

COLLECTIVE AGREEMENT
BETWEEN:
THE MUNICIPAL DISTRICT OF
PROVOST, NO. 52



And
INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL UNION NO. 955



January 1, 2020 to December 31, 2021

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COLLECTIVE AGREEMENT

BETWEEN:

The Municipal District of Provost No. 52, a Municipal District

(hereinafter referred to as "the Employer")

OF THE FIRST PART

and

**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 955,
(hereinafter referred to as "the Union")**

OF THE SECOND PART

WHEREAS, it is the purpose of both parties to this Collective Agreement:

1. To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union and to provide an amicable method of settling disputes;
2. To recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions and employment;
3. To encourage efficiency in operations; and
4. To promote the morale and well-being of employees in the bargaining unit;

AND WHEREAS it is now desirable that methods of bargaining and matters pertaining to the working conditions of employees be drawn up in a Collective Agreement.

NOW THEREFORE WITNESSETH that in consideration of the mutual covenants contained herein, the Employer and the Union each agree with the other as follows:

ARTICLE 1.00 DEFINITIONS

1.01 Employee

"Employee" shall mean a person covered by this Collective Agreement and assigned to a position coming within the scope of this Collective Agreement.

1.02 Employer

"Employer" shall mean the Municipal District of Provost No. 52.

1.03 Classification

"Classification" shall mean a group of positions that have sufficiently similar duties, responsibilities, and required qualifications that a common descriptive title may be used

1.04 Position

"Position" shall mean a specific set of duties and conditions developed by the Employer for the purpose of assignment to an employee covered by this Collective Agreement.

1.05 Promotion

"Promotion" shall mean the advancement of an employee to a permanent position with a higher regular rate of pay than his present position.

1.06 Permanent Employee

"Permanent employee" shall mean an employee who is filling a permanent position established by the Employer, and has successfully completed the required probationary period.

1.07 Seasonal Employee

"Seasonal employee" means an employee occupying a seasonal position established by the Employer, who is required to work on a continuous full-time basis for a temporary period.

1.08 Casual Employee

"Casual employee" shall mean an employee who works for less than two (2) months.

1.09 Probationary Employee

"Probationary employee" shall mean an employee who is serving a probationary period of employment with the Employer in a position coming within the scope of this Collective Agreement.

1.10 Lead Hand

Responsible for coordination and duties of the PW and ASB Department as required by the Director of Public Works or Public Works Foreman or Agricultural Fieldman.

1.11 Regular Hours of Work

"Regular hours of work" shall mean the daily hours of work assigned to an employee exclusive of overtime.

1.12 Regular Days Pay

"Regular days pay" shall mean the amount of pay received by an employee, based upon the employee's regular hours of work.

1.13 Regular Rate of Pay

"Regular rate of pay" shall mean the rate of pay assigned to a position as set out in "Appendix A – Wage Schedule".

1.14 Interpretations

In this Collective Agreement, unless otherwise required by the context, all words in the singular shall include the plural and all words in the plural shall include the singular and all words of masculine gender shall include the feminine and vice versa.

ARTICLE 2.00 SCOPE

- 2.01 The Employer recognizes the Union as the exclusive bargaining agent for employees covered by this Collective Agreement and described under the Labour Relations Board Certificate No. 124-2000.

Without restricting the generality of the foregoing, this Collective Agreement shall only apply to those job classifications listed under the "wage and classification" section of this Collective Agreement and any other job position/classification as determined under Clause 18.01.

Exclusions from Scope

- Director of Public Works
- Janitor/Caretaker
- Pest Control Officer
- Agricultural Fieldman
- Assessor
- Development Officer
- Peace Officer

ARTICLE 3.00 MANAGEMENT RIGHTS

- 3.01 The Union recognizes that it is the right of the Employer to operate and manage its business in all respects in accordance with its commitments and responsibilities.

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

ARTICLE 4.00 UNION RECOGNITION AND NEGOTIATION

- 4.01 The Employer recognizes the Union as the sole bargaining agent for those employees covered by this Collective Agreement.
- 4.02 The Employer shall not enter into any Agreement with any individual employee or group of employees covered by the Collective Agreement respecting the terms and conditions of employment which may conflict with the terms of this Collective Agreement.
- 4.03 The Employer hereby agrees to negotiate with the Union. The Union shall advise the Employer of the identity of those of the Municipal District's employees who from time to time are elected or appointed as the representatives of the Union. Likewise, the Employer shall provide the Union with a list of supervisory personnel involved with Union matters.
- 4.04 The Employer shall deduct from all employees covered by this Collective Agreement an amount equal to the monthly dues in a manner which is in keeping with the payroll system in effect with the Employer. In all instances, such deductions shall be forwarded to the Union not later than the fifteenth (15th) day of the month following, accompanied by a list of names of those employees from whose wages deductions have been made.
- 4.05 a) Each current employee within the bargaining unit shall be supplied a copy of the Collective Agreement within thirty (30) days of the signing of this Collective Agreement. All new employees within the bargaining unit shall be supplied a copy of this Collective Agreement when they are hired.

- b) The Employer shall provide such Collective Agreements to the Job Steward who will distribute the Collective Agreement to the employees. Such distribution may be on the Employer's premises.
 - c) The Union will have the Collective Agreement produced and will invoice the Employer for fifty percent (50%) of the cost of production.
- 4.06 All correspondence between the parties, except as otherwise set out in this Collective Agreement, arising out of this Collective Agreement or incidental thereto, shall pass to and from the Chief Administrative Officer (C.A.O.) and the Union Business Agent (with a copy to the Job Steward).
- 4.07 The Employer agrees that a duly accredited officer of the Union, or Business Agent, shall be admitted to the Employer's premises provided permission is obtained from the C.A.O. or designate. Such permission will not be unreasonably withheld. This shall be done by phone, fax, email, or in person.
- 4.08 Notice Boards in the Public Works Shops are for the purpose of posting notices relating to the business of the Employer and the Union. All Union postings will be approved at the C.A.O. level except meeting announcements and general information bulletins related to worker health and safety.
- 4.09 The Union shall select two (2) of its members who shall be recognized as Job Steward. The Job Steward shall be treated impartially and fairly. The Job Steward shall be allowed a reasonable amount of time, subject to approval by the Employer in advance and to operational requirements, during working hours to perform the work of the Union, without loss of pay or benefits. The Job Steward shall not abuse this privilege.
- If the Job Steward is required to travel from one shop to the other, or to the Administration Building to fulfill his Job Steward duties, he shall be supplied a Municipal District's vehicle or given travel allowance for the use of his private vehicle at the rate that reflects the Employer's policy for kilometer allowance.
- 4.10 a) In the event that an employee is elected or appointed to the negotiating committee for the Union, he shall, subject to operational requirements, be granted leave for the purpose of attending joint collective bargaining meetings in the establishment of a new Collective Agreement. It is understood that two (2) employees will be granted leave for the purpose of attending the said meetings on behalf of the Union and that the Employer will be advised in writing of the elected or appointed employee.
- The cost of wages shall be paid by the Union and benefits shall be paid by the Employer for the employee involved in the above mentioned activities.
- b) If the employee who is grieving is required by the Employer to attend a hearing, he shall be granted leave with pay at his regular rate of pay.
- 4.11 The Employer will ensure that the Job Steward is made available for all disciplinary meetings.
- 4.12 The Employer will ensure that the Job Steward is made available for all new employees to provide a union orientation.

ARTICLE 5.00 LABOUR MANAGEMENT AND SAFETY COMMITTEES

- 5.01 A Joint Liaison Committee shall be established consisting of two (2) employee representatives and two (2) representatives appointed by the Employer. This committee

shall meet at least once every six (6) months. Meetings may occur on a more frequent basis with the Employer or employee representative calling for a meeting. Matters of concern, to the Employer or Union may be forwarded to the Joint Liaison Committee by either party to this Collective Agreement for discussion and recommendations as to the resolution of the problem.

- 5.02 The Joint Liaison Committee shall, at the initial meeting, draft terms of reference and rules of operation and procedure. Such rules or terms of reference and procedures shall be submitted to the Union and the Employer for approval. The purpose of this committee is:
- a) to foster communications between the Employer and it's employees in order that a free exchange of ideas upon matters of common concern may occur;
 - b) to identify and discuss job related problems before or as they arise and to attempt to formulate solutions for them;
 - c) to make recommendations upon those issues which have been accepted and properly dealt with by the Committee;
 - d) to promote matters of safety, report unsafe work practices or equipment and recommend remedial action.
- 5.03 There shall be no loss of earnings for employees who leave the job to attend Joint Liaison Committee meetings.
- 5.04 The Joint Liaison Committee shall not have jurisdiction over wages, or any other matter of collective bargaining, including the administration of this Collective Agreement. The Liaison Committee shall not supersede the activities of the Union or the Employer and does not have the power to bind either the Union or the Employer to any decisions or conclusions reached in their discussions, where safety issues are introduced for discussion, these issues will be outlined in a separate agenda. The Union Committee shall receive minutes from the Liaison Committee within ten (10) days of the meeting from the Employer.
- 5.05 Tool Box meetings will happen monthly within one (1) week after the regular council meetings with the employees. The Job Steward shall attend these meetings.

ARTICLE 6.00 HOURS OF WORK

- 6.01 a) The regular hours of work for Public Works Shop Employees shall be:
- 1) forty-four (44) hours per week, nine (9) hours per day, four (4) days per week and eight (8) hours per day, one (1) day per week, Monday to Friday inclusive.
Summer Hours: 7:00 a.m. – 4:30 p.m. or Monday to Friday – five (5) days per week.
Winter Hours: 8:00 a.m. – 5:30 p.m. for four (4) days and one (1) day 8:00 a.m. to 4:30 p.m. Monday to Friday – five (5) days per week.
- b) The regular hours of work for Outside Employees shall be:
- 1) ten (10) hours per day, fifty (50) hours per week, one hundred and ninety-one (191) hours per month during the summer.
Summer Hours: 7:00 a.m. – 5:30 p.m. or Monday to Friday.
 - 2) eight (8) hours per day, forty (40) hours per week, one hundred and seventy-four (174) hours per month during the winter.
Winter Hours: 8:00 a.m. – 4:30 p.m., Monday to Friday.

c) Emergency Response

All Public Works employees are required to work in the event of an emergency. Emergency call outs will be paid based on all hours worked (a minimum of four (4) hours). There shall be no minimum guaranteed compensation if the call out is contiguous with a normal working period.

d) Employees may be required to work shifts. The time schedule of hours to be worked shall be made with their department head and shall comply with all terms of this Collective Agreement. Should the schedule not comply with the terms set forth in this Collective Agreement, agreement in writing from the Union is required prior to implementation.

- 6.02 An employee shall be permitted a rest period of fifteen (15) consecutive minutes in both the first half and the second half of a full shift at a time and in an area designated by the Employer.
- 6.03 Employees shall be entitled to at least one-half (½) hour unpaid lunch break at the employee's place of work.
- 6.04 Employees shall report for duty at the place directed by the Employer. Where an employee is required to report to a new place during his regular hours of work he shall do so without loss of pay.
- 6.05 An employee who reports for work on his regular shift, shall be paid at his regular rate of pay for the entire period worked with a minimum of four (4) hours pay.
- 6.06 Regular hours of work shall include any paid leave other than vacation leave.
- 6.07 Any permanent employee over the age of sixty-five (65) may, upon mutual agreement of the employee and the Employer, work a reduced work week provided that the employee assumes responsibility for payment of the Employer-paid portion of their benefit package cost in an amount proportional to the reduction of their hours (i.e. an employee working eighty percent (80%) of regular full-time hours shall pay twenty percent (20%)).

ARTICLE 7.00 WAGES

- 7.01 The regular rates of pay set out in "Appendix "A" - Wage Schedule" to this Collective Agreement shall apply during the term of this Collective Agreement.
- 7.02 Hourly employees shall be paid on the fifteenth (15th) and last day of the month or on the last business day preceding those dates where those dates fall on a weekend or statutory holiday.
- Salaried employees shall be paid one-half (½) on the fifteenth (15th) and the other on the last day of the month or on the last business day preceding those dates where those dates fall on a weekend or statutory holiday.
- 7.03 A permanent employee shall, upon request at least ten (10) working days in advance, receive on the last office day preceding commencement of his annual vacation any pay cheques which will fall due during his period of vacation.
- 7.04 Mechanics who are required by the Employer to supply their own hand tools shall be paid an annual remunerative tool allowance of one thousand dollars (\$1,000.00) to be paid upon receipt.

- 7.05 The prevailing Employer mileage rate shall be paid to an employee using his own motor vehicle on Employer business when requested and approved by the employee's Supervisor in writing.

ARTICLE 8.00 OVERTIME

- 8.01 Where an employee is required to work in excess of a full shift, all such work shall be considered overtime and shall be paid at one and one-half ($1\frac{1}{2}x$) times his regular hourly rate of pay for each overtime hour worked. Overtime worked on a statutory holiday shall be paid at two times ($2x$) the regular hourly rate of pay. Overtime may be accumulated (banked) at the above rate and time in lieu is to be taken off at a time mutually agreeable by the Employer and the employee.
- 8.02 Overtime shall be paid to hourly employees during summer hours on time worked over ten (10) hours per day or fifty (50) hours per week or one hundred and ninety-one (191) hours per month. Overtime shall be paid to hourly employees during winter hours on time worked over eight (8) hours per day or forty (40) hours per week or one hundred seventy-four (174) hours per month. All hours worked on Saturdays and/or Sundays shall be paid at the applicable overtime rates.
- 8.03 All overtime must be authorized by supervisory personnel as designated by the Employer prior to the overtime hours worked. Payment for overtime will not be made if such authorization has not been granted. The Employer shall make every effort that overtime is allotted in a fair amount to all employees provided they have the required skills to perform tasks at hand.
- 8.04 **RE: STANDBY**

Employees may be required to be on call and will be paid a minimum of four (4) hours per day at the regular rate of pay. When an employee reports to work one (1) or more times within a four (4) hour period, and the time worked and the time spent traveling directly to and from work totals four (4) hours or less, he shall only be paid the minimum of four (4) hours. Overtime will be paid, if applicable, only on hours worked.

Continuous time over four (4) hours will be paid at actual time (*appropriate rate*).

Any subsequent call outs during that day will be paid at actual time *worked*, unless the total of all the subsequent call outs is less than four (4) hours, then they will be paid the minimum four (4) hours.

The Director of Public Works will make an attempt to assign standby to permanent employees, on a rotational basis, based on seniority. Preference will be made for qualified personnel first.

Standby will be assigned, *when* necessary, at the discretion of the Director of Public Works.

Every attempt will be made to give at least five (5) days notice unless the Director of Public Works is called away unexpectedly.

ARTICLE 9.00 NAMED HOLIDAYS

- 9.01 All employees in the bargaining unit, provided they meet the terms and conditions set out in Clauses 9.03 and 9.04, shall be entitled to the following named holidays:

New Year's Day	Family Day
Good Friday	Easter Monday
Victoria Day	Canada Day
August Civic Holiday	Labour Day
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day

and any other day proclaimed as a holiday by the Employer, and the Employer will recognize and accept all future named holidays declared by either the Municipal District or Provincial Government.

- 9.02 All hourly employees shall be paid named holiday pay at the rate of four point eight percent (4.8%) of their gross regular earnings, and such sum shall be paid semi-monthly to such employees.
- 9.03 When any of the above noted named holidays fall on a normal rest day or days, the following work day or days shall be deemed to be the named holiday.
- 9.04 To be eligible for a named holiday or holiday pay an employee must have worked for the Employer for not less than thirty (30) days in the twelve (12) month period preceding the holiday.

ARTICLE 10.00 ANNUAL VACATION LEAVE

- 10.01 A permanent salaried employee shall receive an annual vacation with pay in accordance with his years of employment. Permanent hourly employees shall receive vacation pay in accordance with his years of employment. The anniversary date of the employee is used in the following calculations:
- | | | | | |
|-----------------------|---|---------|---|------------------|
| a) after 1 year | - | 2 weeks | - | 4% vacation pay |
| b) 2 years of service | - | 3 weeks | - | 6% vacation pay |
| c) 3 years | - | 3 weeks | - | 6% vacation pay |
| d) 4 years | - | 3 weeks | - | 6% vacation pay |
| e) 5 years | - | 4 weeks | - | 8% vacation pay |
| f) 20 years | - | 5 weeks | - | 10% vacation pay |
| g) 30 years | - | 6 weeks | - | 12% vacation pay |
- 10.02 An employee's length of service shall be calculated according to the employee's anniversary date. This time shall be the employee's start date with the Employer.
- 10.03 Seasonal employees starting their sixth (6th) consecutive season shall, in lieu of vacation, be paid vacation pay at six percent (6%) of their gross regular earnings and such payments shall be made on each regular pay day. All seasonal or casual employees under six (6) consecutive seasons shall be eligible for vacation pay at four percent (4%).
- 10.04 If a recognized named holiday falls during an employee's vacation the employee shall be entitled to an additional day of vacation.

- 10.05 Permanent employees who request vacation leave in writing shall have this time authorized or denied by the department head responsible for the employee within five (5) consecutive working days. This shall apply to employees on a first come, first served basis to vacation scheduling. Vacation time shall be documented on time sheets in order to receive vacation pay at the time requested as long as the vacation pay accumulation permits. (i.e. eight (8)/hrs., nine (9)/hrs., ten (10)/hrs.) Employees asking for time off with less than five (5) days notice, shall be notified as soon as possible. The employee shall notify the Employer as soon as possible with their vacation schedule in order to coordinate work projects and secure authorization of vacation requests.
- 10.06 Between May 1st and October 31st, Public Works employees will not be allowed to take more than two (2) weeks holidays unless arrangements can be made with the Supervisor and approval given by the Employer.
- 10.07 All permanent employees in the bargaining unit shall take all of their vacation in the year in which the vacation entitlement falls, except as otherwise permitted in writing by the Employer.
- 10.08 An employee who has been on leave of absence or sick leave without pay for thirty (30) or more consecutive calendar days, except where the leave is for the purpose of attending an Employer approved training course, shall, for the year in which the absence occurs, earn annual vacation with pay proportionate to the number of months that the employee worked with pay in the service of the Employer.

ARTICLE 11.00 LEAVE OF ABSENCE

- 11.01 Leave of absence may be granted with or without pay at the discretion of the Employer to an employee.
- 11.02 a) All employees shall be allowed one-half (½) day off to pay respects for the death of a current employee or current member of Council on the day of the funeral, should it fall on a regular working day.
- b) An employee shall be entitled to compassionate leave up to a maximum of three (3) working days with pay for the purpose of attending the funeral and/or making funeral arrangements on the death of an immediate relative as follows:
- Spouse, Fiancé, Guardian Ward, Grandparent of Spouse, Parent, Brother, Sister, Brother-in-law, Sister-in-law, Son, Daughter, Father-in-law, Mother-in-law, Grandparent, Grandchild, Son-in-law, Daughter-in-law.
- Where there are extenuating circumstances or travel greater than four hundred (400) kilometers one (1) way, an additional leave of absence of up to two (2) days with pay may be granted by the immediate Supervisor.
- 11.03 The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as a juror or crown witness in court. Notification for such leave shall be made in writing, at least twenty-four (24) hours in advance. The Employer shall pay such employee regular wages and benefits, provided monies received for jury service or serving as a crown witness is paid to the Employer. Time spent by an employee required to serve as a witness in any matter arising out of his employment shall be considered as time worked at the appropriate rate of pay.

An employee serving as a voluntary witness shall not be paid for any such leave, and time off work shall not be denied.

- 11.04 Maternity leave without pay and without loss of seniority shall be granted in accordance with the *Employment Standards Code*.
- 11.05 An employee shall use a leave of absence only for or related to the purpose for which it was granted. If a leave of absence is used for any other purpose the employee shall be deemed to have terminated his employment with the Employer.
- 11.06 While on leave of absence, a permanent employee shall have the opportunity to remain on the allowable (must receive prior consent from administering benefit company) employee benefit package if the employee pays in advance the total one hundred percent (100%) of the benefit premiums for the approved leave of absence period.
- 11.07 All permanent employees obtaining an authorized leave of absence must first use all of their accumulated vacation entitlement before commencing the leave of absence.

ARTICLE 12.00 SICK LEAVE

- 12.01 "Sick leave" means the period of time an employee is absent from work by virtue of being sick or disabled and where such illness or injury is not covered by Workers' Compensation or through other benefits. Sick leave with full pay shall commence on the first day of any absence described above, subject to the following:
- a) An employee absent on sick leave for a period of five (5) or more days shall be required to provide the Employer with a medical certificate as proof of illness or injury to be eligible for sick leave pay, if the Supervisor is unable to reasonably determine the employee is actually sick or injured.
 - b) An employee may be required to produce a certificate from a medical practitioner for absence due to illness or injury that is less than five (5) days, certifying that the employee was unable to carry out his duties due to illness or injury.
 - c) When a medical certificate is provided as proof of illness, the employee shall be eligible to use sick leave credit for the entire sick leave.
 - d) An employee returning to work after being on sick leave for an extended period of time may be asked to produce a medical certificate certifying that the employee is able to perform all of the duties originally performed in his occupation. This clause when exercised shall not be in violation of any existing legislation or regulations.
 - e) An employee shall notify his Supervisor that he will be unable to report to work due to illness or injury before the commencement of his scheduled shift. In order to be eligible for sick leave pay notification shall be provided to the Supervisor.
 - f) Employees will be allowed to use sick days to care for their immediate family members as follows; Spouse, common law spouse, and children (to a maximum of eighteen (18) years of age.) This shall be limited to six (6) times a year to a maximum of eight (8) days.
- 12.02 Permanent and probationary employees in a permanent position shall earn sick leave at the rate of one and one-half (1½) days of sick leave for each month employed, up to a maximum accumulation of ninety (90) days entitlement. After three (3) consecutive seasons, each seasonal employee shall be eligible to start accumulation one and one-half (1½) days of such benefit for each completed calendar month beginning the fourth season, up to a maximum accumulation of ninety (90) days.

Employees must work one (1) full month before they are eligible to take sick leave.

- 12.03 Employees shall not be credited with or accumulate sick leave entitlement while on lay off or while on a leave of absence.
- 12.04 Upon request, the Employer shall advise each employee of the amount of sick leave entitlement accrued to his credit.
- 12.05 Sick days are to be paid for all employees as per Clause 12.02, at eight (8) hours per day during winter hours and ten (10) hours per day during summer hours for those who work ten (10) hours a day to a maximum one hundred ninety-one (191) sick leave hours per month.
- a) Sick time is: 0-2 hours = $\frac{1}{4}$ day, 2 $\frac{1}{4}$ -4 hours = $\frac{1}{2}$ day, 4 $\frac{1}{4}$ -6 hours = $\frac{3}{4}$ day, 6 $\frac{1}{4}$ -8 hours = 1 day when working eight (8) hour days.
 - b) Sick time is: 0-2 $\frac{1}{2}$ hours = $\frac{1}{4}$ day, 2 $\frac{3}{4}$ -5 hours = $\frac{1}{2}$ day, 5 $\frac{1}{4}$ -7 $\frac{1}{2}$ hours = $\frac{3}{4}$ day and 7 $\frac{3}{4}$ -10 hours = 1 day when working ten (10) hour days.
- 12.06 Medical Appointments
- 1) All employees as per Clause 12.02, may take off working time on a regular workday for medical appointments without deduction from their wages providing
 - a) they receive a doctor's certificate, and,
 - b) the employee has accumulated sick leave credits.
 - 2) In all cases, the department head responsible for the employee shall be entitled to limit paid time off for medical appointments in order to ensure that the department's workload is adequately handled.
- 12.07 If an employee covered by this Collective Agreement is prevented from performing his regular duties on account of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the *Workers' Compensation Act*, then such employee shall receive such allowance as provided by the Workers' Compensation Board, but shall not be eligible for these sick leave benefits provided by this Collective Agreement.
- 12.08 Prior to an employee returning to work after being on Workers' Compensation, the employee may be directed to undergo a medical examination to determine if the employee can perform those duties which were performed prior to going on Workers' Compensation. The employee's job description will be provided to the medical doctor as a reference and the cost of the medical examination will be borne by the Employer.

ARTICLE 13.00 PENSION AND GROUP BENEFITS

- 13.01 Permanent employees on staff shall be entitled to the following benefits. For permanent employees, the health and group insurance benefits shall be a condition of employment except where the employee is covered under a spouse's program for extended health care and/or Alberta Health Care. All benefits will be covered retroactive with any retroactive salary adjustments.
- a) Pension Plan - In addition to the Canada Pension Plan, every full-time employee shall join the Local Authorities Pension Plan after one (1) full year of service with the Municipality. The employee and Employer shall make contributions in accordance with provision in the plan. Full-time temporary employees shall have the option, if eligible (previous service in the plan), to join the plan immediately. Employees who are hired full-

time and have accumulated a minimum one (1) years' service, either seasonal or temporary, shall be required to join the plan on the date they were hired full-time.

- b) Long Term Disability (L.T.D.) - The Employee shall pay one hundred percent (100%) of the Long Term Disability premiums through the current insurance plan which provides for sixty-six and two-third percent (66⅔%) paid in case of illness or disability from the one hundred twentieth (120th) day to age sixty-five (65), death or recovery, whichever occurs first. The Employer will not seek to approve the current L.T.D. benefit through the Local Authorities Pension Plan Board.
- c) Extended Health Coverage - The Employer shall pay one hundred percent (100%) of Extended Health Coverage premiums for the employee and his family. If an employee has opted out of the extended health care plan with spousal coverage and wish to join, the employee must then remain on the plan for a minimum of five (5) years.
- d) Alberta Health Care Plan - The Employer shall pay sixty-five percent (65%) of Alberta Health Care premiums.
- e) Group Life Insurance - The Employer shall pay one hundred percent (100%) of the Group Life Insurance premiums and Accidental Death and Dismemberment through the current insurance plan, which provides insurance in the amount of two times (2x) annual salary; Accidental Death and Dismemberment.
- f) Dental Plan - All permanent employees shall have the option to join the dental plan. All those employees wishing not to join or those who have spousal coverage must sign a form stating why they are not joining the plan. Once an employee signs on to the plan, he/she must remain on the plan for a minimum of five (5) years or until employment ceases. Once the five (5) year period is complete, an employee must sign a form if they wish to leave the plan, stating why they are leaving. If an employee is leaving the plan because of spousal coverage, proof of the coverage must be supplied.

All employees leaving or opting out of the plan could be subject to penalties if they wish to join the plan. The Employer shall pay one hundred percent (100%) of the premium cost.
- g) To provide optional flu shot to any permanent employee.

ARTICLE 14.00 PROBATION AND TRIAL TERM

- 14.01 A newly hired employee shall be on probation for a period of three (3) months from the date of hire. The Employer shall have the right to extend or reduce the probationary period. The probation period may be extended to a further three (3) months, with notification with the Union. If a further extension is required, of three (3) months (nine (9) months in total), the Union shall be consulted. A probationary employee may be discharged at any time during his probationary period when the Employer considers it advisable to do so, and shall not have recourse to the grievance procedure. The Employer may wave the probation period or the probationary rate of pay. After three (3) months of the probation period, the employee shall receive the regular rate of pay in his classification.
- 14.02 A permanent employee who has been selected to fill a different permanent position (i.e. supervisory position) shall have a trial term of three (3) months. The trial term may be extended a further three (3) where warranted by special circumstances and after consulting with the Union. In the event that the normal trial term is extended, the employee and the Union shall be advised of the Employer's reasons. During the trial term an employee may elect to revert to his former position or may be reverted by the Employer.
- 14.03 After the first full season, Seasonal Employees shall not be required to serve a probationary period.

ARTICLE 15.00 SENIORITY

- 15.01 When an employee achieves permanent status, his length of unbroken service (including such service prior to certification of the Union) in positions coming within the scope of this Collective Agreement shall determine his seniority standing.
- 15.02 A temporary transfer from one position to another position, within the Collective Agreement or outside the Collective Agreement but still employed by the Municipal District of Provost, for a period of less than twelve (12) months shall not affect the normal seniority standing of such employee.
- 15.03 A list showing the seniority of employees within the jurisdiction of the bargaining unit shall be furnished annually by the Employer to the Union upon request.
- 15.04 An employee shall lose his seniority and be deemed terminated in the event an employee:
- a) voluntarily quits or resigns from employment;
 - b) is discharged for just cause and is not reinstated;
 - c) is laid off for a period in excess of nine (9) months (permanent employee);
 - d) fails to return to work within seven (7) calendar days after being recalled to work following a layoff;
 - e) fails to report for work after leave of absence without having a reason which is justifiable;
 - f) is absent for three (3) consecutive working days without having notified his immediate Supervisor.

An employee shall not lose seniority rights if he is absent from work because of sickness, accident, lay-off (under nine (9) months-permanent employee) or leave of absence approved by the Employer.

Seniority will not accrue during:

- a) Periods of lay-off
 - b) Workers' Compensation in excess of thirty (30) days
 - c) Strikes or lockouts
 - d) An unpaid leave of absence
- 15.05 The Employer shall, in the assignation of overtime and additional hours of work, give recognition where possible and reasonable to the principles of seniority provided it does not diminish the rights of the Employer to operate and manage its business with the principles of efficient operation.

ARTICLE 16.00 POSTING AND FILLING VACANCIES

- 16.01 When a new position is created or when a vacancy in a permanent position occurs and the Employer determines that the vacancy should be filled, the Employer shall post a notice on all bulletin boards for at least five (5) consecutive calendar days in order to solicit the names of employees who wish to be considered for appointment to such position. All applications for vacant positions shall be made in writing.

- 16.02 The Employer shall submit to the Union information respecting all appointment, hirings, lay offs, transfers, recalls and terminations of employment affecting positions within the bargaining unit. The job postings shall contain at least the following information: nature of the position, qualifications, required knowledge and education, skills and shift. The rate of pay or salary may be included at the discretion of the Employer.
- 16.03 When, in the opinion of the Employer, circumstances require that a vacant position coming within the scope of this Collective Agreement be filled prior to the completion of the posting and selection process, the Employer may make an appointment on a temporary basis.
- 16.04 No employee shall be transferred to a position outside the bargaining unit without his consent.
- 16.05 When vacant positions are being filled and where in the opinion of the Employer, two (2) or more of the applicants have skills, knowledges and abilities that are equal, then seniority shall be the deciding factor.

ARTICLE 17.00 LAY-OFFS AND RECALLS

- 17.01 In the event of a lay-off by the Employer, permanent employees shall be laid off within each affected classification in the reverse order of their seniority provided that those remaining have the required knowledge, qualifications, abilities and skills to fill the positions available.
- 17.02 In the event of a recall and where the Employer is unable to contact the employee personally, recall shall be deemed to have been carried out seven (7) calendar days after the posting of a double registered letter to the last known address of the employee according to the Employer's records.

An employee who does not return to work as required shall be considered as having terminated his services with the Employer. Employees shall be recalled in the inverse order of their seniority (those laid off last shall be recalled first) providing that as determined by the Employer they have the necessary knowledge, abilities and skills to perform the work.

- 17.03 Where an employee is temporarily relieving in a different classification for a period of sixty (60) days or less, or where an employee is temporarily recalled in a different classification for a period of sixty (60) days or less, the employee, for the purposes of determining his layoff and recall rights, shall be deemed to be occupying his normal classification and not the classification in which he is temporarily relieving or to which he has been temporarily recalled.
- 17.04 No new employees shall be hired until those permanent employees laid off, who have the required knowledge, qualifications, abilities and skills have been given an opportunity of recall.
- 17.05 There will be no contracting out of any portion of present operations that would result in layoff of permanent employees.
- 17.06 When seasonal employees are laid off, they shall be informed in writing at that time if there will be an offer of employment for the following season. This offer shall only be extended after a written evaluation is conducted by the Administrator, in consultation with the employees' immediate Supervisor, which details the employees' performance and clearly defines expectations and areas of improvement considered necessary as a condition of future employment as noted above.

ARTICLE 18.00 CLASSIFICATION

- 18.01 Where it has been determined that a new job position falls under the scope of the Collective Agreement, and in the event the Employer and the Union are unable to agree to a rate of pay for the new position, the matter shall become subject to the grievance procedure and grievance mediation.

The cost of the grievance mediation shall be shared on a fifty-fifty (50/50) cost sharing basis.

In the event grievance mediation does not settle the matter, the parties shall proceed to Arbitration in accordance with Article 20.00 (Single Arbitrator).

ARTICLE 19.00 DISCIPLINE

- 19.01 Disciplinary measures should be appropriate to their cause and to the principles of progressive discipline.

- 19.02 a) Past disciplinary reports shall be only deemed void after a continuous period of twenty-four (24) months have passed without any further written disciplinary reports or the subject matter of a resolved grievance.

- b) Copies of all written warning, notices of suspension or discharge shall be provided to the Union, provided the employee has applied his signature indicating that the document has been read.

- 19.03 An employee who provides advance notice shall be entitled to have access to his personnel file but not more frequently than once in a calendar year or when an employee has filed a grievance.

The employee shall be responsible for the cost of copying where applicable.

- 19.04 Where a Supervisor documents an oral reprimand which was given to an employee, and where such documentation is placed on the employee's personnel file, the employee will be made aware of such documentation and shall be provided with a copy of such documentation upon his request.

- 19.05 Where an employee is required to meet with a representative(s) of the Employer for the purpose of applying discipline, outside of verbal, to said employee, then such employee shall, if he desires, be entitled to have the Job Steward present during such meeting.

ARTICLE 20.00 GRIEVANCE AND ARBITRATION PROCEDURES

- 20.01 Any difference concerning the interpretation, application, operation or alleged violation of this Collective Agreement shall be settled without stoppage of work in accordance with the following procedures:

- 20.02 Grievance shall be of two (2) types, namely:

- a) Individual grievances, that is, grievances relating to or affecting the rights of one (1) or more specific individuals.
- b) Policy grievances, that is, grievances which cannot be made a grievance of an individual employee and must be initiated by the Union.

20.03 The procedure for the settling of grievances shall be as follows:

Step 1 Individual grievances must be initiated in writing within ten (10) working days of the day of the incident giving rise to the grievance. All grievances shall be submitted to the department head, or his designate specifying details of the grievance, the clause or clauses upon which the grievance is based, and the remedy requests.

The department head will review the grievance and provide the grievor with a written decision together with the reasons therefore within ten (10) working days from the day that the grievance was initiated.

Step 2 If the decision of the department head does not settle the grievance, the Union must within five (5) working days from the day that the decision was received by the Union, appeal the decision in writing to the Administrator or designate and such appeal shall specify all the details of the grievance, the clause or clauses of this Collective Agreement upon which the grievance is based, and the remedy requested.

Step 3 The Administrator or designate, shall hold a hearing within five (5) working days of the day that the Administrator received the grievance and a written decision on the grievance together with the reasons therefore shall be given to the Union within ten (10) working days of the hearing.

Step 4 Failing settlement at Step 3, the grievance may be processed to Arbitration with five (5) days as hereinafter described.

20.04 Where there is a failure by an employee or the Union to follow the grievance procedure, including a failure to comply with any of the time limits prescribed in the grievance procedure, the grievance shall be deemed to have been withdrawn and abandoned.

20.05 Time limits in the grievance procedure may be extended by mutual agreement in writing between the Employer and the Union.

20.06 A policy grievance must be initiated in writing by the Union with the Employer Administrator within fifteen (15) working days from the time of the incident which gives rise to the grievance. The policy grievance shall specify all of the details of the grievance including the nature of the grievance, the clause or clauses of this Collective Agreement upon which the grievance is based, and the remedy requested. Step 3 and 4 shall apply to the processing of a policy grievance.

20.07 For the purposes of this Article, "working days" shall mean consecutive days exclusive of Saturday or Sunday.

20.08 Grievances involving a discharge shall be initiated at Step 3.

20.09 Arbitration

Any dispute or grievance that has been processed through all the steps of the Grievance Procedure and is in accordance within the time limits specified (unless otherwise agreed) may be referred to a single arbitrator as provided for under the *Labour Relations Code*.

When a grievance is referred to arbitration by the Union under this Collective Agreement, the notice referring the matter to arbitration shall state the name and address of the person or persons suggested to act as Arbitrator. Within fourteen (14) days thereafter, the Employer shall either indicate acceptance or provide the Union with the name and address of its person or persons to serve as Arbitrator.

- 20.10 If the parties fail to agree upon an Arbitrator within the time limit, the required appointment shall be made by the Minister of Labour upon the request of either party.
- 20.11 The Arbitrator shall determine procedure and shall give all parties the opportunity to present evidence and make representations.
- 20.12 The Arbitrator shall hear and determine the grievance and shall issue an award in writing and his/her decision is final and binding upon the parties and upon any employee affected by it.
- 20.13 Each party to the arbitration shall bear equally the expense of the Arbitrator.
- 20.14 The Arbitrator, by its decision, shall not alter, amend or change the terms of this Collective Agreement.
- 20.15 The time limits fixed in the arbitration procedure may be extended by consent of the parties and where specified shall be exclusive of Saturday, Sundays, and declared general holidays.
- 20.16 Casual and seasonal employees shall have access to the grievance procedure at termination (discharge) of employment and this shall proceed at Step 3 of the grievance procedure.

ARTICLE 21.00 GENERAL PROVISIONS

- 21.01 The regular work of the Municipality shall cease at 12:00 noon on Christmas Eve and current employees shall be paid for this one-half (½) day (weather permitting). It is agreed that the Employer reserves the right to assign emergency work in which case the employee will be granted another one-half (½) day as determined by the immediate Supervisor. If Christmas Eve falls on an employee's day of rest the preceding one-half (½) work day afternoon will be given (weather permitting).
- 21.02
 - a) **Safety allowance** - Each permanent employee and eligible seasonal employee, upon presentation of receipt, shall be entitled to three hundred dollars (\$300.00) and five hundred dollars (\$500.00) for trades people per calendar year and may carry over any unused portion for one (1) calendar year.
 - b) Seasonal employees will qualify for the above described benefits, in the third (3rd) year, if the accumulated length of employment is more than nine hundred and forty-five (945) hours per annum for two (2) consecutive years.
- 21.03 The Employer shall provide the necessary or required personal protective equipment and devices in accordance with the requirements of Occupational Health and Safety at no cost to the employees.
- 21.04 Boot allowance - Seasonal employees, upon presentation of receipts in their first (1st) season shall receive to a maximum of one hundred dollars (\$100.00) for safety boot allowance in that year and the year after.
- 21.05 Driver's Medicals -The Employer may also direct employees to undergo a medical examination by a medical doctor designated by the Employer, providing the request is consistent with a bonafide occupational requirement of the position to which the employee is employed. The costs of such medicals will be borne by the Employer.

Employees with a class one (1) driver's license who require medicals can submit receipts for reimbursement.

21.06 **Tools** - Permanent public works operators shall supply these tools upon employment. Should any of these tools become broken or damaged, they shall be replaced at no cost to the employee with approval by the immediate Supervisor.

drive socket set – with ratchet	1 pair pliers
1 - #2 ball pien hammer	1 combination wrench set
1 - #8 screwdriver	1 - 10" crescent wrench
1 - #10 screwdriver	Tool Box
1 - lining bar	

Employees who supply personal impact wrenches and/or portable generators that become stolen, broken or damaged shall be repaired or replaced at no cost to the employee upon approval by the immediate Supervisor.

21.07 Long Service Award

- a) A full-time employee qualifying for long service award, by virtue of having ten (10) years of service or more, shall upon cessation of employment with the Employer be paid for a number of days equivalent to their years of service. For the purpose of this calculation a "day" shall consist of nine (9) hours of work for employees paid hourly, and the employee's current wage will be used.
- b) A seasonal employee shall be eligible for the same payment as in Clause 21.07 (a), above, save the calculation shall be arrived at by dividing the employee's years of service by two (2).
- c) An employee who has worked a combination of full-time and seasonal positions shall be subject to a combination of Clauses 21.07 (a) and (b), above.

21.08 Wellness Remuneration

All full-time employees shall be eligible, on an annual basis, to be remunerated by the Employer for up to five hundred dollars (\$500.00) or goods and services which reasonably promote and encourage physical activity and/or general wellness.

Items eligible for claim shall include but not necessarily be strictly limited to:

- Membership in a health facility.
- Membership expenses in a sports program or facility in which the employee directly and regularly participates and in which the main focus is physical activity.
- Health services not covered by the employee's health insurance or benefit plan and which provide a recognized and demonstrable benefit to health and/or wellness (i.e. acupuncture).
- Wellness related programs such as weight counseling, nutrition counseling and smoking cessation.
- Smoking cessation aids.
- Exercise equipment.

Items ineligible for claim shall include but not necessarily be strictly limited to:

- Items generally considered to be toiletries.
- Transportation expenses or fees.
- Items or services which are covered by the employee's health insurance or benefit plan.
- Items or services not providing a demonstrable and direct wellness benefit to the employee.

Unused amounts may be carried over for one (1) year.

All expenses submitted under this policy shall be approved without exception by the Employer, who reserves the right to refuse remuneration for expenses considered ineligible or inappropriate.

In instances of dispute, the grievance provisions and procedures of this Collective Agreement shall apply.

Employees are encouraged to seek preapproval of expenses to prevent disputes.

- 21.09 Movement along the Grid is based upon evaluations by each direct Supervisor and approved by the Chief Administrative Officer or designate, dependent upon the employee's department. Any employee denied a Grid adjustment shall be given areas where improvement is required and an appropriate time frame for corrective measures. No employee shall unreasonably be withheld from an adjustment in steps along the Grid.

ARTICLE 22.00 STAFF DEVELOPMENT


- 22.01 a) Where the Employer determines that a program of training or staff development is required for an employee, or where the Employer approves an employee's application for training or staff development, funds will be dispersed.
- b) Where an employee is scheduled to complete mandatory training as required by the Employer on a scheduled day off, the employee will receive their regular rate of pay for only those hours spent in training sessions exclusive of traveling time.



ARTICLE 23.00 AMENDMENT AND TERMINATION

- 23.01 Except where otherwise stated in the Collective Agreement, this Collective Agreement shall be in full force and effect from January 1, 2020 up to and including the 31st day of December, 2021, and from year to year thereafter unless notice in writing, is given by either party to the other not less than sixty (60) calendar days nor more than one hundred and twenty (120) calendar days prior to the expiration of its desire to terminate or amend this Collective Agreement.
- 23.02 If amendment is desired by either party, the existing Collective Agreement shall remain in full force until the process of collective bargaining has been completed or the parties hereto are in a position to conduct a strike vote or a lockout vote, as the case may be, in accordance with the provisions of the *Labour Relations Code*, whichever first occurs. Changes in this Collective Agreement agreed upon by the parties hereto, however, may be made at any time, provided that such changes are properly reduced to writing and executed by authorized representatives of the parties to this Collective Agreement.

Signed this 28th day of October, 2019


**MUNICIPAL DISTRICT OF
PROVOST NO. 52**




Reeve 


Tyler Lawrason, Municipal Administrator

**INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL UNION NO. 955**



Chris Flett, Business Manager


Mike Bourgeois, President

“APPENDIX-A-” WAGE SCHEDULE

	1.75%	1.75%
Classification	January 1st	January 1st
	2020	2021
Mechanics		
Probationary rate is 90%		
Level 1	\$35.43	\$36.05
Level 2	\$36.23	\$36.87
Level 3	\$37.84	\$38.50
Level 4	\$39.50	\$40.19
Level 5	\$41.28	\$42.00
Shop Foreman	\$44.88	\$45.67
PW Equipment Operator		
Probationary rate is 90%		
Level 1	\$31.94	\$32.50
Level 2	\$33.11	\$33.69
Level 3	\$33.87	\$34.47
Level 4	\$34.66	\$35.26
Level 5	\$35.42	\$36.04
Level 6	\$36.21	\$36.85
Lead Hand	\$4.00	\$4.07
Casual Labourer	\$14.62	\$14.88
Labourers		
Level 1	\$17.83	\$18.14
Level 2	\$20.69	\$21.05
Level 3	\$22.94	\$23.35
Level 4	\$23.70	\$24.11
Agricultural Service Board		
Labour/ Spray Rate Adjustments		
Level 1	\$18.58	\$18.90
Level 2	\$21.54	\$21.92
Level 3	\$23.85	\$24.27
Level 4	\$24.63	\$25.06
Any Agricultural Services Board Employee who is receiving a higher wage shall be red circled at that wage until such time an increase is warranted by the Collective Agreement.		
Licenced Applicator		
Level 1	\$20.68	\$21.04
Level 2	\$23.63	\$24.04
Level 3	\$25.84	\$26.30
Level 4	\$26.62	\$27.08
Weed Inspector		
Level 1	\$24.40	\$24.83

LONG SERVICE INCREMENTS ARE FOR PERMANENT AND SEASONAL EMPLOYEES

Add	5 th \$.15/hrly	10 th \$.50/hrly	15 th \$.50/hrly	20 th \$1.00/hrly
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LETTER OF UNDERSTANDING #1

BETWEEN

**THE MUNICIPAL DISTRICT OF
PROVOST, NO. 52**

AND

**INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL UNION NO. 955**

It is understood that [REDACTED] will be doing various job duties normally done outside of the scope of the Union bargaining unit (eg. Pest Control Officer) as well as other job duties that are in scope. His rate of pay will be at Agricultural Service Board Labour/Spray Rate Adjustment Level 3, plus four dollars and twenty-five cents (\$4.25) job differential. When [REDACTED] is no longer working at any job description that are considered in scope, the Pest Control Officer position would return to being out of scope of the bargaining unit.

Signed this 28th day of October, 2019

**MUNICIPAL DISTRICT OF
PROVOST NO. 52**

[REDACTED]

Reeve

[REDACTED]

Tyler Lawrason, Municipal Administrator

**INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL UNION NO. 955**

[REDACTED]

Chris Flett, Business Manager

[REDACTED]

Mike Bourgeois, President