

COLLECTIVE AGREEMENT

BETWEEN



AND



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

PERIOD:

January 1, 2018 to December 31, 2019

TABLE OF CONTENTS

	Page
1. PURPOSE.....	1
2. SCOPE.....	2
3. SECURITY.....	2
4. MANAGEMENT RIGHTS.....	2
5. DEDUCTIONS AND INITIATION FEES.....	2
6. UNION RECOGNITION.....	3
7. JOINT HEALTH AND SAFETY COMMITTEE.....	3
8. DISCRIMINATION.....	3
9. UNION REPRESENTATIVES AND SHOP STEWARD.....	3
10. CLASSIFICATIONS.....	4
11. SENIORITY.....	4
12. PROBATIONARY EMPLOYEES.....	6
13. APPLICATION OF SENIORITY.....	7
14. DISCIPLINE AND TERMINATION OF EMPLOYMENT.....	8
15. BEREAVEMENT LEAVE.....	9
16. LEAVE FOR SPECIAL CIRCUMSTANCES.....	10
17. ANNUAL VACATION.....	10
18. NAMED HOLIDAYS.....	13
19. HOURS OF WORK AND OVERTIME.....	14
20. RATES OF PAY.....	16
21. MEDICAL AND SICK LEAVE.....	16
22. OTHER BENEFITS.....	18
23. GRIEVANCE PROCEDURE.....	18
24. PRINTING.....	20
25. DURATION OF COLLECTIVE AGREEMENT.....	20
26. SPECIAL CONDITIONS.....	20
BRAZEAU COUNTY – SCHEDULE “A”.....	22
GRID POSITIONS.....	22
SCHEDULE “B”.....	23
CONDITIONS FOR PLACEMENT.....	23
CONDITIONS FOR MOVEMENT ALONG THE STEPS OF THE GRID.....	24
ADDITIONAL ALLOWANCES.....	25
SCHEDULE “C”.....	28
BENEFIT PACKAGE.....	28
VISION CARE.....	28
HEALTH AND WELLNESS.....	28
DENTAL CARE.....	29
EXTENDED HEALTH CARE.....	29
SCHEDULE “D”.....	30

COLLECTIVE AGREEMENT

BETWEEN:

BRAZEAU COUNTY
(hereinafter referred to as the Employer)

OF THE FIRST PART

and

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

OF THE SECOND PART

WHEREAS, the Employer and the Union desire to establish and maintain conditions covering the hours of work, rates of pay and other working conditions between the Employer and the members of the Union covered by the terms of the Collective Agreement,

AND WHEREAS, the parties desire a method of fair and amicable adjustment of any disputes which may arise between them,

NOW THEREFORE, the Employer and the Union mutually agree as follows:

1. PURPOSE

1.1 The purpose of this Collective Agreement is to mutually establish between the parties a Collective Agreement with the intent and purpose of:

- (a) Promoting a harmonious relationship;
- (b) Providing for conditions of employment, hours of work and rates of pay;
- (c) Establishing the means for prompt and equitable settlement of disputes or grievances between the Employer and employees represented by the Union; and
- (d) Encouraging efficiency and safety in operation.

2. SCOPE

- 2.1 The Employer recognizes the Union as the sole bargaining agent for the bargaining unit, which shall include all Public Works employees, Shop employees and Agricultural employees working in positions referred to in Schedule "A" of this Collective Agreement excepting office, clerical, Public Safety Officers, Landfill Operators, employees covered by Federal or Provincial Employment Incentive programs and those persons exercising managerial functions or those who are employed in a confidential capacity in matters relating to labour relations.
- 2.2 The parties hereto agree that the term non-union managerial shall, without limiting the generality of the foregoing, include the following:
- (a) Chief Administrative Officer
 - (b) Other Non-Union Managerial Staff
- 2.3 The parties agree that the Employer may hire crews exclusive of this Collective Agreement in the Labourer category for a period not longer than five (5) days for extraordinary purposes.
- 2.4 The parties agree that the Employer may have temporary employees at any time during the calendar year as required to perform the duties of a labourer. Each temporary employee is limited to a maximum of eight hundred sixty-four (864) working regular hours per calendar year. Overtime shall not be counted towards the working regular hours for a temporary employee.
- 2.5 The feminine gender shall mean and include the masculine and similarly the singular shall include the plural and vice versa as applicable.

3. SECURITY

- 3.1 All employees within the bargaining unit shall as a condition of employment become and remain members of the Union.

4. MANAGEMENT RIGHTS

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

5. DEDUCTIONS AND INITIATION FEES

- 5.1 All employees covered by this Collective Agreement shall pay monies equal to the established dues of the Union as set out from time to time by the membership.
- 5.2 The Employer agrees to forward all Union dues deducted by the Employer to the office of the Union on or before the fifteenth (15th) day of the next month following the month for which dues have been deducted, together with a list of names of all employees from whom the dues were deducted indicating amount and purpose.

- 5.3 Notification of any change in dues as aforesaid shall be given by the Union to the Employer in writing no less than thirty (30) days before the change is to become effective.
- 5.4 Notwithstanding Clause 5.2, the Union agrees to establish bi-weekly Union dues.
- 5.5 The Union shall notify the Employer of any concerns regarding the accuracy of the dues deduction within twenty (20) days of receipt, after which time the accuracy of the dues deduction shall be deemed to have been acknowledged by the Union.

6. UNION RECOGNITION

- 6.1 So long as this Union remains the certified bargaining agent for the employees covered by this Collective Agreement, the Employer agrees to recognize the Union as the sole bargaining agent in the matter of all conditions specified in this Collective Agreement.
- 6.2 The Employer shall not bargain with any employee or group of employees within the scope of this Collective Agreement, in regards to terms and conditions of employment, expressly agreed to within the scope of this Collective Agreement without the express consent of the Union.

7. JOINT HEALTH AND SAFETY COMMITTEE

- 7.1 There shall be a Joint Health and Safety Committee consisting of three (3) members of the Union in the bargaining unit to be appointed by the Union and three (3) members of management appointed by the Employer. The Joint Health and Safety Committee shall meet monthly. The Union Business Agent and an additional Employer Representative may also attend at their discretion.

8. DISCRIMINATION

- 8.1 The Employer and the Union mutually agree that at no time shall either of them or any of their officials, show discrimination against any of the employees covered by this Collective Agreement, because of their connection with the Union, or any form of discrimination that is prohibited under the *Alberta Human Rights Act*. Notwithstanding the above, the Employer may institute a policy for the hiring of new employees that gives preference in hiring to persons resident within the Employer's boundaries.

9. UNION REPRESENTATIVES AND SHOP STEWARD

- 9.1 The shop steward is accepted in principle by the Employer. The Union shall list with the supervisory personnel designated by the Employer the current shop stewards and the shop stewards shall be recognized by the Employer as part of the Grievance Procedure. The names of the shop stewards and the areas they represent shall be supplied in writing to the Employer within ten (10) days of the appointment of the shop stewards.

- 9.2 The Employer agrees that when permission is granted to a shop steward from the steward's Supervisor, the shop steward may conduct a review of any dispute arising from the application of this Collective Agreement.
- 9.3 Business Agents of the International Union of Operating Engineers shall have access to any employee, with the permission of the employee's Supervisor. Business Agents may access any worksite on identifying themselves to the employee's Supervisor prior to attending any worksite.
- 9.4 When permission is granted to a representative of the Union from the employee's Supervisor to leave their employment temporarily with respect to Union and Employer business or grievances, no loss of pay or benefits shall result. Such permission is not to be unreasonably withheld.
- 9.5 Leaves of absence for collective bargaining will be limited to a maximum of three (3) employees. The wages of the affected employees on the Union negotiating committee during the course of negotiations will be shared equally by the Employer and the Union. Unless otherwise agreed to, negotiation meetings may be conducted during normal working hours and therefore wages may not be claimed for these meetings for any time in excess of an employee's normal working hours.

10. CLASSIFICATIONS

- 10.1 The establishment and maintenance of a classification plan covering employees within the jurisdiction of the Union shall be the responsibility of the Employer. The Employer shall develop classification specifications in accordance with the classification plan and shall provide specifications to the Union as they become available. The Employer shall consult with the Union to discuss any changes to the classification specifications prior to implementation.
- 10.2 It is agreed that the Employer may institute new classifications and that wage rates for these classifications shall be fixed by the Employer after consultation with the Union in writing.

11. SENIORITY

- 11.1 Seniority is defined as the length of continuous or accumulated employment, prorated to a full-time equivalent (F.T.E.), with the Employer under the scope of this Collective Agreement. Seniority is calculated based upon the number of regular hours worked per year to a maximum of two thousand eighty (2,080) hours per year.
- 11.2 The Employer shall maintain a seniority list showing the date upon which each employee's employment commenced and showing the continuous or accumulated employment for permanent and seasonal employees. Temporary employees shall not accrue seniority.

11.3 In this Collective Agreement:

- (a) Permanent employee means any employee within the scope of this Collective Agreement employed in a position designated by the Employer as a permanent position.
- (b) Seasonal employee means any employee within the scope of this Collective Agreement employed in a position for a period of more than five (5) continuous months but less than twelve (12) continuous months in a year due to the nature of the Employer operations and service requirements to the public on a year to year basis and designated by the Employer as a seasonal position.
- (c) Temporary employee means any employee within the scope of this Collective Agreement employed in a position for a period of five (5) continuous months or less and designated by the Employer as a temporary position.
- (d) "Full-time position" means a position in which the employee works two thousand eighty (2,080) hours regular time per calendar year (forty (40) hours per week) subject only to absences for approved vacations or illness.

11.4 Temporary employees, should their employment exceed eight hundred sixty-four (864) hours (approximately five (5) months), shall receive seasonal rates of pay from that point until the time of lay off.

11.5 The Employer shall provide a seniority list to the Union on June 30th of each year.

11.6 If any employee is promoted to a job outside the unit covered by this Collective Agreement and later returns to a job covered by this Collective Agreement he will maintain his seniority that he had when promoted but shall not accumulate seniority while working outside the Collective Agreement.

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

- (a) He is discharged for just cause.
- (b) He resigns.
- (c) He fails to return to work following a lay-off within ten (10) days after being notified of his recall at his last known address, unless due to sickness or other just cause, notice of which is immediately given to the Employer in writing by the employee of his inability to return to work for such reasons. It shall be the responsibility of the employee to keep the Employer informed of his current address.
- (d) He is laid-off for a period of longer than twelve (12) months.
- (e) The employee is absent due to long term disability in excess of three (3) years.

- 11.8 When an employee leaves the Employer's service and is later re-engaged, his seniority shall be from the date of re-engagement.
- 11.9 Employees in seasonal positions shall accumulate seniority on the basis of the regular hours worked per year to a maximum of two thousand eighty (2080) hours.
- 11.10 Where an employee on lay-off has been recalled to work but is unable to return to work immediately but can report to work within ten (10) days referred to in Clause 11.7(c) or can report to work at the end of this sickness or other just cause for absence, then the Employer may recall the next senior employee able to perform that work on a temporary basis until the recalled employee is available to report to work.
- 11.11 Employees who are receiving compensation from the Workers' Compensation Board shall continue to accumulate seniority while on W.C.B. to a maximum of two (2) years.
- 11.12 Employees who are on unpaid leave or W.C.B. beyond two (2) years do not accumulate seniority.

12. PROBATIONARY EMPLOYEES

- 12.1 The probationary period for permanent and seasonal staff shall be three (3) months.
- 12.2 The Employer will notify the Union and the employee of the completion of the probationary period in writing.
- 12.3 Any employee not performing their duties to an acceptable standard, as determined by the direct Supervisor, within the probationary period shall, upon a probationary performance evaluation, be placed on a performance improvement plan or terminated prior to three (3) months of employment.
- 12.4 An employee, other than temporary employees, who is transferred or promoted to another position shall be subject to a trial term for sixty (60) days worked and if the employee proves unsatisfactory in the new position the employee will be returned to his former position. Should it not be practical to establish the employee's suitability during the normal trial term, the trial term may be extended at the discretion of management, but in no instance shall the length of the extension exceed fifteen (15) working days. In any event, employees promoted or transferred shall be paid at the rate applicable to the new position from commencement of employment in the position. When used in this Collective Agreement, "transfer "means the situation when an employee moves from a position in one of the grid positions as set out in Schedule "A" to another grid position.
- 12.5 Any person filling a position vacated by transfer or promotion will remain as temporary until the promoted or transferred person has completed the trial term. When used in this Collective Agreement, "promotion "means the advancement of

an employee to a position with a higher regular rate of pay than their present position.

- 12.6 Temporary employees who are awarded a posted permanent position shall be subject to a probationary period as set out in this Article.
- 12.7 After completion of the probationary period, seniority shall be effective from the date of employment that is contiguous with the probationary position.
- 12.8 All newly hired employees shall be entitled to all terms and conditions of this Collective Agreement after the date employment commenced except with regard to discharge. Employment of probationary employees may be terminated at any time during their probationary period at the Employer's sole discretion and no access to the Grievance Procedure will be available.

13. APPLICATION OF SENIORITY

- 13.1 When filling a new seasonal or permanent position or a vacancy the Employer shall notify the Union in writing and post notice of vacancy of the position on all bulletin boards for a minimum of seven (7) calendar days so that all members will have knowledge of same. Any member may make written application to the Employer if they so desire. Notice of Vacancy shall contain the following information:
- Nature of Position
 - Abilities and Skills
 - Shift and Rate of Pay
 - Designation - Seasonal or Permanent
 - Initial Area or Location
- 13.2 In the event that an employee on LTD is terminated due to Clause 11.7(e), his position shall be posted within fourteen (14) calendar days of the termination of his employment.
- 13.3 The Employer agrees that present employees, including temporary employees, shall be given the first opportunity to fill the vacancy referred to in a Notice of Vacancy. This does not prevent the Employer from advertising positions and considering other prospective candidates. The Employer will not be responsible for notifying employees on layoff of any job posting.
- 13.4 The Employer, when a vacancy occurs, shall have the right to fill the said vacancy on a temporary basis during the posting and selection period for a maximum period of thirty-five (35) working days or, if no qualified employees respond to the job posting (in the opinion of the Employer), until the position is filled. The thirty-five (35) days can be extended a further thirty-five (35) days when it is necessary to post a second position as a result of filling the first vacancy. Any further extension will require the consent of the Union.
- 13.5 The Union hereby recognizes the right of the Employer to be the final judge as to the merits of all job applicants.

- 13.6 The Employer shall post a notice on all bulletin boards within ten (10) working days to identify who has been accepted.
- 13.7 In making promotions or transfers falling within the scope of the Collective Agreement, the determining factors shall be the employee's skill, training, qualifications, work history and job knowledge. When two (2) or more employees are relatively equal, with respect to all of the aforementioned, then seniority shall be the determining factor.
- 13.8 In the event of a lay-off due to weather or other conditions, seniority shall govern provided that the employee has the ability to perform the work. Subject to the preceding, the last hired shall be the first laid off.
- 13.9 When recalling employees within a classification after a lay-off, then those with the most seniority shall be recalled first, subject to the employee's ability to perform the work available.
- 13.10 Separation slips and final payment shall be provided to employees according to current *Employment Standards Code*.
- 13.11 Recall of seasonal or laid-off personnel shall occur in the following manner:
- (a) Employees with the ability to perform the work will be recalled by grid and seniority.
 - (b) Should recall be rejected by the employee, then grid, seniority and ability to perform the work will apply.
 - (c) Should recall be rejected or no suitable candidates exist within the grid, then recall shall be extended to other grids based on seniority where employees have the ability to perform the work as it is set out in the job description, and have the skill set required to perform the said duties.
- 13.12 Employees may exercise seniority in determining shift preference, when two (2) or more shifts are available.

14. DISCIPLINE AND TERMINATION OF EMPLOYMENT

- 14.1 A copy of all correspondence pertaining to discipline and termination will be forwarded to the Business Agent of the Union assigned to service the bargaining unit within seven (7) days. The Union shall be responsible for notifying the Employer of the name of the Business Agent assigned.
- 14.2 The Employer shall have the right to warn, demote, discipline, suspend or discharge any employee for sufficient or proper cause, and to apply appropriate discipline. The Employer agrees to notify the Union of the date and time of the action. The employee may have a Union representative present at the time a decision is presented to that employee for any discipline. In any event, the Union shall be notified forthwith of the reason for the action that led to the discipline.

14.3 Discipline must be appropriate to the cause and in accordance with the principles of progressive discipline.

14.4 Progressive discipline shall proceed as follows:

- (a) verbal reprimand noted and placed on employee's personnel file;
- (b) written reprimand(s);
- (c) suspension;
- (d) discharge.

Depending on the severity of the circumstances requiring discipline and subject to Clause 14.3, the Employer reserves the right to proceed with whichever above disciplinary action it deems appropriate.

14.5 Employees or the Business Agent shall be allowed to review their personnel file upon request, in the presence of Administration and obtain copies of anything contained in this file.

14.6 Any written documents pertaining to disciplinary action or dismissal shall be removed from the employee's file when:

- (a) Such disciplinary action or dismissal has been grieved and determined to be unjustified;
- (a) One (1) year has elapsed from the occurrence resulting in discipline;
- (b) Two (2) years has elapsed from the occurrence resulting in discipline when the occurrence is a safety infraction or safety related.

15. BEREAVEMENT LEAVE

15.1 In the event of a death of a member of the employee's (permanent or seasonal employee) immediate family up to four (4) days leave with pay will be granted to attend to their social and family responsibilities. Employees may use vacation as a supplement to any bereavement leave in this Article.

15.2 If considerable travel is involved, up to two (2) days travel time with pay may be granted at the discretion of the Employer.

15.3 Immediate family includes spouse, parent, child, sister, brother, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandchild, grandparent, mother-in-law, and father-in-law.

15.4 In the event of a death of a relative who is not immediate family, up to one (1) day with pay may be granted for permanent and seasonal employees to attend the funeral provided that prior approval is obtained from their Supervisor.

- 15.5 Employees requesting bereavement leave will discuss leave requirements with their Supervisor to reach agreement upon the period of leave required.
- 15.6 Bereavement leave will not be granted during any period where an employee is on vacation as the purpose of this leave is to ensure the employee will not let financial considerations (i.e., pay) prevent his attendance to his social and family responsibilities. If the employee is on vacation, no financial hardship will be involved in his attendance to the social and family responsibilities of bereavement.
- 15.7 An employee may be granted up to one (1) day with or without pay, for attending the funeral of a person other than a relative, or funeral for reasons of responsibility to a club or organization, provided prior approval is obtained from their Supervisor.

16. LEAVE FOR SPECIAL CIRCUMSTANCES

- 16.1 The Employer may grant leaves with or without pay for reasons not defined in this Collective Agreement.
- 16.2 When the employee requests this leave, the employee either at the time of the request or upon his return to work, shall provide details, in writing, of the special circumstances requiring such leave.
- 16.3 If the employee requests this leave due to illness in the family, a medical certificate may be required indicating the employee's presence is necessary.
- 16.4 The employees may use Article 21 for family illness for up to a maximum of six (6) days. The family sick days are part of the sick days accrued on a monthly basis and not additional days. This will be used to attend to sick immediate family members and for any other medical, dental, etc. appointments. Immediate family members for this Article shall mean a spouse and dependent children under the age of eighteen (18), and if a child is incapacitated refer to Clause 16.1.
- 16.5 An employee required to appear in Court as a subpoenaed witness or summoned juror shall be given a leave of absence with pay for that purpose provided that the employee shall pay any fees received from that appearance to the Employer, up to a maximum of the employee's salary.

17. ANNUAL VACATION

- 17.1 Employees who resign during their first (1st) calendar year of service with the Employer shall be entitled to vacation pay as per the current *Employment Standards Code* or according to the signed offer of employment.
- 17.2 Annual vacation with pay for permanent employees shall be earned as follows:
 - (a) During the first (1st) and subsequent years of service, an employee shall earn vacation credits at a rate of fifteen (15) days per twelve (12) months, to be used upon completion of the employee's first (1st) and subsequent years of service as shown on the chart below:

- (b) After the seventh (7th) and subsequent years of service, an employee shall earn vacation credits at a rate of twenty (20) days per twelve (12) months as shown on the chart below:
- (c) After the eleventh (11th) and subsequent years of service, an employee shall earn vacation credits at a rate of twenty-five (25) days per twelve (12) months as shown on the chart below:
- (c) After the nineteenth (19th) and subsequent years of service, an employee shall earn vacation credits at a rate of thirty (30) days per twelve (12) months as shown on the chart below:
- (d) Employees may take vacation in half day increments.

<u>Vacation Day Accrual Chart</u>	
0 to 1 year of service is deemed as "1" year of service	start accruing 15 days holidays per year (6%)
1 to 2 years of service is deemed as "2" years of service	accrued 15 days holidays or 6%
2 to 3 years of service is deemed as "3" years of service	accrued 15 days holidays or 6%
3 to 4 years of service is deemed as "4" years of service	accrued 15 days holidays or 6%
4 to 5 years of service is deemed as "5" years of service	accrued 15 days holidays or 6%
5 to 6 years of service is deemed as "6" years of service	accrued 15 days holidays or 6%
6 to 7 years of service is deemed as "7" years of service	accrued 15 days holidays or 6%
7 to 8 years of service is deemed as "8" years of service	start accruing 20 days holidays per year (8%)
8 to 9 years of service is deemed as "9" years of service	accrued 20 days holidays or 8%
9 to 10 years of service is deemed as "10" years of service	accrued 20 days holidays or 8%
10 to 11 years of service is deemed as "11" years of service	accrued 20 days holidays or 8%
11 to 12 years of service is deemed as "12" years of service	start accruing 25 days holidays per year (10%)
12 to 13 years of service is deemed as "13" years of service	accrued 25 days holidays or 10%
13 to 14 years of service is deemed as "14" years of service	accrued 25 days holidays or 10%
14 to 15 years of service is deemed as "15" years of service	accrued 25 days holidays or 10%
15 to 16 years of service is deemed as "16" years of service	accrued 25 days holidays or 10%

16 to 17 years of service is deemed as "17" years of service	accrued 25 days holidays or 10%
17 to 18 years of service is deemed as "18" years of service	accrued 25 days holidays or 10%
18 to 19 years of service is deemed as "19" years of service	accrued 25 days holidays or 10%
19 to 20 years of service is deemed as "20" years of service	start accruing 30 days holidays per year (12%)
20 to 21 years of service is deemed as "21" years of service	accrued 30 days holidays or 12%
**maximum of 6 weeks holidays per year	

17.3 All seasonal employees with one (1) year or more of seniority shall be entitled to six percent (6%) vacation pay. All temporary employees shall be entitled to four percent (4%) vacation pay.

- (a) All seasonal employees with seven (7) years or more of seniority, who worked a minimum of eleven (11) months during the calendar year, shall be entitled to eight percent (8%) vacation pay.
- (b) All seasonal employees with eleven (11) years or more of seniority, who worked a minimum of eleven (11) months during the calendar year, shall be entitled to ten percent (10%) vacation pay.
- (c) All seasonal employees with nineteen (19) years or more of seniority, who worked a minimum of eleven (11) months during the calendar year, shall be entitled to twelve percent (12%) vacation pay.
- (d) Seasonal employees who become permanent employees shall be granted past service for vacation increment purposes on a basis of one-twelfth (1/12) of one (1) year per month worked in the calendar year. Whenever a seasonal employee worked nine (9) months or more in a calendar year, they shall be granted one (1) full year of service for the purposes of this calculation.

17.4 Employees will be allowed to schedule their vacation entitlement, subject to the following conditions:

- (a) The Supervisor will grant approval on a "first come first served" basis.
- (b) If, in the opinion of the Supervisor, the period of vacation chosen by an employee conflicts or interferes with the efficient operation of the department, the Supervisor has the right to refuse to grant approval for the vacation. The employee shall have the right to choose an alternative period of vacation.
- (c) Employees may seek approval for vacation of less than one (1) week in duration.

(d) In granting approval for vacations, the Supervisor will grant precedence to vacation periods of a full week or more.

17.5 The period for calculating the holiday pay allowance for seasonal employees shall be from the date of hire. Seasonal employees shall have their vacation pay allowance added to each pay period unless it is otherwise requested.

17.6 Up to three (3) extra days with pay shall be added to the permanent employee's annual vacation, if he is not absent from duty on account of sickness, disability or non-occupational accident during the preceding calendar year of the contract as follows:

- Absent up to one (1) day - three (3) days,
- Absent up to two (2) days - three (3) days,
- Absent over two (2) days and up to three (3) days - two (2) days,
- Absent over three (3) days and up to four (4) days - one (1) day.

One (1) day shall equal eight (8) hours. Seasonal employees with twelve (12) consecutive months of employment will be paid using the same procedure as mentioned above for the permanent employees.

17.7 Vacation carryover of one (1) week, (five (5) working days) may be carried over for one (1) year. The carryover of vacation must be approved in writing by the Chief Administrative Officer prior to the end of the year.

17.8 Employees may take up to a maximum of three (3) weeks' vacation in one (1) increment during the summer season. The summer season shall be considered the period of June 1st to September 15th of each year.

17.9 All employees shall take their vacation, at the discretion of the Employer, pursuant to the preceding terms of this Collective Agreement, and the Employer shall post a vacation list prior to May 1st in each year. Changes in this vacation list may be negotiated between the employees and management.

17.10 All employees who are eligible for retirement may schedule their accrued holidays up to and including their actual date of retirement. All employees shall provide a minimum of four (4) months written notice of retirement prior to their last day worked on the job.

18. NAMED HOLIDAYS

18.1 All employees covered by this Collective Agreement shall, unless otherwise provided, be entitled to the following holidays:

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

and any other public holidays proclaimed by the Employer, and all employees shall be entitled to pay for all such holidays, and temporary employees to such days which they are allowed as per the current *Employment Standards Code*.

- 18.2 In the event that any of the holidays specified in Clause 18.1 above fall on a regular working day during the period of a permanent employee's annual vacation, one (1) extra day shall be added to his annual vacation for each day so accruing.
- 18.3 If a holiday specified in Clause 18.1 above falls on a Saturday, Sunday or regular day off, at any time in the year, an additional one (1) day's holiday will be designated by the Employer as the proclaimed Named Holiday. The designated day shall serve as the Named Holiday for any premium or overtime pay calculations. Permanent or seasonal employees shall be given first opportunity to work on that day. Temporary employees shall not be entitled to this provision.
- 18.4 All hours worked on any of the above named holidays by permanent, temporary and seasonal employees shall be paid at the rate of two times (2x) the regular rate.

19. HOURS OF WORK AND OVERTIME

- 19.1 The regular work week for all employees shall be Monday to Friday inclusive except as outlined in Clause 19.2.
- 19.2 Notwithstanding Clause 19.1 the Employer reserves the right to create new positions that have an alternate work week.
- 19.3 The regular hours of work for all employees except Agriculture and Public Works & Infrastructure Construction shall be up to eight (8) hours per day and up to forty (40) hours per week with breaks as per Clause 19.7. The Employer will attempt to maintain normal hours from 7:30 a.m. to 4:00 p.m.

“Averaging Agreements”

Employers and employees will be allowed to agree to average work hours over a period of one (1) to twelve (12) weeks for the purpose of determining overtime eligibility.

Averaging agreements:

- Must be in writing.
- May be with one (1) employee or a group (with majority support).
- Have a maximum term of two (2) years.
- Must specify daily and weekly hours of work not to exceed twelve (12) daily and forty-four (44) weekly average.
- Specify the manner in which overtime pay and time off with pay will be calculated.
- A copy must be provided to all Union employees.

- 19.4 The regular hours of work for Agriculture employees shall be up to eight (8) hours per day and up to forty (40) hours per week. The Employer will attempt to maintain normal hours from 7:30 a.m. to 4:00 p.m. with breaks as per Clause 19.7. When necessary as a result of the weather, the Employer may request, or when given twenty-four (24) hours' notice, require that Agriculture employees work a ten (10) hour day at regular time with such hours to be worked in one (1) continuous block between the hours of 4:00 a.m. and 7:00 p.m.

In these circumstances, overtime shall be paid for hours worked in excess of ten (10) hours per day, or forty (40) hours per week. When employees have reached the maximum of forty (40) hours regular time per week, or weather conditions are not conducive to regular operation, the Employer may grant a day off or portion thereof. The Employer maintains the right to require overtime work during regular hours on week days, Monday to Friday, that have been previously declared days off by the Employer.

- 19.5 Overtime requires prior approval by the Employer.
- 19.6 All consecutive hours worked which exceed the daily full-time equivalent of one (1) day or total hours worked which exceed the weekly full-time equivalent of one (1) week shall be paid for at a rate of one and one-half times ($1\frac{1}{2}x$) the regular rate. For employees covered under Clause 19.1, all hours worked on Saturday shall be paid for at a rate of one and one-half times ($1\frac{1}{2}x$) the regular rate and all hours worked on Sunday shall be paid for at a rate of double times ($2x$) the regular rate.
- 19.7 In each working day there will be a fifteen (15) minute rest break during the course of four (4) continuous hours of employment. There shall be an unpaid lunch break of not more than one-half ($\frac{1}{2}$) hour during the course of six (6) continuous hours worked.
- 19.8 Management, when requested to distribute overtime work, shall distribute such work as equally as possible among the employees. No employee shall be denied future overtime for failure to work overtime on a given occasion. Should no one be available, management has the right to assign the overtime.
- 19.9 If an employee is required to work over ten (10) consecutive hours exclusive of regular meal breaks in any one (1) day he shall be granted a second meal break of not less than one-half ($\frac{1}{2}$) hour with pay.
- 19.10 Any employee called in for work outside of his regular work day shall be entitled to a minimum of four (4) hours of wages and travel allowance at the Employer's prevailing rate from and to the employee's residence or the Employer's boundary, whichever is the shortest distance, for the distance traveled in the employee's private vehicle. The boundary limitations shall not apply to employees in the Employer's service as of December 31, 1990.
- (a) Notwithstanding Clause 19.10 above, the second or subsequent call out within the same day the minimum shall be two (2) hours pay.

- (b) Notwithstanding Clause 19.10 employees on call shall be entitled to a minimum two (2) hours pay for each call out subject to Schedule "B", Additional Allowances Clause 12.4.
- (c) Notwithstanding Clause 19.10 employees scheduled to work outside normal working hours and informed a minimum twelve (12) hours in advance are not eligible for travel allowance.

19.11 Four (4) hours of pay will be paid to all employees reporting for their regular shift, if there is no work available. It shall be the responsibility of the employee and the Employer to communicate on days of adverse weather that may affect the availability of work.

19.12 Employees will be paid bi-weekly, every second Friday.

19.13 Road construction employees required to provide their own transportation shall receive a travel allowance per kilometer at the Employer's prevailing rate for all distance traveled within the boundaries of the Employer to, from and between specific construction projects, or as may be required by the Employer.

19.14 Employees will not be allowed to take time off in lieu of overtime. All overtime will be paid out as overtime is earned in the pay period it is worked.

20. RATES OF PAY

20.1 The Employer agrees that during such times as this Collective Agreement is in force, it will pay all persons covered by the terms of this Collective Agreement the minimum rates set forth in Brazeau County Schedule "A".

20.2 The Employer shall pay a Lead Hand a premium of four dollars (\$4.00) per hour while assigned to be a Lead Hand and such assignment is considered temporary and not to exceed five (5) working days per assignment. A Lead Hand is responsible for the safe completion of work but not for disciplinary action or other performance management activities which are the responsibility of the Supervisor to whom the Lead Hand reports

20.3 A Lead Hand assumes the responsibilities of the Supervisor on a temporary basis, in the absence of the Supervisor.

21. MEDICAL AND SICK LEAVE

21.1 (a) The Employer shall grant to each permanent and seasonal employee one and one-half (1½) work days of sick leave per month upon completion of each month of employment, not including periods of layoff. The one and one-half (1½) work days shall be prorated for partial months due to layoff. Effective January 1st, 2011, unused sick leave entitlement may be accumulated to a maximum of one hundred and twenty-five (125) working days. When an employee is on sick leave exceeding ten (10) working days, the employee accrues sick time during the first ten (10) days, but does not accrue sick time while absent on sick leave for the portion of the sick leave

in excess of ten (10) days. The employee's accrual of sick time is determined on a per occurrence basis.

- (b) Temporary employees shall be eligible for sick leave upon completion of nine (9) months of accumulated employment in consecutive years. Days will accumulate at the rate of one and one-half (1½) days per complete month worked. Temporary employees may accumulate a maximum of seven (7) working days, which may be carried forward into the next consecutive years such that the maximum shall not exceed seven (7) days.
- (c) Temporary employees are not eligible for pay out on the accumulated sick days, and the sick days in the bank do not infer or imply any financial liability to the employee upon leaving the employment of the Employer.

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

21.3 This Clause is to recognize permanent employees who have accumulated sick leave during their period of employment with the County.

- (a) Upon full retirement, after the age of fifty-five (55) years and employed less than twenty (20) continuous years, an employee shall be entitled to be paid out twenty-five percent (25%) of his remaining accumulated sick leave.
- (b) Upon full retirement, after the age of fifty-five (55) years and employed for a minimum of twenty (20) continuous years, an employee shall be entitled to be paid out thirty percent (30%) of his remaining accumulated sick leave.
- (c) Upon full retirement, after the age of fifty-five (55) years and employed for a minimum of twenty-five (25) continuous years, an employee shall be entitled to be paid out fifty percent (50%) of his remaining accumulated sick leave.

Payment shall be based on their regular rate of pay during their last year of employment.

21.4 The Employer may require an employee to be examined by a physician named by the Employer, at the Employer's expense. The results of such examination, and any documents or reports created in conjunction with it, shall be given to the employee. The employee shall grant the employer a copy of the physicians report to enable the Employer to determine the status of the employee, including any reasonable job modifications, limitations and ability to resume normal job functions.

21.5 Notwithstanding anything covered in this Collective Agreement, nothing in this Collective Agreement shall serve to prevent the Employer's right to terminate for absenteeism. No employee should be terminated for medical absenteeism until he is examined by a physician according to Clause 21.4. Should the employee refuse such examination within five (5) days the employee forfeits the above condition.

22. OTHER BENEFITS

- 22.1 The Employer agrees to pay for the cost of single or family coverage as appropriate for each permanent and seasonal employee, under the Alberta Health Care Insurance Plan.
- 22.2 The Employer will pay the premium cost for each permanent and seasonal employee, for those benefits set forth in Schedule "C" of this Collective Agreement, provided that the seasonal employees shall remain a member of this Plan only if they pay in advance one hundred percent (100%) of the Group Benefit premiums for the months they are laid off, subject to Plan provisions. The Group Benefits for seasonal employees will cease if the employee does not remit one hundred percent (100%) of the Group Benefit premium payment.
- 22.3 It shall be a condition of employment for all permanent employees to participate in the Local Authorities Pension Plan. The Employer and employees shall make contributions in accordance with the provisions of the Plan. Payments made under Schedule "B", Additional Allowances 10, shall be included as pensionable time for calculating contributions to the Plan. When an employee is on LTD or WCB, both employee and Employer contributions are still required to be remitted to LAPP by the Employer. The employee will be required to pay the County for the employee contribution for LAPP for which the County will invoice the employee. Failure to submit payments will put the employee in arrears which will be a collectable debt and or right of offset on any monies owing to the County by the employee.
- 22.4 The Employer shall pay the Life Insurance and Dependent Life Insurance premiums for employees on Long Term Disability until the premiums are waived by the Insurance Carrier. Employees wishing to continue group benefits while on LTD, shall pay one hundred percent (100%) of the Group Benefits premiums they are eligible for in advance of the premium due date (the 1st of each month) the premiums cover. It is the employee's responsibility to make payment arrangements with the Employer. Failure to remit required payments will result in the cancellation of the group benefit coverage.

23. GRIEVANCE PROCEDURE

- 23.1 Any grievances arising from the contravention, interpretation, meaning, operation or application of any of the terms of this Collective Agreement shall be subject to the Grievance Procedure as set out in this Article, and an earnest effort shall be made by all parties to settle the difference in the following manner. Either the Union or the Employer may institute a grievance under the terms of this Collective Agreement.
- 23.1.1 The Union shall institute a grievance within fifteen (15) calendar days of the act(s) giving rise to the grievance.
- 23.1.2 The Employer shall institute a grievance within sixty (60) calendar days of the act(s) giving rise to the grievance coming to the attention of the Employer.

23.2 The Employer and the Union shall commence the grievances at Step II

Step I - Within fifteen (15) calendar days of the act giving rise to the grievance the employee(s) concerned together with the steward shall first seek to settle the dispute with the employee(s) immediate Supervisor. This step shall be in writing and signed by the employee and the steward. The Supervisor's response shall be in writing.

Step II - Failing satisfactory settlement within two (2) working days after the dispute was submitted under Step I, the employee(s) concerned together with the steward, shall within five (5) working days submit to the Chief Administrative Officer or designate a written statement of the particulars of the complaint, the Step I grievance and response, the Article or Articles contravened and of the redress sought. The Chief Administrative Officer or designate shall in consultation with, in the case of Public Works employees, the Director of Public Works & Infrastructure or designate or in the case of Agriculture employees, the Director of Community Services or designate, render his decision in writing within five (5) working days of receipt of notice.

Step III - Should the parties fail to reach agreement under the Grievance Procedure, Steps I to II, either party may notify the other party in writing of its desire to submit the grievance to an Arbitration Board. Such written notice must be served within ten (10) days following completion of the Grievance Procedure. The notice shall name the party's appointee to the Arbitration Board. Within five (5) days thereafter the other party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two (2) appointees selected shall, within five (5) days, select a Chairman.

Step IV - If the recipient of the notice fails to appoint an Arbitrator, or if the two (2) appointees fail to select a Chairman within the time limit above, the appointment shall be made as required as per the current *Labour Relations Code* upon the request of either party.

23.3 The Arbitration Board may determine its own procedure but shall give full opportunity to all parties to present evidence and make representation to it. It shall herein determine the difference of allegation and render a decision within ten (10) days from the time the Chairman is appointed.

23.4 The decision of the majority shall be the decision of the Board, and shall be binding on all parties. In no event shall the Board alter, amend or change the terms of this Collective Agreement.

23.5 Should the parties disagree as to the meaning of the decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision which it shall do within three (3) working days of the service of the Arbitration Board award upon the parties.

23.6 Each party shall pay:

- (a) the fees and expenses of the Arbitrator it appoints;
- (b) one-half (½) of the fees and expenses of the Chairman.

23.7 The time limits fixed in both the Grievance and Arbitration Procedures may be extended by consent of the parties to this Collective Agreement.

23.8 At any stage of the Grievance or Arbitration Procedure, the parties may have the assistance of the employees concerned as witnesses and any other witnesses, and all reasonable arrangements shall be made to permit the conferring parties or the Arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

24. PRINTING

24.1 The Employer agrees to print this Collective Agreement at the Employer's expense and provide sufficient copies for the Union to provide to all its' members. The Union shall be responsible to distribute the Collective Agreement to its members.

25. DURATION OF COLLECTIVE AGREEMENT

25.1 This Collective Agreement shall be in full force and effect as of the 1st of January, 2018 and shall continue in full force and effect through and including the 31st of December, 2019 and from year to year thereafter unless written notice to commence bargaining for amendments is given by either party in accordance with the current *Labour Relations Code*.

25.2 Negotiated increases or changes will apply only to employees employed at the date of signing this Collective Agreement.

25.3 The notice required hereunder shall be validly and sufficiently served at the office of the Employer and at the Union's business office.

26. SPECIAL CONDITIONS

26.1 Present employees as of the date of signing of this Collective Agreement, who had employment with Parkland County that is contiguous with or immediately prior to present employment with Brazeau County, shall receive the following considerations:

- (a) Seniority with Parkland County will apply in consideration of Articles 13 and 17.
- (b) Accumulated sick leave to June 30th, 1988, with Parkland County shall be credited as of July 1st, 1988, with the Employer.

- 26.2 Employees who work temporarily in a position with a higher rate of pay for fifteen (15) consecutive calendar days or longer shall be paid vacation and sick leave at the higher rate of pay while they are working in the position with the higher rate.
- 26.3 Employees who are appointed to work temporarily in a position with a higher rate of pay shall be paid vacation and sick leave at the higher rate of pay from the date of the appointment.

BRAZEAU COUNTY – SCHEDULE “A”

GRID	DATE	A	B	C	D
1	01/01/18/19	\$ 20.67	\$ 21.74	\$ 22.90	\$ 24.13
2	01/01/18/19	\$ 21.21	\$ 22.28	\$ 23.43	\$ 24.70
3	01/01/18/19	\$ 22.12	\$ 23.28	\$ 24.49	\$ 25.84
4	01/01/18/19	\$ 23.09	\$ 24.35	\$ 25.62	\$ 26.98
5	01/01/18/19	\$ 27.68	\$ 29.07	\$ 30.60	\$ 32.25
6	01/01/18/19	\$ 27.87	\$ 29.31	\$ 30.87	\$ 32.53
7	01/01/18/19	\$ 28.62	\$ 30.12	\$ 31.73	\$ 33.45
8	01/01/18/19	\$ 29.62	\$ 31.18	\$ 32.86	\$ 34.69
10	01/01/18/19	\$ 30.58	\$ 32.02	\$ 33.55	\$ 35.19
11	01/01/18/19	\$ 34.92	\$ 36.50	\$ 38.14	\$ 39.94
12	01/01/18/19	\$ 36.25	\$ 37.88	\$ 39.67	\$ 41.51
13	01/01/18/19	\$ 40.25	\$ 41.88	\$ 43.67	\$ 45.51

GRID POSITIONS

- Labourer/Weed Inspector/Sprayers.....Grid 1
- Seasonal Labourer.....Grid 2
- Permanent Labourer.....Grid 3
- Shop Handyman/Parks Mower Operator/Beaver Control.....Grid 4
- Light Equipment Operator.....Grid 5
- Truck Driver (any vehicle requiring a Class 3).....Grid 6
- Heavy Equipment/Truck Driver (any vehicle requiring a Class 1).....Grid 7
- Water/Wastewater Operator.....Grid 8
- Purchasing Agent/Inventory Control/Assistant Construction Supervisor.....Grid 10
- Mechanic/Welder.....Grid 11
- Mechanic CVIP Certified.....Grid 12
- Lead Mechanic.....Grid 13

SCHEDULE "B"

CONDITIONS FOR PLACEMENT

1. All new permanent, seasonal and temporary employees shall be placed at Step A along the Grid moving to Step B upon successful completion of the probationary period.
2. Permanent, seasonal and temporary employees currently employed or recently employed, may be placed at a higher step on the Grid with approval and at the discretion of management.
3. All new permanent, seasonal and temporary employees may be placed at a higher step along the Grid based upon experience and education at the discretion of management.
4. Special Conditions:
 - (i) Temporary Labourer: This position is for simple labouring work such as: rock picking; hand weed control, including hand held "weed eaters"; lawn mowing and other parks maintenance using the riding mower or similar equipment; power saw, or other hand held tools.
 - (ii) Equipment Operator: This position requires experience or ability to achieve competency to operate various trucks, loaders, graders and other Public Works equipment with appropriate licensing, ability and willingness to operate all of the above. Management may appoint to Grid 5 or 7 based on experience of the employee, at management's sole discretion.

Grid 4 equipment includes:

A. Mowing Tractor

A Grid 5 operator is a seasonal or full-time operator that is expected and required to operate a single piece of equipment in most instances. It is expected that a Grid 5 operator shall also be required to operate other pieces of equipment for very short periods.

Grid 5 equipment includes:

- A. Thawing Truck
- B. Forklift
- C. Skidsteer
- D. Steel Drum Packer (Asphalt)
- E. Picker Truck

A Grid 6 operator is a seasonal or full-time operator that is expected and required to operate a motor vehicle that requires a Class 3 license to operate.

Grid 6 equipment includes:

- A. Tandem Truck

A Grid 7 operator is a seasonal or full-time operator that is expected and required to operate a motor vehicle that requires a Class 1 license to operate a motor grader or multiple pieces of equipment.

Grid 7 equipment includes:

- A. Grader
- B. Loader
- C. D3 - D9 (including pulling the Scraper)
- D. Gradall
- E. Checker duties
- F. Backhoe
- G. Packers (Construction)
- H. Tandem Truck with Trailer
- I. Tandem Truck with Plow

A Grid 8 operator shall be considered a fulltime permanent position as described in the Collective Agreement.

(iii) Mechanics and Welder: Mechanics with acceptable journeyman trade status with heavy duty certification or general automotive certification will be placed at Grid 11 and Mechanics with acceptable journeyman trade status with heavy duty certification and general automotive certification will be placed at Grid 12. Welder with journeyman welding certificate will be placed at Grid 11 and with journeyman mechanic certificate will be placed at Grid 12. Mechanics required by the County to attain and maintain a CVIP license shall be paid at Grid 12.

(iv) All employees recognize the flexibility of the requirements in the day to day operations of a municipality and will accept duties outside of their normal duties as prescribed by management.

- 5. Any current employee in Grid 6 and having a Class 1 will be moved to Grid 7 at the same step.

CONDITIONS FOR MOVEMENT ALONG THE STEPS OF THE GRID

- 1. Steps along the Grid may be made effective July 1st of any given year until the final step of the Grid is reached, for current employees, and on anniversary date for all employees commencing employment following July 1st, 1993.
- 2. Movement along the Grid is based upon evaluations by each direct Supervisor and approved by the Director of Public Works & Infrastructure or designate or Director of Community Services or designate, dependent upon the employee's department.

3. Should any employee be refused a Grid adjustment, he may appeal the decision to the Chief Administrative Officer or designate whose decision is final.
4. Any employee denied a Grid adjustment shall be given areas where improvement is required and an appropriate time frame for corrective measures.
5. No employee shall unreasonably be withheld from an adjustment in steps along the Grid.
6. Special Conditions
 - (i) Equipment Operator: Where:
 - (a) a Grid 5 employee operates equipment listed under Grid 6 or Grid 7 in Schedule "B" Conditions for Placement, paragraph 4, or
 - (b) a Grid 6 employee operates equipment listed under Grid 7 in Schedule "B" Conditions for Placement, paragraph 4

the Employer shall pay the employee for all hours worked at that grid level at the grid level appropriate for the equipment listed.
 - (ii) Employees who have reached the maximum step in their Grid are subject to an annual evaluation.
 - (iii) All new employees at time of hire shall provide a driver's abstract and sign a driver's abstract consent form every three (3) years to allow the Employer to request employee drivers' abstracts on an annual basis at the Employer's expense.

ADDITIONAL ALLOWANCES

1. Journeyman mechanics and welders required by the Employer to provide a substantial amount of their own tools will receive a tool allowance of fifty dollars (\$50.00) paid bi-weekly. All shop employees will be supplied with coveralls.
2. The Employer will pay for the medical requirements of Class I and Class III licenses if the position requires such license.
3. All employees shall be provided with Personal Protective Equipment required to perform the duties. All Personal Protective Equipment shall be recommended by the Safety Coordinator and approved by the Employer and meet OH&S standards. All Personal Protective Equipment must be handed in prior to the new equipment being supplied.

Employees are entitled to a safety apparel allowance in accordance with the following provisions following satisfactory completion of their probationary period.

Permanent employees shall receive an annual safety apparel allowance of up to three hundred dollars (\$300.00) plus GST if paid on purchase. Permanent

employees may spend their annual safety apparel allowance on any C.S.A. approved safety apparel (boots, clothing, etc.). The Employer shall reimburse the permanent employee up to the maximum of the annual safety apparel allowance upon the employee providing the Employer with receipts for the safety apparel.

Seasonal employees shall receive a safety apparel allowance of up to three hundred dollars (\$300.00) plus GST if paid on purchase once every twenty-four (24) months. Seasonal employees may spend their safety apparel allowance only on C.S.A. approved boots. The Employer shall reimburse the seasonal employee up to the maximum of the safety apparel allowance upon the employee providing the Employer with receipts for the boots.

If a seasonal employee has worked a minimum of eleven (11) months consecutively in each of two (2) years for a total of twenty-two (22) months in a twenty-four (24) month period, at the conclusion of the two (2) year period, the seasonal employee is entitled to a safety apparel allowance up to three hundred dollars (\$300.00) plus GST if paid on purchase for the second year. The Employer shall reimburse the seasonal employee up to three hundred dollars (\$300.00) plus GST if paid on purchase upon the employee providing the Employer with receipts.

- 3.1 Employees may receive one (1) pair of coveralls cleaned per week. Should additional coverall cleaning be required, it will be at the discretion of their Director or designate. The cost will be covered by the Employer.
4. The Employer will provide employees with a parking area for their vehicles when they are required to report to work at the Employer's premises.
5. Any employee temporarily performing work in a higher paid category will receive the higher rate for all hours worked whilst in that category.
6. Any employee who works a regularly scheduled shift, which the majority of hours excluding overtime fall between the hours of 6:00 p.m. and 8:00 a.m., shall receive a premium of thirty cents (30¢) per hour for all hours worked during that shift.
7. The Employer may provide a recognized First Aid Course (equivalent to St. John's Standard First Aid), including C.P.R., for employees. The course shall be provided during normal working hours. Additional courses may be provided as needed in order to maintain certification of employees.
8. Employees requested to use their own vehicles on Employer business will be paid at the prevailing Employer rate. The Employer may make regulations governing the submission, approval and payment of claims for employee vehicles used.
9. Full-time and seasonal equipment operators whose main duty is to operate a grader division, or operate heavy construction equipment shall receive a guarantee of sixty (60) hours of pay bi-weekly.

An employee on standby, who misses unauthorized work time, may forfeit the hours not worked on that day from the standby accumulation.

10. Employer will call by 10:00 am to confirm there is no work for the day for an employee on standby provisions referred to in number 9.

11. The Union recognizes that there is a system of on call as established and amended from time to time by management.
 - (a) Employees may be required to be placed on call as established by management from time to time.
 - (b) On call shall be for no longer than two (2) maximum seven (7) day periods in any month unless agreed to by the employee.
 - (c) On call remuneration shall be as follows:
 - (i) Weekday - Thirty dollars (\$30.00) per day
 - (ii) Weekends - Fifty dollars (\$50.00) per day
 - (iii) Named Holidays - Seventy dollars (\$70.00) per day,

or at the employee's prevailing rate as per Personnel Policy, whichever is greater.

13. It is agreed that a response by an employee who is on call shall be without other remuneration for the first two (2) hours resulting from each call, starting with the time of the call from the answering service or ratepayer. Thereafter the provisions of Clause 19.10 (b) shall apply.
 - (a) If more employees than the employee on call are required to respond to the call, then the provisions of Clause 19.10 (b) shall apply from the time that additional employees report to work.
 - (b) If the employee on call is requested by a Supervisor or Lead Hand to go to work, then the provisions of Clause 19.10 (b) shall apply.

SCHEDULE "C"

BENEFIT PACKAGE

The Employer shall provide a comprehensive benefit plan to the employees that forms Schedule "C" to this Collective Agreement, a copy of the current benefit booklet shall be given by the Employer to each employee.

VISION CARE – premium paid one hundred percent (100%) by Employer

Five hundred dollars (\$500.00) every two (2) years for prescription eyeglasses and frames, or, contact lenses or laser eye surgery for each dependent, as defined in the Brazeau County Personnel Policy.

One (1) eye examination every twenty-four (24) months.

Two hundred and fifty dollars (\$250.00) once every two (2) years for Prescription Safety Glasses upon submission of receipt.

HEALTH AND WELLNESS

In the interest of the employee productivity and reducing sick leave, a subsidy of a maximum of three hundred dollars (\$300.00) per year of the cost of an approved Employer exercise program will be provided. The Chief Administrative Officer or designate will approve each employee program on an individual basis.

EMPLOYEE BASIC LIFE INSURANCE – premium paid one hundred percent (100%) by Employer

Two hundred fifty percent (250%) of annual earnings to a maximum of two hundred fifty thousand dollars (\$250,000) reducing by fifty percent (50%) at age sixty-five (65).

DEPENDENT LIFE INSURANCE – premium paid one hundred percent (100%) by Employer

Spouse	Twenty thousand dollars (\$20,000) coverage
Dependent Child	Ten thousand dollars (\$10,000) coverage

OPTIONAL LIFE INSURANCE – premium paid one hundred percent (100%) by employee

Employee and Spouse	Increments of ten thousand dollars (\$10,000) to a max of five hundred thousand dollars (\$500,000) *subject to medical evidence insurability
---------------------	--

EMPLOYEE ACCIDENTAL DEATH, DISMEMBERMENT AND SPECIFIC LOSS - premium paid one hundred percent (100%) by Employer

An amount equal to the basic life insurance

LONG TERM DISABILITY INCOME BENEFITS - premium paid one hundred percent (100%) by Employer

Waiting period One hundred twenty-four (124) days
Amount Seventy percent (70%) of the first five thousand seven hundred fifteen dollars (\$5,715) of your monthly earnings plus fifty percent (50%) of the remainder to a maximum benefit of ten thousand dollars (\$10,000)

Any amount of LTD insurance over five thousand eight hundred dollars (\$5,800) is subject to approval of evidence of insurability

DENTAL CARE – Premium paid one hundred percent (100%) by the Employer

Reimbursement Level:

Basic Coverage	One hundred percent (100%)
Major Coverage	Fifty percent (50%)
Orthodontic Coverage	Fifty percent (50%)
Accidental Dental Injury Coverage	One hundred percent (100%)

Plan Maximums

Three thousand five hundred dollars (\$3,500.00) per calendar year combined for Basic and Major Coverage.

Three thousand five hundred dollars (\$3,500.00) per lifetime for Level V

EXTENDED HEALTH CARE – premium paid one hundred percent (100%) by the Employer

Reimbursement Level One hundred percent (100%)
Refer to current benefit booklet for detailed information on Basic Expense Maximums and Paramedical Expense Maximums.

Overall Healthcare Maximum Unlimited

SHEDULE "D"

Long Service Awards

In recognition of years of service with Brazeau County, the following presentation shall be made to each permanent employee for continuous employment:

Years of Service	Gift - 2014	Gift – effective January 1, 2015
After 5 years' service	A cash gift of one hundred dollars (\$100.00)	A cash gift of one hundred fifty dollars (\$150.00)
After 10 years' service	A cash gift of two hundred dollars (\$200.00)	A cash gift of three hundred dollars (\$300.00)
After 15 years' service	A cash gift of three hundred dollars (\$300.00)	A cash gift of four hundred fifty dollars (\$450.00)
After 20 years' service	A cash gift of four hundred dollars (\$400.00)	A cash gift of six hundred dollars (\$600.00)
After 25 years' service	An appropriate plaque (Max. \$300.00) and a cash gift of six hundred dollars (\$600.00)	An appropriate plaque (Max. \$300.00) and a cash gift of nine hundred dollars (\$900.00)
After 30 years' service	An appropriate plaque (Max. \$300.00) and a cash gift of eight hundred dollars (\$800.00)	An appropriate plaque (Max. \$300.00) and a cash gift of one thousand two hundred dollars (\$1,200.00)
After 35 years' service	An appropriate plaque (Max. \$300.00) and a cash gift of one thousand dollars (\$1,000.00)	An appropriate plaque (Max. \$300.00) and a cash gift of one thousand five hundred dollars (\$1,500.00)
After 40 years' service	An appropriate plaque (Max. \$300.00) and a cash gift of one thousand five hundred dollars (\$1,500.00)	An appropriate plaque (Max. \$300.00) and a cash gift of two thousand dollars (\$2,000.00)

The above awards shall be presented at a designated County function.

The presentation of twenty-five (25) year, thirty (30) year, thirty-five (35) year or forty (40) year-long service awards shall be done at a regular Council meeting with a suitable social function to follow.

Signed this 19th day of JANUARY, 2018

FOR BRAZEAU COUNTY

[Redacted Signature]

Brenda Christie, Director of Corporate Services

[Redacted Signature]

Bart Guyon, County Reeve

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

[Redacted Signature]

Chris Flett, Business Manager

[Redacted Signature]

Mike Bourgeois, President