

*in regard  
effective  
96-01-01*

SOURCE	<i>Union</i>		
EFF.	<i>96</i>	<i>05</i>	<i>01</i>
TERM.	<i>97</i>	<i>12</i>	<i>31</i>
No. OF EMPLOYEES	<i>98</i>		
NOMBRE D'EMPLOYÉS	<i>A.H.</i>		

# Collective Agreement

between

**Parkland County**

and

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

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**ARTICLE 1      PURPOSE**

1.01            The purpose of this 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            Permanent Employee: an employee occupying a permanent position who has successfully completed the required probationary **period**.

2.02            Seasonal Employee: an employee occupying a seasonal position.

2.03            Temporary Employee: an employee occupying a temporary position.

2.04            Casual Employee: an employee other than a permanent, seasonal or temporary employee who has been hired to work on an occasional or intermittent basis.

2.05            Probationary Employee: an employee serving a probationary **period** of employment in a position coming under the scope of this agreement.

2.06            Permanent Position: a set of **tasks**, duties and responsibilities which require the services of one person and which has been designated by the employer as being required on a twelve (12) months per year basis indefinitely.

2.07            Seasonal Position: a set of **tasks**, duties and responsibilities which require the services of one person and which has been designated by the Employer as being required for a period of more than five (**5**) continuous months but less than twelve (12) continuous months on a year to year basis.

2.08            Temporary Position: a set of **tasks**, duties and responsibilities which require the services of one person and which has been established as such by the employer in which the incumbent is required for a predetermined period of time or for a predetermined **task** or purpose of not less than three (**3**) months.

2.09            Seniority: the length of continuous or accumulated months of employment with the employer and portions thereof in days within the Scope of this Agreement, not including **period** of lay-off. Seniority accumulated prior to date of ratification of this agreement must remain.

2.10 Disciplinary Act: is a penalty imposed upon the Employee by the Employer and will include a written warning, suspension or dismissal.

### **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) Superintendent, Public Works
- (c) Foremen, Public Works
- (d) Shop Foreman
- (e) Manager, Agricultural Services
- (f) Project Officer
- (g) Manager, Construction and Technical Services
- (h) Manager, Recreation and Cultural Services
- (i) Assistant Manager, Agricultural Services
- (j) Road Construction Foreman

### **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 <b>13.03</b> )
Article 14	Application of Seniority
Article 15	Discipline and Dismissal
Article 16	Bereavement Leave
Article 17	Juror or Witness Leave
Clause 17.04	
Article 18	Annual Vacation
Article 19	Named Holidays
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, 12.

Annual vacation and named holidays will be 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 Application of Seniority
- Article 16 Bereavement Leave
- 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, 12.

**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 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 Agreement.

**ARTICLE 6 UNION DUES AND SECURITY**

6.01 Any employee who, as of the effective date of this Agreement, is a member of the Union in good standing or who may become a member during the life of this Agreement shall, **as** a condition of employment, continue such membership. All employees covered by this agreement shall pay monies equal to the established dues of the union.

6.02 Any new 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.

- 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 his/her 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 Agreement, the Employer agrees to recognize the Union as the sole bargaining agent in the matter of all conditions specified in this Agreement.

## **ARTICLE 7 LABOUR/MANAGEMENT COMMITTEE**

- 7.01 There shall be a Labour/Management Committee consisting of four (4) County of Parkland employees appointed by the Union and four (4) members appointed by the Employer. The Union Business Agent may also attend. The Labour/Management Committee shall meet quarterly to discuss items of mutual concern. The committee shall not alter, amend, or change the terms of this agreement.
- 7.02 In the event of significant staff reductions of a permanent nature affecting Union members, a special Labour/Management Committee 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 Agreement, because of their membership in, or activity on behalf of the Union, or on account of their specific rights arising under the Alberta Individual's Rights Protection Act.

## **ARTICLE 9 UNION REPRESENTATIVES AND STEWARDS**

- 9.01 The Employer recognizes the right of the Job Stewards, Chief 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 it's officers, negotiating committee members, job and chief 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 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 or a Chief Steward may conduct a review of any dispute within their area arising from the application of this agreement. Where permission is granted to a Job Steward or a Chief Steward from the steward's designated manager to leave their employment for up to two (2) hours, the 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 County Commissioner.
- 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 four (4) 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 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.

## **ARTICLE 11 SENIORITY**

11.01 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.

11.02 If an employee is promoted or transferred to a position within the County of Parkland but outside the unit covered by this agreement and later returns to a position 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.

11.03 When an employee leaves the Employer's service and is later re-engaged, his seniority shall date from the date re-engagement.

11.04 When vacant positions are being filled and where all other factors are relatively equal, then seniority shall be the deciding factor.

11.05 An employee shall lose his seniority and be deemed terminated in the event:

- (a) He fails to return to work following a lay-off within seven (7) working days after being notified of his 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 his current address.
- (b) He is laid-off for a period of longer than twelve (12) consecutive months.



- (c) He is absent from work for any reason including illness, disability or injury in excess of one (1) year. An extension of up to one (1) year may be granted by the Employer upon written application of the employee.
- (d) He is dismissed for just cause;
- (e) He resigns.

**ARTICLE 12 PROBATIONARY EMPLOYEES**

- 12.01 The normal probationary period for new employees (except casual) shall be ninety (90) days worked.
- 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 permanent and seasonal employees on probation must be entitled to all terms and conditions of this 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 permanent, 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. 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 - permanent, 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 11.04.

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 ten (10) 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 permanent 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 permanent 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 his current address.

#### **ARTICLE 15 DISCIPLINE AND DISMISSAL**

- 15.01 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.

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

#### **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 Immediate family includes current spouse, child, parent, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, parent of spouse, grandparent, grandchild, or relative who is a member of the employee's household.

- 16.04 In the event of a death of a close friend, or of a relative who is not immediate family, up to one half day with pay may be granted to attend the funeral provided that prior approval is obtained from his designated manager.

16.05 Employees requesting a bereavement leave will discuss leave requirements with their designated manager.

16.06 Bereavement leave will not be granted during any **period** where an Employee is on vacation.

**ARTICLE 17 LEAVE FOR SPECIAL CIRCUMSTANCES**

17.01 The Employer may grant leaves with or without pay for reasons not defined in this agreement.

17.02 When the employee requests this leave, the employee either at the time of the request or upon his return to work, shall provide details, in writing, of the special circumstances requiring such leave.

17.03 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.

17.04 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*.

17.05 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 Annual vacation with pay for permanent employees shall be *earned* as follows:

- (a) An employee who has completed twelve (12) full calendar months of service as of December 31st shall receive fifteen (15) work days of vacation credits in the subsequent year(s).
- (b) An employee who has completed eight (8) full years of service as of December 31st shall receive twenty (20) work days of vacation credits in the subsequent year(s).
- (c) An employee who has completed seventeen (17) full years of service as of December 31st shall receive twenty five (25) work days of vacation credits in the subsequent year(s).

- (d) An employee who has completed less than twelve (12) full months of service as of December 31st in any given calendar year shall receive whole vacation day credits in accordance with the following schedule:

Calendar Service	Less than 8 years Total Service		8 - 16 Years Total Service		17 Years Or More Total 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	2.50	3	3.33	4	4.17	5
3 months	3.75	4	5.00	5	6.25	7
4 months	5.00	5	6.67	7	8.33	9
5 months	6.25	7	8.33	9	10.42	11
6 months	7.50	8	10.00	10	12.50	13
7 months	8.75	9	11.67	12	14.58	15
8 months	10.00	10	13.33	14	16.67	17
9 months	11.25	12	15.00	15	18.75	19
10 months	12.50	13	16.67	17	20.83	21
11 months	13.75	14	18.33	19	22.92	23

- (e) An employee leaving the service of the Employer with less than one year shall receive pay in lieu of vacation at the rate of four percent (4%) of straight time earnings.

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

- (a) up to one (1) year of service, four percent (4%)
- (b) after completing one (1) year, six percent (6%)
- (c) after completing eight (8) years of consecutive service, eight percent (8%)
- (d) after completing seventeen (17) years of consecutive service, ten percent (10%).

18.03 The **period** for calculating holiday pay allowance for seasonal employees shall be from the first day of January to the 31st day of December.

18.04 Permanent 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 designated 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 permanent employees shall take their holidays, at the discretion of the designated manager, pursuant to the preceding terms of this agreement, and the designated manager shall post a holiday list prior to May 1st in each year. Changes in this holiday list 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 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 permanent employee's annual vacation, one (1) extra day shall be added to his annual vacation for each day so accruing.

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

19.04 All hours worked on any of the above named holidays by permanent, seasonal and temporary 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 and not the actual statutory holiday.

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.

## **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. This clause 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 (a) The regular hours of work for all employees shall be up to forty (40) hours per week, except employees involved in road construction.
- (b) The regular hours of work for employees involved in road construction shall be up to forty-four (44) hours per week.

- 20.04 (a) The regular hours of work for all employees shall be up to eight (8) hours per day, except employees involved in road construction.
- (b) The regular hours of work for employees involved in road construction shall be up to nine (9) hours per day.

20.05 Overtime requires prior approval by the designated manager.

- 20.06 (a) All consecutive hours worked which exceed the daily full time equivalent of 1.00 or total hours worked which exceed the weekly full time equivalent of 1.00 shall be paid for at a rate of one and one half (1 1/2) times the regular rate. All hours worked on a Sunday which

are not part of an employee's regularly scheduled hours of work will be paid at one and one-half (1 1/2x) 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 ten (10) 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 eleven (11) hours in any one (1) day he shall be granted a second meal break of not less than one half (1/2) hour with pay.
- 20.10 Any employee called in for work outside of his regular work day shall be entitled to a minimum of four (4) hours of wages at the regular rate 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 hours worked plus mileage to and from the employee's residence if travelled in the employee's vehicle.
- 20.11 Four (4) hours of pay will be paid to employee's reporting for their regular shift, if there is no work available.
- 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.
- 20.12 Employees will be paid bi-weekly.
- 20.13 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.
- 20.14 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 month period the time banked shall be paid out at the overtime rate based on the pay rate at which is was earned.

## **ARTICLE 21 RATES OF PAY AND ACTING INCUMBENCY**

21.01 The Employer agrees that during such times as this Agreement is in force, it will pay all persons covered by the terms of this 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 (except a casual 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 retro-active to the first day of the temporary appointment.
  - (b) When as the result of the absence of an incumbent, a casual employee is appointed for more than five (5) consecutive scheduled work days 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, For casual employees the higher rate of pay shall be applicable on the sixth (6th) consecutive scheduled work day in that position and any days in that position thereafter except for an approved leave of absence.
  - (c) An acting incumbent may also be required to perform some of the duties of his regular position.
  - (d) Notwithstanding the above, an employee (including casual employees) 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 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.
- 22.05 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 his 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 given 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.
- Payment for sick leave days taken due to illness, medical or dental appointments shall be at the rate of eighty-five (85%) percent of regular pay for the first three(3) days of each instance or such leave, and one hundred (100%) for the balance of any sick leave accrued.

## **ARTICLE 23 OTHER BENEFITS**

- 23.01 For each permanent and seasonal employee on the County's group with the Alberta Health Care Insurance Plan, the Employer agrees to contribute to

the extent of one third (1/3) 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 September 1, 1995, and continuing until December 31, 1997, the Employer shall pay one (\$1.00) dollar per hour for each hour worked by each employee into the Operating Engineers Health and Welfare Plan and agrees to be bound by the current Trust Deed presently in effect or as it may be amended.

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 Health and Welfare 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 Insurance 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.

Effective 12:01 a.m., September 1, 1995, employees covered by this agreement shall be covered to the extent of the Operating Engineers Health and Welfare Plan Provisions.

The Employer shall remit on August 31st, 1995, the sum of two hundred and forty (\$240.00) dollars per employee to initiate coverage.

The Employer shall remit an equal number of hours to the monthly bank deduction of the Operating Engineers Health and Welfare Plan 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 toward benefit plans shall entitle the Employer to retain and not pass on to employees any rebates of premiums otherwise required under 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 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 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 STEPS

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 designated 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 County Commissioner 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 County Commissioner shall render a decision within seven (7) working days of receipt of such notice.

STEP IV - Failing settlement being reached in Step III, the grievor shall notify, within ten (10) working days of receipt of the decision from Step III, the County Commissioner in writing, that it rejects such decision. Within the next ten (10) working days, a grievance committee comprised of two (2) members appointed by the Employer and two (2) members appointed by the Union, shall review the grievance and render a written decision. A majority decision of this committee shall be final and binding upon the parties and any employee affected by the decision.

STEP V - Should the parties fail to reach agreement under the Grievance Procedures, Steps I to IV, 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 VI - Notwithstanding Step V, both parties, by agreement, may refer a grievance to a single arbitrator whose decision shall be final and binding on all parties.

STEP VII - 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 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 of the fees **and** expenses of the Chairman;
- (c) one-half of the fees and expenses of the single Arbitrator appointed under Step VI.

24.08 The time limits fixed in both the Grievance and Arbitration Procedures may be extended by consent of the parties to this 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 If the initiator of a grievance does not receive a response to the grievance within the time limits set forth in this Article 24.00, the grievance may be advanced to the next step of the grievance procedure unless such time limits have been extended by mutual consent in writing.

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 agreement and the Union agrees to pay one half of the reproduction cost involved in producing a copy of this agreement for each affected employee.

**ARTICLE 26 DURATION OF AGREEMENT**



26.01 Unless specified elsewhere in this agreement this agreement shall be in full ~~force and effect as of May 1, 1996 and shall continue in full force and effect through and including the thirty-first (31st) day of December 1997, 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 agreement,

26.02 Negotiated increases or changes will apply only to employees employed at the date of signing the 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 no Agreement is reached at the anniversary date of this Agreement and notice to commence collective bargaining has been served the Agreement shall remain in effect; until a new agreement is reached or a strike or lockout occurs.

**WAGE SCHEDULE- SCHEDULE A  
HOURLY RATES**

	<b>Jan 1 1996</b>	<b>Jan 1 1997</b>
<b>PUBLIC WORKS CLASSIFICATIONS</b>		
Mechanic, Heavy Duty	17.05	17.39
Partsman	15.38	15.69
Welder	17.05	17.39
Equipment Operator IV	16.38	16.71
Equipment Operator III	15.65	15.96
Equipment Operator II	14.89	15.19
Equipment Operator I	12.89	13.15
Maintenance Service Worker V	17.42	17.77
Maintenance Service Worker IV	14.99	15.29
Maintenance Service Worker III	13.84	14.12
Maintenance Service Worker II	12.89	13.15
Maintenance Service Worker I	12.34	12.59
Flagperson	7.50	7.65
<b>ENGINEERING CLASSIFICATIONS</b>		
Survey Technician III	14.99	15.29
Survey Technician II	13.25	13.52
Survey Technician I	12.49	12.74
Survey Assistant	12.15	12.39
<b>AGRICULTURE CLASSIFICATIONS</b>		
Spray Crew Worker II	14.89	15.19
Spray Crew Worker I	13.84	14.12
Weed Inspector	12.34	12.59
<b>TRADES APPRENTICES</b>		
Third year (90% Journeyman Rate)		
Second year (75% Journeyman Rate)		
First year (60% Journeyman Rate)		

## **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 forty dollars (\$40.00) 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 \$350.00 per year to be paid in December prorated to service for the year and will be supplied with coveralls.
3. Journeyman Mechanics who are required by the Employer to obtain a Commercial Vehicle Inspection License and do so will receive an additional fifteen dollars (\$15.00) per month.
4. Apprentices will be paid 75% of their wages based on the established work week (Article 20.01, 20.03 and 20.04), semimonthly while attending trade school as part of their apprenticeship program,
5. The Employer will pay for the medical requirements of Class I and Class II licenses if the position requires such license.
6. Grader Operators using their own power for plug-ins will receive seventy-five dollars (\$75.00) per month for the months of November, December, January, February and March; to be paid monthly.
7. 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.
8. 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 cents (.30) per hour for all hours worked during that shift.
9. 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.
10. 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.

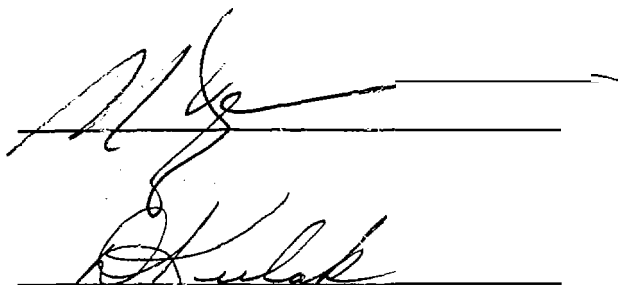


11. Grader Operators shall receive a guarantee (stand by) equivalent to fifty-five (55) hours straight time pay bi-weekly. **During** the specified fifty-five (**55**) hour **period** employees paid under this provision will be expected to perform alternative work as assigned by the employer and if such work is refused, the standby shall not be paid.
12. Any employee on stand by provisions referred to in number 10 and number 11 above must contact the Employer by 08:00 h in each day to verify work is not available for the day.

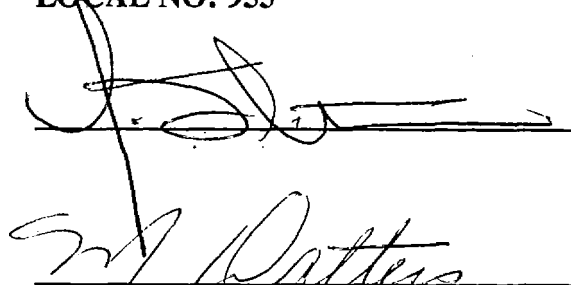
SIGNED IN STONY PLAIN, ALBERTA, THIS 6<sup>th</sup> DAY OF JUNE,  
1996.

**FOR PARKLAND COUNTY**

**FOR THE INTERNATIONAL  
OPERATING ENGINEERS,  
LOCAL NO. 955**



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**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 (5) cents per hour for each year of service after 3 years to a maximum of seventy (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 agreement.
- (ii) Effective January 1, 1987 all other employees who qualify for the seniority bonus as outlined in (1) shall receive an additional five (5) cents per hour for 1987 and continue to receive an additional five (5) cents each subsequent year to a maximum of sixty (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 agreement.

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

**LETTER OF UNDERSTANDING (11)**

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 (111)**

In standardizing the agreement with hourly rates of pay it should be noted that it is not the Employers intention to arbitrarily reduce employees hours of work.

### **INFORMATIONAL MEMO**

The current Parkland County policy on the accumulation of vacation and sick leave credits while away from work (except for regular vacation) is:

1. Worker's Compensation - accumulation of sick leave and vacation benefits will continue for the first 90 calendar days.
2. Leave of Absence With Pay - accumulation of sick leave and vacation benefits will continue for the duration of the leave.
3. Leave of Absence Without Pay - accumulation of sick leave and vacation benefits will continue for the first month or 31 days, whichever is shorter.
4. Sick Leave (Paid by County) - accumulation of sick leave and vacation benefits will continue for 90 calendar days. or until the paid sick leave has expired, whichever is shorter.
5. Sick Leave (Unpaid) - there will be no accumulation of sick leave and vacation benefits.
6. Maternity Leave - there will be no accumulation of sick leave and vacation benefits.
7. Long Term Disability - there will be no accumulation of sick leave and vacation benefits.

**NOTE: THE FOREGOING IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT PART OF THE COLLECTIVE AGREEMENT.**