

COLLECTIVE AGREEMENT

BETWEEN

THE COUNTY OF PAINTEARTH NO. 18



AND

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



January 1, 2022 to December 31, 2024

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COLLECTIVE AGREEMENT

BETWEEN:

THE COUNTY OF PAINT EARTH NO. 18, a Municipal Corporation
(hereinafter referred to as "the County") - 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 between the County 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 County and the Union each agree with the other as follows:

1. AMENDMENT AND TERMINATION

- 1.01 Unless otherwise provided for, this Collective Agreement shall be in full force and effect from January 1, 2022 and shall continue in full force and effect until the 31st day of December, 2024, and from year to year thereafter except as hereinafter provided.
- 1.02 Either of the parties hereto may serve notice to commence collective bargaining by notice in writing not less than sixty (60) days or more than one hundred and twenty (120) days prior to the expiration date of this Collective Agreement.

- 1.03 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 until one of the parties hereto commences a strike or a lockout, as the case may be, in accordance with the provisions of the current *Labour Relations Code*. 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.

2. SCOPE

- 2.01 This Collective Agreement shall apply to employees of the County employed as mechanics, mechanic foreman, welders, building maintenance technician, parts person, apprentices to above tradesmen, road equipment operators and labourers.

3. DEFINITIONS

3.01 Classification

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

3.02 Casual Employee

"Casual employee" shall mean a person employed in a capacity other than as a permanent, seasonal or probationary employee and who is included within the scope of this Collective Agreement for job duration of less than two (2) months.

3.03 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; words of masculine gender shall include the feminine.

3.04 Permanent Employee

"Permanent employee" shall mean an employee who occupies a permanent position established by the County on a year-round basis, and who has successfully completed the required probationary period.

3.05 Position

"Position" shall mean a specific set of duties and conditions developed for the purpose of assignment to an employee who is included in this Collective Agreement.

3.06 Probationary Employee

"Probationary employee" shall mean an employee who is serving a probationary period of employment with the County in a position coming within the scope of this Collective Agreement. Those employees who worked for the County the previous year and successfully completed a probationary period will be exempt from the probationary period providing they are returning in the same classification.

3.07 Promotion

"Promotion" shall mean the advancement of an employee to a classification with a higher regular rate of pay than the employee's present classification.

3.08 Regular Hours of Work or Full Shift

"Regular hours of work or full shift" shall mean the regular hours of work, exclusive of overtime, as set out in Clause 6.02.

3.09 Regular Day's Pay

"Regular day's pay" shall mean the normal pay ordinarily received by an employee for one (1) day's work.

3.10 Regular Rate of Pay

"Regular rate of pay" shall mean the rate of pay assigned to an employee as set out in Appendix A – Wages.

3.11 Seasonal Employee

"Seasonal employee" shall mean an employee who is filling a seasonal position established by the County for a predetermined period of time or a predetermined task or purpose that recurs year after year, and who has successfully completed the probationary period.

3.12 Trial Term

The words "trial term" when used in this Collective Agreement shall mean the trial period of employment of a permanent employee in a permanent position coming within the scope of this Collective Agreement.

4. MANAGEMENT RIGHTS

- 4.01 The Union recognizes that it is the exclusive right of the County to exercise all of the usual and customary rights of Management, including the right to manage its business, direct the working forces, make rules and regulations, hire, transfer, classify, promote, demote, layoff, discipline, suspend or discharge. Such Management rights are subject to this Collective Agreement insofar as the provisions of this Collective Agreement expressly limit such rights.

5. UNION RECOGNITION AND NEGOTIATION

- 5.01 The County recognizes the Union through its accredited officers or representatives as the sole and exclusive agent for those employees covered by this Collective Agreement for the purpose of collective bargaining in respect to working conditions including wages, hours of work and fringe benefits.
- 5.02 The County shall not enter into any agreement with any individual employee or group of employees in the bargaining unit respecting the terms and conditions of employment which may conflict with the terms of this Collective Agreement.
- 5.03 The County hereby agrees to negotiate with the Union or any of its authorized committees concerning matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them. In order that this may be carried out, the Union will supply the County with the names of its officers. Likewise, the County shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.
- 5.04 The County 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 in the County. 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 wage, deductions have been made.
- 5.05 The County shall supply to each employee within the bargaining unit a copy of this Collective Agreement within thirty (30) days of the signing of this Collective Agreement. All new employees within the unit shall be supplied with a copy of this Collective Agreement by the County when they are hired. The County and the Union shall share equally the cost of reproducing this Collective Agreement.

- 5.06 The County and the Union agree that they will not discriminate against an employee because of membership or activity in the Union or the exercise of the employee's lawful Union rights.
- 5.07 The Union shall select two (2) of its members who shall be recognized as Job Stewards. 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 County vehicle or given travel allowance for the use of his private vehicle at the rate that reflects the Employer's policy for kilometer allowance.

- 5.08 All correspondence between the parties arising out of the Collective Agreement shall pass to and from the County Administrator and to and from the Business Agent of the Union assigned to the County, with a copy to the Chief Steward.

6. WORKING CONDITIONS

6.01 Reporting for Duty

- (a) Employees shall report for duty at the place directed by the County. Where an employee is required to report to a new place during the employee's regular hours of work the employee shall do so without loss of pay.
- (b) The County employees that are directed to report to work at job locations other than the County shops, shall be paid at their normal hourly wage rate for travel time spent traveling to and from their assigned job locations. All travel time shall be paid from the assigned County shop or the agreed point of departure. Time paid under this Clause shall not be used to calculate hours of work under Clause 6.02.
- (c) Clause 6.01(b) shall not apply to grader operators working at their regular assigned routes.

6.02 Hours of Work

- 6.02.01 The regular hours of work for shop employees shall be:

- (a) eight (8) hours per day, forty (40) hours per week, Monday to Friday inclusive, 8:00 a.m. to 5:00 p.m. Start and stop times may be varied by one (1) hour without triggering Clause 7.03.

6.02.02 The regular hours of work for outside employees shall be:

- a. 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. to 5:30 p.m. All hours worked on Saturday and/or Sunday shall be paid at the applicable overtime rates.
- b. eight (8) hours per day, forty (40) hours per week, one hundred and seventy-four (174) hours per month during the winter. Winter hours: 7:30 a.m. to 4:00 p.m. All hours worked on Saturday and/or Sunday shall be paid at the applicable overtime rates.
- c. Employees working under the Agriculture Service Board (ASB) department will have a start time of 7:00 a.m. that may be varied by one and one half (1½) hours without triggering Clause 7.03.

6.02.03 Notwithstanding Clauses 6.02.02 (a) and (b), the County may institute a work schedule of nine (9) hours per day, five (5) days per week, for designated employees. The regular hours of work shall be, nine (9) hours per day, forty-five (45) hours per week, one hundred and eight-four (184) hours per month during the summer. Summer hours: 7:00 a.m. to 4:30 p.m. All hours worked on Saturday and/or Sunday shall be paid at the applicable overtime rates.

6.02.04 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 County. Shop employees shall be entitled to a one (1) hour lunch break without pay and all other employees shall be entitled to a one-half (½) hour lunch break without pay.

6.03 Reporting Pay Guarantee

If an employee who is scheduled to work a full shift reports for work on the employee's regular shift, the employee shall be paid at the employee's regular rate of pay for the entire period worked with a minimum of three (3) hours pay. In the case of inclement weather, employees shall telephone their supervisor prior to reporting for work.

6.04 Overtime

- (a) Where an employee is required by the employee's supervisor to work *in excess of a full shift*, all such work shall be considered overtime and the

employee shall be paid at one and one-half (1½) times the employee's regular hourly rate of pay for each hour worked. Overtime work which falls on a Statutory Holiday shall be paid at the rate of double (x2) time.

- (b) An employee shall continue to receive the overtime rate after each shift until a break of eight (8) consecutive hours occurs.

6.05 Tool Allowance

Mechanics who, as a condition of employment, are required by the County to supply a full complement of tools shall be paid a monthly tool allowance of two dollars (\$2.00) per five hundred dollars (\$500.00) of insured value, provided there is an up-to-date inventory of tools record available to and checked by the County. Upon acceptance, the county shall insure those tools and toolbox at the agreed value against fire and/or theft of the complete complement of tools. Increases in tool inventory values submitted to the County will be recognized for payment and insurance purposes at the first of the month following the County's receipt of the updated inventory listing.

6.06 Safety Allowance

- (a) Each permanent employee shall be entitled to three hundred (\$300.00) per calendar year and may carry over any unused portion for one (1) calendar year in accordance to Paintearth County policy 160.

Employees covered under the terms and conditions of this Collective Agreement shall be reimbursed by the County to a maximum of three hundred dollars (\$300.00) per calendar year for the purchase of safety equipment or upgraded safety equipment not supplied by the County which must include, but is not limited to; CSA approved safety footwear. A valid receipt(s) as evidence of the purchase of C.S.A. approved safety footwear and safety equipment must be presented within the calendar year. The permanent and casual employee may carry over into the next calendar year any unused amount. The maximum carryover in any one year, cannot exceed three hundred dollars (\$300.00).

- (b) Each seasonal employee, shall be entitled to one hundred dollars (\$100.00) per calendar year. A valid receipt, must be presented, as evidence of the purchase of C.S.A. approved safety footwear and safety equipment for reimbursement. There shall be no carryover amount for seasonal employees.

7. WAGES

- 7.01 The regular rates of pay set out in Appendix "A" to this Collective Agreement shall apply during the term of this Collective Agreement.
- 7.02 The County shall pay salaries and wages twice a month in accordance with Appendix "A". On each pay day each employee shall be provided with an itemized statement of the employee's wages, overtime, and other supplementary pay and deductions. If the mid-month payday falls on a weekend or holiday the County will make every reasonable effort to pay salaries on the last working day of that pay period.
- 7.03 Employees may be called out prior to their regular scheduled shift to handle emergent duties. To recognize the imposition of an early start, the County will pay an Early Call Out Fee equal to one (1) hour's wage. The Early Call Out Fee will not be included in the calculation of hours of work or overtime hours. Overtime is only paid for hours worked over the regular shift. Hours worked prior to the regular starting time as defined in Clause 6.02.02, will be paid at the regular rate of pay.
- 7.04 Plow Truck Operators may be required to be on-call on a rotational basis during non-regular work days with On-Call Operators to be paid a flat rate of one hundred and fifty dollars (\$150.00) per day. Any call outs during the day will be paid at actual time worked with overtime paid if applicable. The Early Call Out Fee does not apply to On-Call Plow Truck Operators.

8. STATUTORY HOLIDAYS

- 8.01 All employees under this Collective Agreement, provided they meet the terms and conditions set out in Clauses 8.02 and 8.03, shall be entitled to the following statutory holidays:

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

and any other day proclaimed as a holiday by the County.

- 8.02 To be eligible for a statutory holiday, an employee must be available for work in accordance with their regular hours of work preceding, during and following the statutory holiday or on approved leave for a period of ten (10) working days or less duration.
- 8.03 Seasonal and casual employees shall, in lieu of Statutory Holidays, be paid holiday pay at the rate of five percent (5%) (based on twelve (12) statutory days) of their gross regular earnings and such sum shall be paid to such employees on each pay cheque.
- 8.04 Where the County designates a day off in lieu of the actual statutory holiday for the majority of its employees, salaried employees may be allowed off on such day. In the event that this conflicts with the County work schedule, the employee may be allowed a day off in lieu of the statutory holiday at a time mutually agreed upon between the employee and the employee's Supervisor. If such a day cannot be agreed upon, the employee shall receive a regular day's pay at the employee's regular rate of pay in lieu of the statutory holiday.

9. ANNUAL VACATION LEAVE

- 9.01 A permanent employee shall receive an annual vacation with pay in accordance with the employee's continuous years of employment as follows:
- less than one (1) year of service; pro-rated portion of ten (10) working days
 - one (1) to seven (7) complete years of service; fifteen (15) working days
 - eight (8) to fifteen (15) complete years of service; twenty (20) working days
 - sixteen (16) to twenty-four (24) complete years or more of service; twenty-five (25) working days
 - twenty-five (25) complete years or more of service; thirty (30) working days

An employee's length of service shall be calculated according to the employee's seniority date.

- 9.02 If a recognized statutory holiday falls or is observed during an employee's vacation period the employee shall be allowed an additional vacation day with pay immediately following the employee's vacation period or an additional day of vacation on some other day if mutually agreed to between the employee and the employee's supervisor.
- 9.03 Vacation pay for each week of vacation shall be at the regular rate of pay.

- 9.04 Vacation entitlement shall be determined as at January 1st and the years of service of an employee shall be calculated from that point in time. Employees with less than one (1) year service shall also have their vacation calculated as at January 1st and such entitlements shall be based upon the length of service in the preceding year.
- 9.05 Vacation requests will be determined on the basis of seniority provided the requests are submitted prior to March 15th. After March 15th, vacation requests must be submitted a minimum of two (2) weeks prior to the requested date and will be scheduled on a first come first serve basis. Vacation requests will be returned to the employees by April 1st or within two (2) weeks of their submission if submitted after March 15th.
- 9.06 Employees who are separated from employment with the County shall receive payment for the vacation to which they are entitled in accordance with the terms of this Collective Agreement, or pursuant to the *Employment Standards Code*, whichever is applicable.
- 9.07 An employee shall be entitled to receive the employee's vacation in an unbroken period except where the employee's vacation entitlement is in excess of three (3) weeks. In such case, the employee's vacation entitlement may be taken in an unbroken period only with the approval of the County. A maximum unbroken period of two (2) weeks' vacation may be taken between June 1st and October 1st in consideration of the County's work schedule. This unbroken period may be extended only with the approval of the County.
- 9.08 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 a 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 County.
- 9.09 Seasonal and casual employees shall have their vacation pay calculated in accordance with the current *Employment Standards Code*. Where a seasonal employee completes five (5) consecutive seasons with the County, that seasonal employee will be eligible for six percent (6%) vacation pay, rather than four percent (4%) vacation pay, in each subsequent consecutive season of employment.

10. LEAVE OF ABSENCE

- 10.01 Leave of absence may be granted with pay at the discretion of the County to an employee.

10.02 Leave of absence may be granted without pay to an employee in compliance with the provisions of the current *Alberta Employment Standards Code* and any regulations made thereto.

10.03 The County shall grant leave of absence to employees representing the Union in accordance with the following provisions:

(a) In the event that an employee is elected or appointed to the negotiating committee for the Union, the employee shall be granted leave without pay for the purpose of attending joint collective bargaining, conciliation or mediation meetings in the establishment of a new collective agreement. It is understood that no more than three (3) employees will be granted leave for the purpose of attending the said meetings on behalf of the Union and that the department head will be advised in writing of the elected or appointed employees at least thirty (30) days prior to the earliest opening date of the Collective Agreement.

(b) If an accredited representative of the Union is required to meet with County representatives, or attend a hearing to discuss a grievance during working hours, the employee shall be granted leave with pay subject to suitable arrangements with the employee's immediate supervisor concerning the employee's own work responsibilities. If the employee who is grieving is required to attend a hearing, the employee shall be granted leave with pay at the employee's regular rate of pay.

10.04 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 employment with the County.

10.05 An employee shall be granted leave as necessary, up to a maximum of three (3) regularly scheduled consecutive work days, without loss of pay at the employee's regular day's pay for the purpose of making arrangements for and attending a funeral when death occurs in an employee's immediate family, that is, spouse, adult independent partner, common-law partner, parent, grandparent, grandchild, guardian, parent and grandparent of spouse, child or ward, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, fiancée, or a related dependent of the employee. If the employee does not arrange the services, the employee shall be entitled to a maximum of one (1) day's leave with pay to attend the funeral.

10.06 Maternity/Parental Leave

The County will administer maternity and parental leaves in compliance with the provisions of the current *Alberta Employment Standards Code* and any regulations made thereto.

10.07 Jury Duty

An employee shall not suffer any loss of regular wages as a result of serving on a jury or being required to testify in any court proceedings arising from the employee's employment. The employee shall pay over to the County any fees received for jury duty or testifying.

10.08 Voluntary Firemen

An employee shall not suffer any loss of regular wages as a result of serving as a voluntary fireman within the County. An employee shall not double charge as a voluntary fireman and shall only charge the County, as a voluntary fireman after his regular hours of work.

11. SICK LEAVE

11.01 When used in Article 11 of this Collective Agreement the word "disability" shall mean the inability of an employee to perform the regular duties of the employee's position by reason of non-compensable mental or physical illness or injury.

11.02 Fifteen (15) days sick leave per year shall be earned by permanent employees at the rate of one and one-quarter ($1\frac{1}{4}$) days for every calendar month such an employee is working. The unused portion of an employee's sick leave shall accumulate to a maximum of ninety (90) days entitlement. Hourly rated employees shall be deemed to be working during a calendar month for purposes of sick leave entitlement when they work twelve (12) or more full days in the particular calendar month.

11.03 When a permanent employee is prevented from performing the employee's duties for the County by reason of personal disability, such an employee shall be paid their normal daily pay (for the position to which the employee is permanently appointed or serving a required trial term thereof immediately prior to commencement of such sick leave) for each day of such disability, and the employee shall have the employee's sick leave entitlement reduced by an amount equal to the number of days for which the employee received such payment. An employee shall not receive any payment for days not in attendance at work which is in excess of the employee's sick leave entitlement.

11.04 Notwithstanding Clauses 11.02 and 11.03, an employee in a permanent position during the employee's initial probationary period shall earn but not be entitled to use sick leave with pay.

- 11.05 Employees shall not be credited with or accumulate sick leave entitlement while on a leave of absence without pay for a period of one (1) month or longer.
- 11.06 An employee may be required to deliver to the County a doctor's certificate proving disability in order to be eligible for payment under the provisions of Clause 11.03. Where the disability is of a duration of three (3) days or longer such a medical certificate shall be supplied by the employee to the County. For any disability in excess of two (2) weeks, the County may require further medical certificate(s) as deemed appropriate by the County.
- 11.07 An employee shall not be entitled to sick leave for attending at a medical or dental appointment, or any other similar appointment, unless permission of the employee's supervisor is obtained, in which case, a minimum of one-half (½) day be deducted from the employee's accumulated sick leave.

12. MEDICAL INSURANCE/GROUP BENEFITS

- 12.01 It shall be compulsory for all full-time permanent employees under this Collective Agreement to participate in the group insurance plan provided by the County. The County shall contribute one hundred percent (100%) toward the group life plan premium.
- 12.02 The County shall pay one hundred percent (100%) toward the premiums for a Dental Plan for full-time permanent employees.
- 12.03 The County shall pay one hundred percent (100%) toward the premiums of the Extended Health Care plan for full time permanent employees.
- 12.04 Seasonal employees will qualify for the above described benefits, in the third year, if the accumulated length of employment is more than nine hundred and forty-five (945) hours per annum for two (2) consecutive years.
- 12.05 Permanent employees shall pay one hundred percent (100%) toward the premiums of the Long-Term Disability plan.
- 12.06 (a) The County shall continue to provide the Health and Wellness Spending Account for each permanent employee in the amount of one thousand dollars (\$1000.00) per year.
- (b) The Health and Wellness Spending Account will provide reimbursement to employees to maintain and enhance their wellness, *in compliance with the Canada Revenue Agency Guidelines*

- (c) Any unused amount may be carried forward into the following year to a maximum of two thousand dollars (\$2000.00).
- (d) In the event of termination of employment, any unused portion of the Health and Wellness Spending Account will be forfeited to the Employer.

12.07 The County shall provide a Health and Wellness Spending Account, in the amount of five hundred dollars (\$500.00), for each seasonal employee in the second year of their employment and for all subsequent years. This benefit is to be used within the timeframe in which they are employed. Any unused amount shall not be carried forward into the following year.

13. PENSIONS

13.01 The County shall pay the Employer's share of contributions for those full-time permanent employees participating in the Local Authorities Pension Plan.

14. EMPLOYMENT

14.01 The normal probationary period for new employees engaged in a permanent or seasonal position, excepting those employees listed in Clause 14.02, shall be three (3) months, with the County reserving the right where warranted by special circumstances to extend this period a further three (3) months. The County may waive the probationary rate of pay.

14.02 The normal probationary period for new employees employed as equipment operators shall be sixty-five (65) shifts, with the County reserving the right where warranted by special circumstances to extend this period a further sixty-five (65) shifts. The County may waive the probationary rate of pay.

14.03 In the event that the normal probationary period is extended, the employee and the Union shall be advised of the County's reasons.

14.04 New employees who do not meet the requirements of the position or for permanent status during the probationary period shall have their employment terminated without recourse to the grievance procedure contained in this Collective Agreement.

14.05 The County shall submit to the Union information respecting all appointments, hiring, lay-offs, transfers, recalls and terminations of employment affecting positions covered by this Collective Agreement.

15. TRIAL PERIOD ON PROMOTIONS

- a. A permanent employee who has been selected to fill a permanent position shall have a trial period of sixty-five (65) shifts where the position is that of an equipment operator, and a period of three (3) months in all other instances. The trial period may be extended a further sixty-five (65) shifts or three (3) months, as the case may be, where warranted by special circumstances. In the event that the normal trial period is extended the employee and the Union shall be advised of the County's reasons. During the trial period an employee may elect to revert to the employee's former position or may be reverted by the County.

16. LAY-OFFS AND RECALLS

- a. Role of Seniority in Lay-Offs

In the event of a lay-off, as a result of a shortage of work, employees, excepting patrol operators, shall be laid off within each affected classification in the reverse order of their seniority provided that in the County's judgment those remaining have the required knowledge, qualifications, abilities and skills to fill the positions available.

- b. Recall Procedure

Employees, excepting patrol operators, shall be recalled in the order of their seniority within the affected classification when work becomes available provided that in the County's judgment they have the required knowledge, qualifications, abilities and skills to fill the position available.

- c. 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 period of sixty (60) days or less, the employee, for purposes of determining the employee's layoff and recall rights, shall be deemed to be occupying the employee's normal classification and not the classification in which the employee is temporarily relieving or to which the employee has been temporarily recalled.
- d. The County agrees that a person employed in the prior season as a seasonal employee will have preference for rehire in the next season to the same type of work over persons who have not previously been employed by the County. The decision as to whether past service is satisfactory shall be made solely by the County and shall not be subject to grievance and arbitration for any reason. Seasonal employees shall be notified of their satisfactory or unsatisfactory performance by the end of the calendar year.

17. POSTING AND FILLING VACANCIES

- 17.01 Any vacancy in a permanent position covered by this Collective Agreement which the County decides to fill or a newly created permanent position covered by this Collective Agreement which the County intends to fill must be posted as soon as reasonably possible and shall remain posted for a period of seven (7) calendar days in all departments having positions covered by this Collective Agreement
- 17.02 All job postings shall contain at least the following information: nature of the position, qualifications, required knowledge and education, skills, shift and wage or salary rate.
- 17.03 A temporary vacancy which will last longer than sixty (60) days and less than one (1) year will be posted for temporary bid. An employee who temporarily accepts another position will return to his original position upon completion of the temporary work.
- Should a temporary bid become permanent, it shall be re-posted for bidding.
- 17.04 Where the County determines that the position is required to be filled immediately, a temporary appointment may be made for the duration of the posting procedure.
- 17.05 A copy of all postings shall be sent to the Union.
- 17.06 All applications shall be addressed to the head of the department in which the vacancy occurs. The department head shall notify the Union of the proposed appointee and the names of all employees covered by this Collective Agreement who were unsuccessful applicants, upon the completion of the selection process. The department head shall also notify each employee under this Collective Agreement who was an unsuccessful applicant of the name of the successful applicant.
- 17.07 The Union agrees that it shall be the exclusive right of the County to determine which person shall be hired, transferred or promoted to fill a vacancy or newly created position subject to the County following the procedures specified in this Article 17. The County recognizes that promotional opportunities should increase with length of service and to this end will consider existing employees who demonstrate the required qualifications, skills and abilities for positions that become available.

18. SENIORITY

- 18.01 When an employee achieves permanent status, the employee's 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 the employee's seniority standing. Except as otherwise provided in this Collective Agreement, seniority shall operate on a bargaining-unit-wide basis. Seasonal employees shall not have seniority standing.
- 18.02 A temporary transfer from one branch of a department to another branch of the same department or from one department to another department for a period of less than twelve (12) months, even if such a transfer is outside the jurisdiction of the Union, shall not affect the normal seniority standing of such employee.
- 18.03 A list showing the seniority of employees within the jurisdiction of the bargaining unit shall be furnished annually by the County to the Union upon request but not more than once a year.
- 18.04 An employee shall not lose seniority rights if the employee is absent from work because of sickness, accident, lay-off, or leave of absence approved by the County. An employee shall lose the employee's seniority in the event:
- (a) The employee is discharged and is not reinstated.
 - (b) The employee resigns.
 - (c) The employee is laid-off and fails to report for work within three (3) working days after being notified to do so. It shall be the responsibility of the employee to keep the County informed of the employee's current address.
 - (d) The employee is laid off for a period in excess of eight (8) months.

19. CLASSIFICATION

- a. The establishment and maintenance of a classification plan covering employees covered by this Collective Agreement shall be the responsibility of the County. The County may develop classification specifications in accordance with the classification plan and shall provide specifications to the Union as they become available.

20. GRIEVANCE PROCEDURE

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 Grievances shall be of two (2) types, namely:

- (a) Individual grievances, that is, grievances relating to or affecting the rights of one 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:

- (a) Individual grievances must be initiated in writing within ten (10) working days of the day of the incident giving rise to the grievance and shall be initiated by the Union or the individual concerned with the department head of the individual concerned. All grievances shall specify the details of the grievance, the Clause or Clauses of this Collective Agreement upon which the grievance is based, and the remedy requested.
- (b) The department head shall review the grievance and shall provide the Union and the Grievor with a written decision together with the reasons therefore within ten (10) working days from the day that the grievance was initiated.
- (c) 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 County Administrator and such appeal shall specify all 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.
- (d) The County Administrator shall hold a hearing of the parties within ten (10) working days of the day that the grievance was appealed to the County Administrator and a written decision on the grievance together with the reasons therefore shall be given by the County Administrator to the Union within ten (10) working days of the hearing.
- (e) If the decision of the County Administrator does not settle the grievance, the Union must within five (5) working days from the day the

decision was received by the Union, providing that the grievance has been properly processed in accordance with the grievance procedure, refer the grievance to an arbitration board as hereinafter set out.

- (f) A policy grievance must be initiated in writing by the Union with the County Administrator under Clause 20.03 (c) 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.

- 20.04 When a grievance is referred to arbitration under this Collective Agreement, the notice referring the matter to arbitration shall state the name and address of the nominee of the Union. Within seven (7) days thereafter, the County shall advise the Union of the name and address of its nominee to the arbitration board. The two (2) arbitrators shall then select a third person who shall be chairman of the arbitration board.
- 20.05 By agreement between the County and the Union, a grievance may be referred to a single arbitrator rather than a three (3) person arbitration board as provided in Clause 20.04 (a).
- 20.06 If the County fails to appoint an arbitrator within the time limit specified, or if the two (2) nominees fail to agree upon a chairman within seven (7) days of their appointment, the required appointment shall be made by the Director of Mediation upon the request of either party.
- 20.07 The arbitration board shall determine its own procedure and shall give all parties the opportunity to present evidence and make representations.
- 20.08 The arbitration board shall hear and determine the grievance and shall issue an award in writing and its decision is final and binding upon the County and the Union and upon any employee affected by it. The decision of the majority is the award of the arbitration board, but if there is no majority, the decision of the chairman governs and it is then deemed to be the award of the board.
- 20.09 Each party to the arbitration shall bear the expense of its respective nominee to the arbitration board and the two (2) parties shall bear equally the expenses of the chairman.
- 20.10 The arbitration board, by its decision, shall not alter, amend or change the terms of this Collective Agreement.
- 20.11 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.

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

21. RECOGNITION OF UNION STEWARDS AND GRIEVANCE COMMITTEE

- a. In order to provide an orderly and speedy procedure for settling of grievances, the County acknowledges the rights and duties of the Union Stewards. The steward, subject to Clause 21.02, may assist any employee covered by this Collective Agreement in preparing and presenting the employee's grievance in accordance with the grievance procedure.
- b. The County agrees that stewards shall not be hindered within the performance of their duties while investigating a grievance as provided in this Article. The Union recognizes that each steward is employed by the County and that the employee will not leave the employee's work during working hours without first obtaining the permission of the employee's supervisor in accordance with Clause 10.02 (b).

22. LABOUR MANAGEMENT COMMITTEE

- a. A Labor Management Committee shall be established. The Labour Management Committee shall consist of three (3) representatives from the Union and three (3) representatives from the County. The Committee shall enjoy the full support of both parties to this Collective Agreement in the interests of maximum service to the public. All meetings shall be scheduled Monday to Friday between the hours of 7:00 a.m. and 5:00 p.m. without loss of pay to committee members.
- b. The Labor Management 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 County for approval.
- c. Matters of concern to the County or the Union may be forwarded to the Labor Management Committee by either party to this Collective Agreement for discussion and recommendations as to the resolution of the problem.

- d The Committee shall not have jurisdiction over wages, or any other matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any other committee of the Union or the County and does not have the power to bind either the Union or its members or the County to any decisions or conclusions reached in their discussions and conclusions.

Signed this 26 day of Oct, A.D. 2021.

On behalf of the Employer:

On behalf the Union:

The County of Paintearth No. 18

International Union of Operating Engineers
Local 955



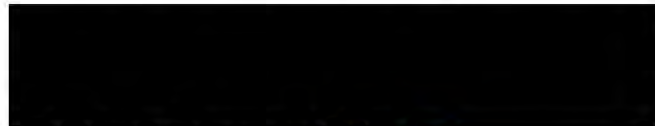
Stan Schulmeister, Reeve



Chris Flett, Business Manager



Michael Simpson
Chief Administrative Officer



Declan Regan, President

Schedule A – Wage Rates

CLASSIFICATION	Current	1-Jan-22	1-Jan-23	1-Jan-24
Journeyman Certificates		0.00%	1.50%	1.75%
Level 1	\$39.37	\$39.37	\$39.96	\$40.66
Level 2	\$40.55	\$40.55	\$41.16	\$41.88
Level 3	\$41.77	\$41.77	\$42.40	\$43.14
Level 4	\$43.02	\$43.02	\$43.67	\$44.43
Level 5	\$44.31	\$44.31	\$44.97	\$45.76
Level 6	\$45.65	\$45.65	\$46.33	\$47.15
Level 7	\$47.01	\$47.01	\$47.72	\$48.55
Level 8	\$48.42	\$48.42	\$48.42	\$49.15

Apprentice

Year 1 - 80%	\$31.49	\$31.49	\$31.96	\$32.52
Year 2 - 85%	\$33.46	\$33.46	\$33.96	\$34.56
Year 3 - 90%	\$35.43	\$35.43	\$35.96	\$36.59
Year 4 - 95%	\$37.40	\$37.40	\$37.96	\$38.63

PW Equipment Operator

Level 1	\$30.18	\$30.18	\$30.63	\$31.17
Level 2	\$31.09	\$31.09	\$31.56	\$32.11
Level 3	\$32.02	\$32.02	\$32.50	\$33.07
Level 4	\$32.98	\$32.98	\$33.47	\$34.06
Level 5	\$33.97	\$33.97	\$34.48	\$35.08
Level 6	\$34.99	\$34.99	\$35.51	\$36.14
Level 7	\$36.03	\$36.03	\$36.57	\$37.21
Level 8	\$37.11	\$37.11	\$37.67	\$38.33
Lead Hand	\$2.12	\$2.12	\$2.15	\$2.19
Casual Labourer	\$16.30	\$16.30	\$16.54	\$16.83

Labourer

Level 1	\$24.75	\$24.75	\$25.12	\$25.56
Level 2	\$26.06	\$26.06	\$26.45	\$26.91
Level 3	\$26.85	\$26.85	\$27.25	\$27.73
Level 4	\$27.65	\$27.65	\$28.06	\$28.56

CLASSIFICATION	Current	1-Jan-22	1-Jan-23	1-Jan-24
Level 1	\$28.13	\$28.13	\$28.55	\$29.05
Level 2	\$28.96	\$28.96	\$29.39	\$29.91
Level 3	\$29.86	\$29.86	\$30.31	\$30.84
Level 4	\$30.73	\$30.73	\$31.19	\$31.74

Assistant Agricultural Fieldman

Level 1	\$30.18	\$30.18	\$30.63	\$31.17
Level 2	\$31.09	\$31.09	\$31.56	\$32.11
Level 3	\$32.02	\$32.02	\$32.50	\$33.07
Level 4	\$32.98	\$32.98	\$33.47	\$34.06
Level 5	\$33.97	\$33.97	\$34.48	\$35.08
Level 6	\$34.99	\$34.99	\$35.51	\$36.14
Level 7	\$36.03	\$36.03	\$36.57	\$37.21
Level 8	\$37.11	\$37.11	\$37.67	\$38.33

Utility Operator

Level 1	\$75,945.06	\$75,945.06	\$77,084.24	\$78,433.21
Level 2	\$78,232.68	\$78,232.68	\$79,406.17	\$80,795.78
Level 3	\$80,579.66	\$80,579.66	\$81,788.35	\$83,219.65
Level 4	\$82,997.05	\$82,997.05	\$84,242.01	\$85,716.24
Level 5	\$85,486.97	\$85,486.97	\$86,769.27	\$88,287.74
Level 6	\$88,051.57	\$88,051.57	\$89,372.34	\$90,936.36
Level 7	\$90,693.12	\$90,693.12	\$92,053.52	\$93,664.45
Level 8	\$93,413.92	\$93,413.92	\$94,815.13	\$96,474.39