** **Each member shall be scheduled for at least two days off per week.**
- 18.05** **Hours of work shall be defined as thirty seven and one half (37.5) hours/week averaged over a four (4) consecutive week period. (This clause does not apply to part-time employees.)**
- 18.06** **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 member.**
- 18.07** **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 maybe agreed to by the member.**
- 18.08** **Schedules shall be a minimum of eight (8) weeks in content. Schedules shall be posted one (1) week in advance prior to the scheduled start date. The Employer shall not alter the employee's regular posted days off, unless mutually agreed to by the employee.**

ARTICLE 19 OVERTIME

- 19.01 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.
- 19.02 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.
- 19.03 ~~Court~~ overtime for full time employees shall mean overtime where a member ~~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 ~~member~~ shall receive overtime at the rate of time spent only **and not the three** (3) hour minimum.
- 19.04 ~~Court~~ overtime ~~for~~ part time employees shall **mean** overtime where a member is required **to** attend court either prior to or after a regularly scheduled shift in excess of eight (8) hours or on any ~~members~~ 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.
- 19.05 a) Mileage will **be** paid only within **County** boundaries at the prevailing **County** rate **to** and from **court**. Mileage pay will be paid to employees attending court during **off duty** time only, except if the member has exchanged his 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 member'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.

b) For employees employed ~~as~~ of February 2nd, 1995, the above mileage shall be paid within a radius of 25 km outside the county boundaries in addition to the ~~area~~ within the ~~County~~ boundaries.

19.06 If any employee ~~as~~ a direct result of ~~his~~ duties is required to appear or subpoenaed ~~to~~ appear ~~as~~ a witness during ~~his~~ regular hours of work, he shall not suffer any loss of pay as a result of ~~his~~ appearance in ~~court~~. All ~~court~~ fees received by the employee shall ~~be~~ submitted to the Employer.

19.07 If any employee is ~~required~~ to attend ~~court~~, or subpoenaed ~~to~~ appear as a witness as a direct result of his duties, during ~~his~~ annual vacation ~~period~~, vacation days shall ~~be~~ rescheduled in whole or in part as paid vacation leave upon the approval of the Employer.

19.08 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 regular~~ time on a call out. If ~~this~~ call but exceeds ~~two (2) hours then~~ the one and one half ~~U 1/2)~~ times rate shall apply.

19.09 Call ~~Out~~ - All meetings ~~or~~ other duties ~~where~~ part-time employees are ~~required~~ (by the Employer) ~~to~~ attend outside their regular scheduled hours in excess of eight (8) hours are considered a call out. The Employer agrees to ~~pay~~ a minimum of three (3) hours regular time on a call out. If this call out ~~exceeds~~ two (2) hours then one and one half (1 1/2) times rate shall apply.

19.10 Overtime shall be paid and not be accumulated.

ARTICLE 20 **WAGES**

20.01 Members will ~~be~~ paid semi-monthly according to Schedule "A" attached.

20.02 ~~Shift~~ Differential: ~~The~~ ~~shift~~ differential pay at a rate of thirty cents (\$0.30) ~~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 **0800** hours. The shift differential rate will be paid **for** hours completed commencing at **1400** hours or later. **This** will be paid on a monthly basis **as** indicated on the monthly time sheet **as** premium hours. (This clause **does** not apply to part time employees.)

20.03 A member 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 Chief Constable.

20.04 It is understood **and** agreed that the advancement from a "Level 4" **to a** "Senior" Constable **rank** as set **out** in Schedule "A" shall be subject to the employee having maintained a "Level 4" **rank** for a minimum three (3) years **and** successfully **passing a written examination** prepared by the Employer.

ARTICLE 21 SICK LEAVE

21.01 The Employer shall grant to the **employee** one and one half (1 1/2) work **days** of sick leave per month, pro-rated for part time employees based **on** their current F.T.E.. Effective the date of signing, unused sick leave credit may be accumulated **to a** maximum of ninety (90) calendar days.

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

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

21.04 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.

21.05 For employees who have accumulated a total credit of **greater** than **sixty** (60) calendar days the credit 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 Clause 21.04 **is** absent on sick leave, the days such employee is **offwork** shall **first be** deducted from the **rebuildable** credit of up to **ninety** (90) **days** rather than from those days in excess of ninety (90) days credited to employees of long standing.

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

21.07 **Upon** full retirement, **between** the age of fifty-five (55) and sixty-five (**65**) years, **an** employee shall be entitled to be paid out twenty-five percent (**25%**) of **his remaining** accumulated **sick** leave to a maximum **of** twenty-two and one half (22.5) days.

ARTICLE 22 BENEFITS

22.01 Effective **January 1, 1992** the Employer **agrees** to pay eighty-five percent (**85%**) of the monthly premium costs of eligible employees for the following benefits when available to the Employer through the Alberta **School** Employees Benefit **Plan:**

- a) Life **and** Accidental Death **and** Dismemberment,
(Schedule **2**) - eighty-five percent (**85%**) of premium
- b) Long Term Disability
(Plan **D**) - eighty-five percent (**85%**) of **premium**

- c) Extended Health Care
(Plan 1) - eighty-five percent (85%) of premium
- d) Dental Care
(Plan 3) - eighty-five percent (85%) of premium

- 22.02 Effective January 1, 1992 the Employer agrees to pay eighty-five percent (85%) of eligible employees monthly premiums payable for the County's group Alberta Health Care plan.
- 22.03 Payments made towards benefit plans by the Employer shall permit the Employer to retain and not pass on to members any rebates of premiums otherwise required under Canada Employment and Immigration Commission regulations.
- 22.04 The Employer shall make available to all eligible members brochures outlining the above plans.
- 22.05 There shall be no salaries or benefits paid by the Employer while a member is on Long Term Disability.

ARTICLE 23 GRIEVANCE PROCEDURE

- 23.01 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 member should attempt to resolve the issue with a non-bargaining unit supervisor prior to moving to STEP 1. The member may request a Union representative be present at this meeting.
- 23.02 The Union or the Employer may institute a grievance under the terms of this 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,
- STEP I The member(s) will submit a written statement and discuss the alleged grievance with the Director of Public Services within ten (10) working days of the act(s) giving rise to the grievance. The Director of Public 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 **Director** of Public Services.

STEP II The aggrieved member(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 **County** Commissioner. 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 concerned, together with a representative of the Union, shall, within seven (7) working days of receipt of the decision of the **County** Commissioner, **notify the County** Commissioner 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 being a Public Member of the Patrol Advisory Committee, and two (2) **members** selected by the Business Agent shall be convened to hear and review the grievance. The **Committee** 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.

- 23.03 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.
- 23.04 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 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 Agreement.
- 23.05 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.
- 23.06 Each party shall pay:
- a) the fees and expenses of the Arbitrator it appoints;
 - b) one-half of the fees and expenses of the Chairman.
- 23.07 The time limits fixed in both the Grievance and Arbitration Procedures may be extended by consent of the parties in this agreement.
- 23.08 Any grievance which fails to meet the timelines, without an extension provided for in 23.05 will be considered abandoned. If the Employer fails to comply with any timeline provided for in the grievance procedure then the Employer will be deemed to have conceded the grievance.
- 23.09 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 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**.

23.10 In the event of a termination of an employee, the grievance shall be advanced to **STEP II**.

ARTICLE 24 PRINTING

24.01 The Employer agrees to print **this** agreement and the Union agrees to pay one half of the reproduction cost involved in producing a copy of **this** agreement for each affected **em**-**ployee**.

ARTICLE 25 NOTICE PROVISIONS

25.01 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:

County Commissioner
County of Parkland No. 31
Postal Bag 250
Stony Plain, Alberta
TOE 2G0

Business Agent
International Union of
Operating Engineers
Local 955
10350 - 172 Street
Edmonton, Alberta
T5S 1G9

25.02 Such notice or service shall be deemed received on the date hand delivered or on the third working day following the date of registered mailing.

ARTICLE 26 UNIFORM AND CLOTHING ALLOWANCE

26.01 Should an item supplied by the Employer under article 26.03 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.

26.02 The Employer shall **be** responsible for **any** costs **incurred** by an employee **requiring** alterations to **any** of the **new** items listed in Clauses 26.03 and 26.04 with prior authorization of the Employer.

26.03 **Uniform Clothing Allowance** issued to members shall include **the** following items:

a) Constables and Sergeants:

- 2 pair of tailor made ~~or~~ beat pants
- 3 summer shirts
- 3 winter long sleeve shirts
- 1 all weather jacket
- 2 ties
- 1 rain coat
- 1 winter fur hat • muskrat
- 1 dress tunic
- 1 pair white dress gloves
- 2 sets of collar dogs
- 1 name tag
- 1 hat badge
- 1 wallet badge
- 1 forage hat
- 1 sweater
- 1 pair of boots
- 1 pair of leather winter gloves

b) Animal Control Officers and Poundkeeper

- 1 rain coat
- 2 summer shirts
- 2 winter shirts
- 2 pair of pants
- 1 tie
- 1 winter/summer jacket
- 1 coverall
- 2 name tags

- 1 fur hat
- 1 pair of boots
- 1 pair of gloves
- 1 green sweater

26.04 Yearly issue: The Employer agrees to supply the following items per **annum**:

a) Constables and Sergeants

NEW

- 2 ~~shirts with~~ crest
- 2 pairs of tailor made or beat pants
- 1 tie

b) Animal Control ~~officers~~ and Poundkeeper

NEW

- 1 pair of pants
- 1 tie
- 2 shirts with crests

26.05 ~~Upon purchase~~ of bullet proof vest the Employer agrees to rebate the employee the **sum** of two hundred dollars (\$200.00).

26.06 Drycleaning: The employer **agrees** to pay for the drycleaning of issue pants as the need **arises as well as** Patrol jackets, parkas, tunics and ties,

ARTICLE 27 GENERAL

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

27.02 **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.

27.03 Any employee on leave ~~or~~ vacation from ~~work~~ under a specific provision in this agreement will not, during that leave or vacation, be entitled to claim any other entitlement to leave.

ARTICLE 28 ADDITIONAL ALLOWANCES

28.01 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,

28.02 The Employer will provide employees ~~with a~~ parking area for their vehicles when they are required to ~~work~~ at the Employer's premises.

28.03 (a) Any employee required by ~~the~~ Employer to temporarily perform ~~work~~ in a ~~higher~~ category ~~for a~~ minimum ~~two (2)~~ consecutive days will receive the higher rate of pay for all ~~hours worked~~ while in that category.

(b) Seniority shall ~~be the~~ determining factor in selection to temporarily perform ~~work~~ referred to in (a) above.

28.04 First Aid Courses offered by the Employer will be at the option of the ~~employee~~.

**SCHEDULE A
PATROL DEPARTMENT GRID
WAGE SCHEDULE**

CONSTABLES 1995

	Per Annum
LEVEL 1	\$32,312.62
LEVEL 2	\$33,661.91
LEVEL 3	\$36,401.12
LEVEL 4	\$37,862.70
SENIOR	\$39,712.72

SERGEANTS 1995

	Per Annum
LEVEL 1	\$41,278.80
LEVEL 2	\$43,292.73

ANIMAL CONTROL OFFICERS

POUNDKEEPER

	<u>1995</u>
LEVEL 1	\$10.13/hour
LEVEL 2	\$10.45/hour
LEVEL 3	\$10.77/hour
LEVEL 4	\$11.11/hour

	<u>1995</u>
	10.13/hour

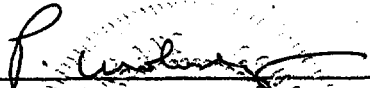
LETTER OF UNDERSTANDING (I)

For the purpose of implementing a "common anniversary date" for vacation purposes, the parties hereby agree that:

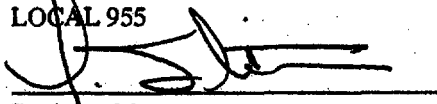
- (i) During 1995, permanent employees shall receive their applicable vacation credits on the anniversary of their appointment to the position - in accordance with articles 16.01 (b), (c), and (d) of the 1993 agreement, and;
- (ii) At the end of 1995, permanent employees shall receive a pro-rated amount of vacation credits in accordance with the table in article 16.01 (e) in the new (1995) collective agreement, and;
- (iii) The County's policy on carry-over of unused vacation credits shall be relaxed until December 31, 1996.

FOR THE COUNTY OF
PARKLAND NO. 31

FOR THE INTERNATIONAL UNION
OF OPERATING ENGINEERS
LOCAL 955



Reeve



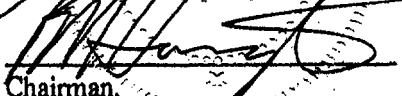
Business Manager



County Commissioner



Recording Corresponding Secretary



Chairman,
Negotiating Committee

27