

COLLECTIVE AGREEMENT

Between

SMOKY LAKE COUNTY



And

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



For the Period

January 1, 2019 to December 31, 2020

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COLLECTIVE AGREEMENT

Between:

SMOKY LAKE COUNTY

(hereinafter referred to as the Employer)

and

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

(hereinafter referred to as the Union)

WITNESSETH that the parties hereto agree as follows:

ARTICLE 1 - DEFINITIONS

- 1:01 Regular Full-time Employee** - A regular full-time employee is an employee who is employed to fill a regular full-time position established by the Employer and who has successfully completed the probationary period.
- 1:02 A Regular Seasonal Employee** - is an employee who is employed to fill a regular seasonal position established by the Employer and who has successfully completed the probationary period.
- 1:03 A Probationary Employee** - is a regular employee who during the initial period of employment, occupies an established position during their probationary period.
- 1:04 A Casual Employee** - is an employee who is employed as a holiday relief, sick relief, or is hired to work on an occasional or intermittent basis. Casual employees shall be subject to discharge on one (1) days' notice.

ARTICLE 2 - APPLICATIONS

- 2:01** Regular employees will be entitled to all provisions of the Collective Agreement, except that during the probationary period, the following will not apply:
- a) Seniority, Article 7 (except that the time spent during the probationary period shall be counted for seniority accrual

purposes, and upon successful completion of probation, will be applied).

- b) Reduction in Staff, Article 10.
- c) Sick Leave, Article 20 (except that the time spent during the probationary period shall be counted for sick leave accrual purposes upon successful completion of probation).
- d) Insurance Benefits, Article 25.

2:02 Casual employees will be entitled to only those provisions of this Collective Agreement listed below and any statutory entitlements that apply:

- a) Definitions, Article 1
- b) Applications, Article 2
- c) Scope, Article 3
- d) Management Rights, Article 4
- e) Union Recognition and Negotiation, Article 5
- f) Cessation of Duties, Article 6
- g) Promotions, Article 8
- h) Hours of Work, Article 11
- i) Overtime, Article 12
- j) Wages, Article 13
- k) Grievance/Arbitration Procedure to Step 3 only (no recourse in the case of termination of employment), Article 19
- l) Leave of Absence, (in accordance with Article 21)
- m) Government Regulations, Article 24
- n) Duration/Notice to Bargain, Article 29
- o) Appendix "A"

ARTICLE 3 - SCOPE

3:01 This Collective Agreement shall apply to employees of the County for whom the Union has exclusive right to bargain as set out in the Labour Relations Board Certificate No. 364-2002 or any amendment thereto.

3:02 The parties agree that no employee shall lose regular hours of work, be laid off, or be terminated as a result of contracting-out during the life of this Collective Agreement. Employees who are on seasonal layoff are not required to be recalled during the normal seasonal layoff period in the event of contractor usage during that time.

ARTICLE 4 - MANAGEMENT RIGHTS

4:01 The Employer retains all rights of Management limited only by the express terms of this Collective Agreement.

ARTICLE 5 - UNION RECOGNITION AND NEGOTIATION

5:01 The Employer 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.

5:02 During the term of this Collective Agreement, the Employer shall deduct from the salary of all employees, such deductions of regular monthly Union dues and shall remit same to the Union not later than the fifteenth (15th) calendar day in the following month.

5:03 In consideration of this deduction and forwarding carried out by the Employer, the Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of or resulting from the collection and forwarding of these dues.

5:04 The Employer 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 Employer when they are hired.

5:05 All correspondence between the parties, except as otherwise set out in this Collective Agreement, arising out of this Collective Agreement or incidental thereto, shall pass to and from the Chief Administrative Officer of the County and the Business Agent of the Union (with a copy to the Chief Steward).

ARTICLE 6 - CESSATION OF DUTIES

6:01 During the term of this Collective Agreement, neither the Union nor any of its officers or officials nor any employee shall take part in or call or encourage any strike, which includes any work-to-rule arrangement or any suspension of work against the Employer, which shall in any way affect the operations of the Employer, nor shall the Employer engage in any lockout.

6:02 It is agreed that if such action should be taken by any employee(s), the Union will instruct the said employee(s) to return to work and perform

their usual duties and to resort to the Grievance Procedure established herein for settlement of any complaint or grievance.

- 6:03** An employee who takes part in or counsels or procures any other employee to take part in any strike, slow-down, work-to-rule arrangement, or any other suspension of work against the Employer will be subject to discipline up to and including discharge.

ARTICLE 7 - SENIORITY

- 7:01** Seniority is defined as the length of continuous service from date of hire in regular positions coming within the scope of the bargaining unit. Seniority shall operate on a bargaining unit wide basis.
- 7:02** A list showing the seniority of employees within the jurisdiction of the bargaining unit shall be furnished annually by the Employer to the Union upon request but not more than once a year. Seniority list to be posted, once per year, at the worksite for all employees to see.
- 7:03** An employee shall not lose seniority rights if he/she is absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer.
- 7:04** An employee shall lose his/her seniority and be deemed terminated and shall not be entitled to any rights and privileges of this Collective Agreement when he/she:
- a) is discharged;
 - b) resigns in writing;
 - c) is laid off for a period in excess of one (1) year;
 - d) is absent without prior notification to and approval from the Employer subject to Clause 27:02.

ARTICLE 8 - PROMOTIONS

- 8:01** Vacant regular positions shall be posted for five (5) working days. A posting shall not be necessary when the senior employee is selected by the Employer to fill the vacant position. The Employer shall have the privilege of temporarily appointing a person to a vacant position while the position is being advertised.

In determining preference for vacant positions or transfers within the bargaining unit, the Employer will consider the skills, education, training

job knowledge, competence, efficiency, qualifications and the seniority of the applicants. If the aforementioned items are considered to be equal by the Employer, then seniority shall prevail. For the purposes of this Clause, casual employees shall be considered to have seniority over outside applicants only.

8:02 All job postings shall contain at least the following information;

Employment status of the position, job duties, nature of the position, qualifications, required knowledge and education, skills, shift and wage or salary rate.

8:03 A copy of all postings shall be sent to the Union Business Agent.

8:04 Trial Term - Regular employees awarded a job posting, transferred, or transferred by agreement of the Employer and the employee to a position outside the bargaining unit shall be on a trial period for twenty (20) working days. If the employee proves unsatisfactory or does not wish to remain in the position during the trial term, the Employer shall place the employee in the employee's former position.

ARTICLE 9 - PROBATIONARY PERIOD

9:01 All new regular employees shall be required to serve a probationary period for the first ninety (90) days worked or equivalent in hours. During this ninety (90) day work period, probationary employees shall not be considered as having regular status and shall not be entitled to seniority accruing to regular employees nor shall they have recourse to the Grievance Procedure in the event of termination.

9:02 Upon successful completion of his/her probationary period, a probationary employee's initial date of hiring will be established as his/her date of commencement and seniority shall be credited back to the commencement date.

ARTICLE 10 - REDUCTION IN STAFF

10:01 If it becomes necessary to reduce the number of employees in any classification, then such reduction in staff will be decided by the Employer.

The Employer will consider the skills, education, training, job knowledge, competence, efficiency and qualifications and seniority of the applicants.

If the aforementioned items are considered to be equal, then seniority shall prevail.

The Employer shall provide two (2) weeks prior notice of layoff.

10:02 Employees who have been laid off in accordance with Clause 10:01 shall be recalled if they meet the conditions of Clause 10:01 in the reverse order of layoff. An employee on layoff who has been served a written or verbal recall notice and who fails to return to work within five (5) days of the date stipulated for return shall be deemed to have terminated his/her employment. To have been considered as served, such notice must be to the employee in question if verbal, or to the last known mailing address by registered mail if written.

10:03 In an emergent situation the Employer may recall on an as available basis provided that the expected duration for the emergent work is of less than five (5) days.

ARTICLE 11 - HOURS OF WORK

11:01 This Article provides the basis for establishing work schedules and for the calculation and payment of overtime, but shall not be read or construed as a guarantee of hours of work per day or week or a guarantee of days of work per week.

11:02 For employees engaged in road construction, firefighting, road maintenance and removal of snow from roads or any of those undertakings, the regular hours of work shall be nine (9) hours per day or forty-four (44) hours per week (Monday through Thursday nine (9) hours and Friday eight (8) hours). Where such an employee has worked ten (10) hours in any one (1) day, he/she shall receive an additional one-half ($\frac{1}{2}$) hour pay in lieu of a paid meal break.

11:03 For employees engaged in work other than that described in Clause 11:02 above, the regular hours of work shall be eight (8) hours per day or forty (40) hours per week. Where such an employee has worked nine and one-half ($9\frac{1}{2}$) hours in any one (1) day, he/she shall receive an additional one-half ($\frac{1}{2}$) hour pay in lieu of a paid meal break.

11:04 An employee shall be permitted a rest period of fifteen (15) consecutive minutes in both the first half ($\frac{1}{2}$) and the second half ($\frac{1}{2}$) of a shift in such a manner that the continuity of work is not affected.

11:05 Any divisional grader operator while on standby referred to at the bottom of the wage schedule shall contact the Employer by 8:00 a.m. in each day to verify work is not available for that day.

11.06 On-call:

Employees who are required to be on-call shall be paid \$3.25 per hour for the hours they spend on-call. Normally, on-call times are weekends and recognized holidays, beginning at the end of the regular work day prior to the weekend or recognized holiday until the regular work time begins following a weekend or holiday.

An employee who is called in while on-call shall be paid in accordance with Clause 12.03.

ARTICLE 12 - OVERTIME

12:01 Where an employee is required to work in excess of his/her normal hours of work as set forth in Clauses 11:02 or 11:03, as the case may be, all such work shall be paid at the rate of one and one-half times (1½x) the employee's regular rate, in accordance with the *Employment Standards Code and Regulations*.

12:02 An employee required to report for work on his/her regular shift shall be paid his/her regular rate of pay for time worked, with a minimum of three (3) hours pay. It is understood that in the event work in the employee's regular classification is not available, the Employer may assign such work as may be available during this time period.

12:03 Call-in

An employee called out to work outside his/her regular shift shall be paid his/her regular rate of pay for time worked multiplied by the applicable overtime rate pursuant to Clauses 12:01 or 16:03, with a minimum of three (3) hours pay at the applicable rate. If the employee is not eligible for overtime by the application of these Clauses, then they shall be paid a minimum of three (3) hours pay at their regular rate of pay. It is understood that in the event work in the employee's regular classification is not available, the Employer may assign such work as may be available during this time period.

ARTICLE 13 - WAGES

13:01 The regular rates of pay are as set out in Appendix "A" of this Collective Agreement.

13:02 a) The Employer may hire new employees at any period of the salary schedule in each classification depending upon demonstrated skill and overall qualifications.

- b) Successful internal applicants to job postings may be placed at any period of the salary schedule in each classification that is higher than their previous rate, if the classification applied for has a higher pay range.
- c) In the event of layoff, an employee shall not be placed at a period of the salary schedule that is lower than the period in their previous classification.

13:03 An employee on his/her anniversary date may, depending upon satisfactory performance and Employer approval, receive a wage increment based upon the classification period other than Long Service Increment (LSI). Should the employee not be given an increment, the employee shall be notified in writing of the reasons therefore, and shall have the right to grieve the decision.

- 13:04**
- a) All wages earned in the previous pay period shall be paid on the last working day of the month.
 - b) The pay period shall end in the week prior to the payment of wages. Any wages owing shall be paid in the event of termination or layoff.
 - c) All employees will receive a mid-month advance of one thousand dollars (\$1000.00) subject to accumulated hours worked by the employee.

ARTICLE 14 - LONG SERVICE INCREMENT

14:01 An employee shall be eligible for the Long Service Increment (LSI) provided he/she:

- a) has been paid at the maximum salary of his/her classification during the immediately preceding period of two (2) years; and
- b) has completed seven (7) years of current continuous service; and
- c) is recommended for the increase by his/her Chief Administrative Officer, which shall not be unreasonably denied.

14:02 An employee who meets the provisions of Clause 14:01 shall be eligible for the LSI effective from the first (1st) day of the following month.

14:03 An employee who has qualified for LSI pursuant to Clause 14:01 in a classification during his/her current period of employment, shall not be required to re-qualify with respect to sub-Clause 14:01 (a), when placed

in another classification. The LSI period of the new classification shall in these circumstances be considered the maximum salary in his/her new pay range.

14:04 Retirement Allowance

Upon retirement, employees who have worked a minimum of two thousand and eighty (2,080) hours per year for twenty-five (25) continuous years or more for the Employer shall receive a Retirement Allowance of twelve (12) weeks of pay based on eight (8) hours per day for five (5) days per week at their regular rate of pay.

ARTICLE 15 - VACATIONS

15:01 Vacation pay entitlement shall be determined by calculating the number of accumulated hours worked within the bargaining unit since 1 December 1977.

15:02 During each calendar year regular seasonal employees shall receive vacation pay, paid monthly, in accordance with the following schedule:

Less than 2,000 hours as of 1 January 4% Vacation Pay
2,001 or more hours as of 1 January..... 6% Vacation Pay

In the event that an employee will attain two thousand and one (2,001) hours during a calendar year, then that employee shall be eligible for six percent (6%) vacation pay on any earnings in excess of five hundred (500) hours upon completion of both the five hundred (500) hours in the year and the two thousand and one (2,001) hours.

15:03 Employees who are separated from employment shall receive payment for the vacation to which they are entitled in accordance with the terms of this Collective Agreement.

15:04 A regular full-time employee shall earn an entitlement to a vacation with pay at one and one-half (1½) days per month for vacation entitlement after one (1) year and up to seven (7) consecutive years of employment, to a total of eighteen (18) vacation days. In the eighth (8th) consecutive year and up to fifteen (15) consecutive years of employment, employees shall earn twenty (20) days' vacation per year. In the sixteenth (16th) consecutive year and up to twenty (20) consecutive years of employment, employees shall earn twenty-five (25) days' vacation per year. In the twenty-first (21st) consecutive year and every year thereafter, employees shall earn thirty (30) days' vacation per year. Vacation earned in one (1) vacation year shall be taken in the next

succeeding vacation year. An employee covered by this Clause 15:04 shall not receive in addition the benefits provided under Clause 15:02.

"Vacation year" as used in this Clause shall mean the period commencing July 1st in each calendar year and concluding June 30th in the next succeeding calendar year.

15:05 Should the vacation earned not be taken by June 30th of the next succeeding year, the Employer will pay out the balance of vacation entitlement on June 30th of that year.

ARTICLE 16 - PAID HOLIDAYS

16:01 The Employer recognizes the following as paid Holidays:

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

And any other General Holiday proclaimed by the Employer.

In the event that the Provincial Government removes Family Day as a Statutory Holiday, it will no longer be observed as a paid Holiday.

16:02 An employee shall receive holiday pay, for those days specified in Clause 16:01, in an amount equal to the employee's current rate of pay multiplied by eight (8) hours.

16:03 If an employee is required to work on a paid Holiday occurring during his/her regular work week, he/she shall receive overtime pay at the rate of two times (2x) the employee's regular rate of pay. This provision is for the actual Holiday and not the day designated in lieu of the actual Holiday.

16:04 To be eligible for the above mentioned paid Holidays, an employee must have worked his/her last regular working day preceding the paid Holiday and his/her first regular working day following the paid Holiday unless the employee is on approved leave of absence or vacation.

ARTICLE 17 - PERFORMANCE APPRAISALS

- 17:01** The parties in this Collective Agreement recognize the value of employee evaluations to provide effective communications between the employee and the Employer and to achieve sound developmental goals.
- 17:02** An employee being evaluated shall sign such performance appraisal for the sole purpose of indicating that he/she is aware of the performance appraisal and shall have the right to add comments to the attached thereto within ten (10) days of receipt of such performance appraisal.
- 17:03** A copy of the performance appraisal shall be supplied to the employee at the beginning of the interview.
- 17:04** Each employee shall receive a performance appraisal prior to the completion of the probationary period.
- 17:05** An employee's evaluation shall be considered confidential and shall not be released by the Employer to any person, except a Board of Arbitration, the Employer's counsel, or as required by law, without the written consent of the employee.
- 17:06** Employees or the Business Agent shall have the right to view the employee's personnel file upon request or when the employee has filed a grievance and obtain a copy thereof.
- 17:07** No documents relating to an employee's performance shall be placed on the personnel file without the employee's knowledge.
- 17:08** An employee who considers that the duties and responsibilities of their position have significantly changed or that they are improperly classified, may apply to the superintendent to have their position/or classification reviewed. Such requests shall be made in writing with copies sent to the Union and the Chief Administrative Officer. This provision shall not be subject to the grievance procedure.

ARTICLE 18 - DISCIPLINE AND DISMISSAL

- 18:01** a) Unsatisfactory conduct and/or performance by an employee may be grounds for discipline up to and including immediate dismissal for just cause. Where circumstances permit, a discussion shall be held with the employee and a representative of the Union (where requested by the employee) prior to any disciplinary action being taken against that employee.

- b) Unsatisfactory conduct by an employee which is not considered by the Employer to be serious enough to warrant a written warning, suspension or dismissal may result in a written note of a counseling session to the employee with a copy to the Business Representative of the Union within five (5) working days of the disciplinary action. The written note shall indicate that it is disciplinary action and be entered in the employee's personnel file.
- c) Unsatisfactory performance by an employee which is considered by the Employer to be serious enough to be entered on the employee's record, but not serious enough to warrant suspension or dismissal, may result in a written warning to the employee and a copy to the Business Representative of the Union within five (5) working days of the disciplinary action. The written warning shall indicate that it is disciplinary action. It shall state a definite period in which improvement or correction is expected and, at the conclusion of such time, the employee's performance shall be reviewed with respect to the discipline. The employee shall be informed in writing of the results of the review. The assignment of an improvement or correction period shall not act to restrict the Employer's right to take further action during said period should the employee's performance so warrant.
- d) The procedure stated above does not prevent immediate suspension or dismissal for just cause.
- e) An employee who has been suspended or dismissed shall receive from the Employer, in writing, the reason(s) for suspension or dismissal, and a copy of the letter shall be sent to the Business Representative of the Union within four (4) working days.
- f) Any written documents pertaining to disciplinary action or dismissal shall be removed from the employee's file when:
 - i) such disciplinary action or dismissal has been grieved and determined to be unjustified;
 - ii) two (2) years has elapsed from the occurrence resulting in discipline. Unless an instance of a similar nature has occurred since the discipline, in which case the record will be removed after three (3) years from the original occurrence.
- g) An employee who is dismissed shall receive termination entitlements at the time of dismissal.

- h) For the purpose of this Article, a working day shall mean consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays as specified in Clause 16:01.
- i) When circumstances permit, the Employer shall provide at least twenty-four (24) hours advance notice to an employee required to meet with the Employer for the purposes of issuing discipline. The employee may be accompanied by a representative of the Union at such meeting.
- j) The Employer shall communicate to the Union information relevant to any disciplinary proceedings.
- k) The abandonment of position may result in dismissal. The effective date of dismissal shall be the date upon which the employee failed to attend at work.

ARTICLE 19 - GRIEVANCE / ARBITRATION PROCEDURE

- 19:01** The parties to this Collective Agreement are agreed that it is of the utmost importance to adjust grievances and complaints as quickly as possible. Where a supervisor intends to interview an employee for disciplinary purpose, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact his/her Job Steward to be present at the interview.
- 19:02** A grievance under this Collective Agreement shall be defined as any difference or dispute between the Employer and any non-probationary employee of the Employer, or between the Employer and the Union relating to the interpretation, application or administration of this Collective Agreement, or an allegation that this Collective Agreement has been violated.
- 19:03** The time limits set out for the processing of grievances shall be adhered to except in the case of mutual agreement in writing to alter the time limits. In the event the party filing the grievance does not process it from one (1) step to the next within the time limits stated, the grievance will be considered abandoned.
- 19:04** Complaint Stage: It is the mutual desire of the parties that complaints of employees shall be adjusted as quickly as possible. It is understood that an employee has no grievance until he/she has first given his/her immediate supervisor an opportunity to adjust his/her complaint. If an employee has a complaint, he/she shall discuss it with his/her immediate supervisor within ten (10) working days after the circumstances giving

rise to the complaint has originated. Failing settlement by the immediate supervisor within four (4) working days, the complaint may then be taken up as a grievance within four (4) working days following advisement of the immediate supervisor's decision in the following manner and sequence.

19:05 Step 1 - The employee with the assistance of an employee representative, if desired, may submit a written grievance signed by him/her to his/her immediate supervisor. The nature of the grievance, the remedy sought and the Articles of the Collective Agreement which are alleged to have been violated shall be set out in the grievance. Following a meeting to discuss the grievance the immediate supervisor will deliver his/her decision in writing within five (5) working days following the day on which the grievance was presented to him/her. Failing settlement, then:

19:06 Step 2 - Within five (5) working days following the decision under Step 1, the employee and/or the representative may submit the written grievance to the Chief Administrative Officer. The Chief Administrative Officer will deliver his/her decision in writing within five (5) working days from the date on which the written grievance was presented to him/her. The parties shall, at the request of either party, meet to discuss the grievance at a time and place suitable to both parties. Failing settlement then:

19:07 Step 3 - Within ten (10) working days following the decision under Step 2 written application shall be made to the County Council stating the grievance concerned and a hearing shall be granted by the County Council at either:

- 1) the next regular meeting of the County Council following the application; or
- 2) a special meeting of the County Council held within two (2) weeks of the application.

Failing settlement, then:

19:08 Step 4 - Within ten (10) working days following the decision under Step 3, either party may notify the other in writing of its desire to submit the grievance to Arbitration, provided the grievance has been properly processed according to the provision required by the Grievance Procedure. Such written notice shall specify the nature of the grievance, the Article or Articles of this Collective Agreement upon which the grievance is based, the redress sought and the name and address of the party's appointee to the Arbitration Board.

- 19:09** The recipient of the written notice specified in Step 4 of the Grievance Procedure shall within fifteen (15) working days following receipt of said notice, inform the other party of the name and address of its appointee to the Arbitration Board. The two (2) appointees so selected shall within ten (10) working days of the appointment of the second of them appoint a third person as Chairman.
- 19:10** The Arbitration Board shall have no power to add to, subtract from, or modify any of the terms of this Collective Agreement, or any other terms made supplemental hereto, or to arbitrate any matter not specifically provided for by this Collective Agreement, or to enter any new provisions into this Collective Agreement.

ARTICLE 20 - SICK LEAVE

- 20:01** An employee shall accrue sick leave credits at the rate of two (2) days for every one hundred and ninety-one (191) hours worked. The unused portion of an employee's sick leave shall accumulate to a maximum of seventy-five (75) days entitlement.
- 20:02** When an employee is unable to perform his/her duties, as a result of illness, he/she shall be paid an amount equal to the hourly rate of pay he/she was earning immediately prior to the illness multiplied by eight (8) hours, up to his/her accumulated days of sick leave entitlement.
- 20:03** An employee may be required to deliver to the Employer a doctor's certificate proving disability in order to be eligible for payment under the provision of Clause 20:02. 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 Employer. Employees may use sick days to care for their children and/or spouse. An employee shall be entitled for up to five (5) days leave with pay to attend to a critical illness of spouse, child, or parent. A medical certificate from the employee's doctor may be required at the management's discretion after three (3) sick days have been taken.
- 20:04** Upon request, the Employer shall advise each employee of the amount of sick leave entitlement to his/her credit.
- 20:05** If an employee covered by this Collective Agreement is prevented from performing his/her regular duties on account of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the *Workers' Compensation Act*, then such employee shall receive such allowance as provided by the

Workers' Compensation Board, but shall not be eligible for these sick leave benefits provided by this Collective Agreement.

20:06 Proven abuse of sick leave shall be grounds for discharge.

20:07 All employees who are ill for a period in excess of seven (7) calendar days, or who are injured, shall apply for Weekly Indemnity from the Operating Engineers Health and Wellness Trust Fund. The employees shall be paid by the Employer any sick leave to which they are entitled at their normal pay rate.

Employees who have accrued sick leave shall be required to sign an authorization form allowing the Operating Engineers Health and Wellness Trust Fund to reimburse the Employer at the Weekly Indemnity Rate to the maximum of the number of accrued sick leave days used for each period of eligibility.

ARTICLE 21 - LEAVE OF ABSENCE

21:01 The Employer may grant an employee leave of absence. Such leave of absence may be with or without pay.

21:02 Court Appearance

The Employer shall grant a leave of absence without loss of seniority to an employee who serves as a juror or as a witness arising from their employment in any court. The Employer shall pay such employee the difference between the employee's normal earnings and the payment received for services as a juror or court witness arising from their employment, excluding payment for traveling, meals or other expenses. The employee will present proof of service and the amount of pay received.

ARTICLE 22 - BEREAVEMENT LEAVE

22:01 An employee may be granted a maximum of four (4) days paid leave of absence for the purpose of attending the funeral of a parent, spouse, common law spouse, brother, sister, brother-in-law, sister-in-law, child, mother or father-in-law, grandparent, grandparent-in-law or grandchild. Such leave shall be confined to the period between and including the date of death and date of internment.

An employee may be granted one (1) day of leave without loss of wages in the case of death of an uncle, aunt, niece or nephew.

22:02 When a burial occurs in a location requiring extensive travel, such leave of absence with pay may be extended up to two (2) days for travel time if approved by the Employer.

ARTICLE 23 - ALLOWANCES

23:01 The Employer will replace, for employees required to provide their own hand tools, such tools as are lost, worn-out, or are broken in the course of their duties for the Employer, provided such tools are not otherwise guaranteed or warranted against breakage. A tool allowance of five hundred dollars (\$500.00) per year will be paid to each approved employee who has provided his/her own hand tools.

23:02 All employees shall be provided with a boot and clothing allowance of two hundred dollars (\$200.00) per calendar year. Payment shall be made upon production of receipts.

23:03 Any costs associated with maintaining a Class 1 Drivers License shall be paid by the County to a maximum of one hundred dollars (\$100.00) per year. Payment shall be made upon production of receipts.

23:04 A premium of two dollars (\$2.00) per hour shall be paid to grader operators for all hours worked on any Saturday or Sunday as directed by the supervisor.

ARTICLE 24 - GOVERNMENT REGULATIONS

24:01 In the event that any provisions of this Collective Agreement shall conflict with any present or future Federal or Provincial Law, the provisions of such law shall prevail without affecting the other provisions of this Collective Agreement.

ARTICLE 25 - INSURANCE BENEFITS

25:01 Operating Engineers Local 955 Health & Wellness Trust Fund

Effective January 1, 2019 for all regular employees, the Employer agrees to pay one dollar and seventy-five cents (\$1.75) per hour for each hour worked by each employee into the Operating Engineers Local 955 Health and Wellness Trust Fund and agrees to be bound by the current Trust Deed presently in effect or as it may be amended.

Upon completion of the probationary period, the Employer will pay contributions for probationary employees, back to the original date of hire.

The Employer shall, not later than the fifteenth (15th) day of each month, mail Health and Wellness Trust Fund contributions for the previous month to the office of the Fund. Cheques are to be made payable to "The Operating Engineers, Local 955 Health and Wellness Trust Fund".

Notwithstanding any provision of this Collective Agreement or any other document, including any document respecting the establishment or administration of the Health and Wellness Trust Fund, the Employer's liability to the said Fund shall be limited to remittance of the contributions in the manner and the time set out herein.

The Employer shall remit an equal number of hours to the monthly bank deduction of the Operating Engineers Local 955 Health and Wellness Trust Fund for employees who are absent due to illness if the number of worked hours is less than the monthly hour bank deduction. This shall be on a pro-rated basis for employees who are laid off for a portion of the month.

Long Term Disability coverage is in effect for seasonal and full-time employees.

25:02 The Employer agrees to pay eighty percent (80%) of the monthly premium costs of the Alberta Health Care Plan for each employee wishing to participate. It is understood that seasonal employees will be responsible for the total premium cost for the months that they are laid off.

25:03 During periods of lay off it will be the employees responsibility to pay one hundred percent (100%) of the insurance premiums, subject to plan provisions.

ARTICLE 26 - PENSION PLAN

26:01 Operating Engineers Local 955 Pension Trust Fund

Effective January 1, 2008 the Employer shall pay seven percent (7%) of the gross earnings and effective January 1, 2018 the Employer shall pay eight percent (8%) of the gross earnings for each Regular Full-time and each Regular Seasonal employee. This would include hours on stand-by for divisional Grader Operators.

Upon completion of the probationary period, the Employer will pay contributions for probationary employees, back to the original date of hire.

Operating Engineers Local 955 Trust Funds

The Operating Engineers Health & Wellness & Pension Trust Funds is controlled by a Board of Trustees.

The Employer agrees to be bound by the terms of the Trust Agreement.

The Employer is required to report on the forms provided by the Trust Fund Office.

Contributions must be forwarded by the Employer to the Trust Fund Office by the fifteenth (15th) day of the month following that which contributions cover.

In the event an Employer fails to remit contributions to this Plan, in conformity with this section of the Collective Agreement, the Union is free to take any economic action it deems necessary against such Employer, and such action shall not be considered a violation of this Collective Agreement.

The Business Representative of Local 955 may inspect during business hours the Employer's record of time worked by employees and contributions made to the Trust Funds.

The Operating Engineers Local 955 Trust Funds Auditor shall be permitted to inspect and audit the Employer's record of time worked by employees and contributions made to the Trust Funds and shall be allowed the time necessary to complete the audit. The Auditor shall notify the Employer of his intentions to audit and make the necessary arrangements for the time and place.

Payments to Operating Engineers Local 955 Trust Funds shall be payable by cheque; delivered or mailed to their office at 17603 - 114 Avenue, Edmonton, Alberta T5S 2R9.

ARTICLE 27 - REPORTING FOR DUTY

- 27:01** An employee must notify the Employer of any absenteeism one (1) hour prior to commencement of duties. Should the employee fail to do so, the employee will not be entitled to any paid remuneration or benefits, unless there are extenuating circumstances that are acceptable to the Employer.
- 27:02** Should the employee not report for duty for three (3) consecutive days and has not notified the Employer of the intended absence, with reasons acceptable to the Employer, the Employer will consider the position abandoned and the employee will be terminated.

ARTICLE 28 - GENERAL PROVISIONS

28:01 Any new employee employed after the date of signing of this Collective Agreement by the Employer must be bondable.

ARTICLE 29 - DURATION / NOTICE TO BARGAIN

29:01 This Collective Agreement shall be in full force and effect from January 1, 2019 to December 31, 2020 and from year to year thereafter except as hereinafter provided.

29:02 Either party may give to the other not less than sixty (60) days nor more than one hundred and twenty (120) days prior to the termination of the Collective Agreement a notice in writing of its intention to commence collective bargaining.

CLASSIFICATIONS:

Equipment Operator I - steam truck, self-propelled packer, 3 ton truck or smaller forklift.

Equipment Operator II - mixers, rotovators, mowers, (drawn equipment).

Equipment Operator III - backhoe, maintenance grader, hydro axe, body job trucks without air.

Equipment Operator IV - construction graders, earthmoving buggy, cats, track hoe, tractor-trailer with air, snowplow/sand truck with air, Waste Management Truck Operator.

The Employer may designate additional equipment or revisions to equipment in each classification as required.

APPENDIX 1 --- HOURLY SALARY SCHEDULE

Position	Effective Date	Period 1	Period 2	Period 3	Period 4	Period 5	Period 6	Period 7	LSI
Labourer/Scale Operator	Jan 1/19 to Dec 31/19	22.26	22.70	23.13	23.58	24.04	24.51	24.59	25.73
	Jan 1/20 to Dec 31/20	22.76	23.20	23.63	24.08	24.54	25.01	25.09	26.23
Parts Person	Jan 1/19 to Dec 31/19	25.97	26.46	27.00	27.51	28.09	28.65	28.75	30.12
	Jan 1/20 to Dec 31/20	26.47	26.96	27.50	28.01	28.59	29.15	29.25	30.62
Shop Clerk	Jan 1/19 to Dec 31/19	25.97	26.46	27.00	27.51	28.08	28.65	28.75	30.11
	Jan 1/20 to Dec 31/20	26.47	26.96	27.50	28.01	28.58	29.15	29.25	30.61
Equipment Operator I	Jan 1/19 to Dec 31/19	25.12	25.59	26.11	26.64	27.14	27.67	27.81	29.13
	Jan 1/20 to Dec 31/20	25.62	26.09	26.61	27.14	27.64	28.17	28.31	29.63
Equipment Operator II	Jan 1/19 to Dec 31/19	26.46	27.00	27.54	28.09	28.63	29.21	29.31	30.70
	Jan 1/20 to Dec 31/20	26.96	27.50	28.04	28.59	29.13	29.71	29.81	31.20
Equipment Operator III	Jan 1/19 to Dec 31/19	26.70	27.35	27.98	28.65	29.34	30.08	30.28	31.72
	Jan 1/20 to Dec 31/20	27.20	27.85	28.48	29.15	29.84	30.58	30.78	32.22
Equipment Operator IV Waste Management Operator	Jan 1/19 to Dec 31/19	27.62	28.51	29.45	30.35	31.36	32.40	32.94	34.51
	Jan 1/20 to Dec 31/20	28.12	29.01	29.95	30.85	31.86	32.90	33.44	35.01
Heavy Duty Mechanic	Jan 1/19 to Dec 31/19	31.12	32.10	33.16	34.25	35.36	36.53	37.11	38.86
	Jan 1/20 to Dec 31/20	31.77	32.75	33.81	34.90	36.01	37.18	37.76	39.51
Welder	Jan 1/19 to Dec 31/19	31.12	32.10	33.16	34.25	35.36	36.53	37.11	38.86
	Jan 1/20 to Dec 31/20	31.77	32.75	33.81	34.90	36.01	37.18	37.76	39.51

Designated, year-round employees shall be paid a guaranteed minimum monthly allowance of one hundred and twenty (120) hours per month times their normal pay rate. The work week will be defined as the calendar week (Saturday end/Sunday Start). They may be required to work the hours specified in Clause 11:02 without additional remuneration to an equal value to the guaranteed amount to handle snow removal and other assigned duties (eg. brushing, meter reading, etc.).

This contract contains the entire Collective Agreement between the parties and supersedes and replaces all previous Collective Agreements and practices, both written and oral.

Signed this 8th day of March, 2019 in the Province of Alberta.

**ON BEHALF OF THE EMPLOYER
SMOKY LAKE COUNTY**

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



Cory Ollikka
Chief Administrative Officer



Chris Flett
Business Manager


Craig Lukinuk
Reeve



Mike Bourgeois
President

LETTER OF UNDERSTANDING

Between

SMOKY LAKE COUNTY

And

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

Re: Finishing Operator Premium / Lead Hand Premium

The County shall pay a Finishing Operator's Premium as follows:

The premium shall be paid to employees designated to supervise construction projects. These employees will be designated as a Finishing Operator by the Public Works Manager and the hours designated for the employee to serve in this role shall be authorized by the Public Works Manager on a case-by-case basis.

The Finishing Operator premium shall be one dollar (\$1.00) per hour for all hours earned while so designated.

The County maintains the exclusive authority to designate Finishing Operators with the acceptance of the employee at its sole discretion.


Signed this 8th day of March, 2019 in the Province of Alberta.


**ON BEHALF OF THE EMPLOYER
SMOKY LAKE COUNTY**

**ON BEHALF OF THE UNION
INTERNATIONAL UNION OF
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