

**COLLECTIVE AGREEMENT**

**Between**



**THORHILD COUNTY**

**And**

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



**For the Period  
January 1, 2017 to December 31, 2017**

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**COLLECTIVE AGREEMENT**

**Between:**

**THORHILD COUNTY**

**(hereinafter referred to as the Employer)**

**and**

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

**(hereinafter referred to as the Union)**

**Preamble:**

Whereas Thorhild County is an Employer within the meaning of the *Alberta Labour Relations Code* and whereas the International Union of Operating Engineers, Local 955 is a Union within the meaning of the *Alberta Labour Relations Code*;

Whereas the purpose of this Collective Agreement is to maintain and improve harmonious relations between the Employer, the Union, and employees and to provide an amicable method of resolving differences which may arise;

Whereas the further purpose of this Collective Agreement is to promote the mutual interests of the Employer, employees and the public while maintaining and enhancing operational efficiency;

Whereas this Collective Agreement sets out certain benefits, wages, and working conditions applicable to employees covered by it;

Whereas it is the intent of the parties to ensure the best possible provision of services to the public, protect the interests of the employees, ratepayers and the Employer, and maintain efficiency in operations of the Employer;

**NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**

**ARTICLE 1 - DEFINITIONS**

1:01 Full-Time Employee - means an employee who is in a position and who works the regular weekly hours set out in this Collective Agreement and who has completed the probationary period.

- 1:02 Part-Time Employee - means an employee who is in a position who regularly works less than the regular weekly hours of Full-Time Employees and who has completed the probationary period.
- 1:03 Temporary Employee - means an employee who is in a position and performs duties for a specific period of time, or who is in a project position, or is in seasonal employment or who fills in for an employee who is on disability, maternity leave, parental leave, adoption leave, Workers' Compensation or a leave of absence.
- 1:04 Casual Employee - means an employee who is hired on an as needed basis.
- 1:05 Employee - shall mean a person covered by this Collective Agreement and assigned to a position coming within the scope of this Collective Agreement.
- 1:06 Interpretations: In this Collective Agreement, unless otherwise required by the context, all words in the singular shall include the plural and all words in the plural shall include the singular; words of a masculine gender shall include the feminine.
- 1:07 "Regular Rate" or "Regular Pay" means the straight time rate of pay or the normal rate of pay without anything added to it.
- 1:08 "Shall" means the same as must or will and is mandatory.
- 1:09 "Trial term" means a period of time for an employee who has been promoted or transferred to a different position, which is within the scope of this Collective Agreement, to demonstrate competency, knowledge, efficiency and ability to do the job.

## **ARTICLE 2 - SCOPE**

- 2:01 All employees not covered by the Labour Board's Certificate No. 148-2011 and personnel who are excluded according to the provisions of the *Alberta Labour Relations Code*, shall be excluded from the scope of this Collective Agreement. In addition, the following employees are excluded from the scope of this Collective Agreement.
- A. Fire Chief, Deputy Fire Chief and Firefighters;
  - B. Ski Hill Manager/Assistant Ski Hill Manager;
  - C. Bylaw/Community Peace Officer;

- D. Agricultural Fieldman;
- E. Transportation/Safety Officer;
- F. Road Foremen.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3:01 The Employer retains all rights not otherwise specifically abridged, modified or restricted in the Collective Agreement. Without limiting the generality of the foregoing, the Union acknowledges that it shall be the exclusive right of the Employer to operate and manage its business as long as that right is not specifically abridged, modified or restricted in this Collective Agreement. Subject to the terms of this Collective Agreement, employees recognize they are required to follow the lawful instructions of the Employer. The Union acknowledges the right of the Employer to:
- a. Hire, select, demote, promote, transfer, classify, layoff and terminate the employment of employees;
  - b. Discipline and discharge employees for just cause;
  - c. Make, implement, and enforce rules and policies;
  - d. Determine the nature and type of services to be provided by the Employer;
  - e. Maintain order, discipline and efficiency;
  - f. Determine the number of employees to be employed by the Employer;
  - g. Designate the time or times when work is to be done and where;
  - h. Set the qualifications of employees for duties or to perform work;
  - i. Determine the methods and techniques for work and operations.
- 3:02 The Union recognizes the retention by the Employer of those residual rights of Management which are not specifically limited by the express terms of this Collective Agreement.

## ARTICLE 4 - UNION RECOGNITION AND NEGOTIATION

- 4:01 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.
- 4:02 Any employee who, as of the effective date of this Collective Agreement, is a member of the Union in good standing or who becomes a member during the life of this Collective Agreement shall, as a condition of employment, continue such membership.
- Any new employee hired under the terms of this Collective Agreement shall, as a condition of employment, make application for membership in the Union upon commencement of employment.
- 4:03 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 (15<sup>th</sup>) calendar day in the following month.
- 4:04 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.
- 4:05 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. The Employer and the Union shall share equally the cost of reproducing this Collective Agreement.
- 4:06 The Employer agrees that it will not discriminate against an employee because of membership or activity in the Union or the exercise of his lawful Union rights.
- 4:07 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 Employer and the Business Agent of the Union (with a copy to the Steward).
- 4:08 The Employer agrees that a duly accredited officer of the Union, or Business Agent, shall be admitted to the Employer's premises provided

permission is obtained from the Employer. Such permission will not be unreasonably withheld.

- 4:09 Prior to a lawful strike occurring, employees will return all Employer property and equipment to the Public Works Yard of the Employer or such other location as directed by the Employer. If such property or equipment is not so returned, the Employer has the right to attend and remove it from the property of the employee, with or without the employee being present in accordance with the law, and the Union shall support such action of the Employer.

#### **ARTICLE 5 - SENIORITY**

- 5:01 Seniority for Full-Time and Part-Time Employees shall be defined as the length of service with the Employer from the employee's original date of hire. Upon completion of the probationary period, seniority shall be retroactive to the original date of hire. Original date of hire means the most recent date the Full-Time and Part-Time Employee has been continuously employed with the Employer.

- 5:02 Temporary and Casual Employees do not have seniority.

- 5:03 A list showing the seniority of employees within the jurisdiction of the bargaining unit shall be furnished annually by the Employer to the Union upon request, but not more than once a year. The seniority list is to be posted once per year, at the worksite, for all employees to see.

- 5:04 A Full-Time and Part-Time Employee shall not lose seniority rights if he/she is absent from work because of sickness, an accident or when on a leave of absence approved by the Employer.

- 5:05 Laid-off Full-Time and Part-Time Employees are shown on the seniority list until their recall period expires. If a Full-Time and Part-Time Employee returns to work after being recalled from a lay-off, seniority is the same as it was when the layoff occurred.

- 5:06 An employee shall lose his/her seniority and be deemed to be terminated and shall not be entitled to any rights and privileges in this Collective Agreement when:

- a. The employee is discharged;
- b. The employee resigns and it is confirmed in writing;
- c. The employee is laid-off for more than twelve (12) months;

- d. The employee is absent from work for three (3) consecutive days as per Clause 28:02;
- e. The employee fails to return to work within ten (10) working days after being notified of recall in writing by the Employer at the last recorded address by registered mail to do so. It shall be the responsibility of the employee to keep the Employer informed of his or her address. Service of the notice of recall is deemed to be effected on the employee seven (7) days after the Employer mails the registered letter to the employee.

## **ARTICLE 6 - VACANCIES AND POSTING**

- 6:01 The Employer shall post notices of vacancies for regular bargaining unit positions for five (5) working days. The posting will have the position, qualifications, responsibilities, education, current wage rate and hours of work. Applications from employees shall be in writing. A posting shall not be necessary when the senior employee is selected by the Employer for the position. The Employer shall have the privilege of temporarily appointing a person to a vacant position.
- 6:02 When filling vacancies for regular posted positions, the determining factors shall be abilities, competency, education, efficiency, job knowledge, qualifications, skill, and relevant training and where those factors are equal, seniority shall be the deciding factor. For the purposes of this Clause, Casual Employees who have completed the probationary period, and meet the foregoing requirements for a posted vacancy, shall be considered over external applicants.
- 6:03 A copy of all postings shall be sent to the Union Business Agent.
- 6:04 Subject to the Employer following the procedures in this Article, the Union agrees that it is the exclusive right of the Employer to determine which person is to be hired, transferred or promoted to fill a vacancy.
- 6:05 Full-Time or Part-Time Employees who are promoted or transferred to a different position within the bargaining unit shall serve a trial term of ninety (90) days. The trial term may be extended by the Employer for a further ninety (90) days where it is warranted. If the trial term is extended, the Employer is to provide the Full-Time or Part-Time Employee and the Union with the reason(s). An employee who is not satisfactory in the trial period shall be returned to his or her prior position without loss of seniority. During the trial period, an employee who has a valid reason for reverting to his or her prior position may do so after notifying the Employer, without loss of seniority. The wage rate for the position occupied applies.

## **ARTICLE 7 - PROBATIONARY PERIOD**

- 7:01 All employees shall serve a probationary period for ninety (90) days worked. The termination of an employee during the probationary period is not subject to arbitration. The Employer may extend the probationary period by another ninety (90) days worked subject to meeting with the employee and advising the employee in writing of the areas where improvement is required.
- 7:02 Probationary employees must complete the probationary period before they are eligible for other jobs. The probationary period is extended by the number of days the employee is absent from work during it. Probationary employees cannot apply for posted vacancies.
- 7:03 Upon successful completion of the probationary period of a regular Full-Time Employee or a regular Part-Time Employee, such employee's seniority date is the initial date of hire.

## **ARTICLE 8 - LAYOFF & RECALL**

- 8:01 If it becomes necessary to reduce the number of Full-Time or Part-Time Employees, such reduction in staff shall be decided by the Employer.
- 8:02 When laying-off Full-Time or Part-Time Employees, the Employer shall consider abilities, competency, education, efficiency, job knowledge, qualifications, skills and relevant training, and where those factors are equal, seniority shall be the deciding factor.
- 8:03 The Employer shall provide Full-Time and Part-Time Employees being laid-off with two (2) weeks prior notice of layoff, pay in lieu thereof or a combination of both.
- 8:04 Full-Time and Part-Time Employees who have been laid-off are entitled to recall for twelve (12) months from the date of layoff. When recalling Full-Time and Part-Time Employees, the Employer shall consider abilities, competency, education, efficiency, job knowledge, qualifications, skills and relevant training, and where those factors are equal, seniority shall be the deciding factor.
- 8:05 A Full-Time or Part-Time Employee who is on layoff and has been given written recall notice by registered mail at the last recorded address on the Employer's records, and who fails to return to work within ten (10) working days from the time such notice was issued, shall be deemed to have terminated his/her employment.

8:06 When urgent work is necessary, the Employer may recall Full-Time and Part-Time Employees on an as available basis provided that the duration of the work is no longer than ten (10) working days. The Employer shall act reasonably in applying this Clause.

#### **ARTICLE 9 - POSITION ABOLISHMENT**

9:01 If a Full-time or Part-time Employee's position is abolished, two (2) weeks' notice of termination of employment for each completed year of service to a maximum of forty-three (43) weeks or payment of regular salary in lieu thereof, or a combination of both, will be given to the employee by the Employer.

9:02 The Employer shall make an effort to place the employee into another available position covered by this Collective Agreement before abolishing a position. The employee must be capable and competent to perform the duties of such an available position.

#### **ARTICLE 10 - HOURS OF WORK**

10:01 Hours of work are as assigned by the Employer in accordance with operational requirements and the needs of the Employer. Start times and end times of shifts are as determined by the Employer.

10:02 The hours of work specified in this Collective Agreement shall not be construed as a guarantee of hours of work per day or per week, or days of work per week or per month.

10:03 For employees who are assigned an eight (8) hour day, the regular hours of work are eight (8) hours per day, five (5) days per week and forty (40) hours per week.

10:04 Employees who are assigned other than an eight (8) hour day and who work in road construction, road maintenance or the removal of snow, the regular hours of work shall be up to ten (10) hours per day and forty-four (44) hours per week. Based on operational requirements, consultation with the Union and upon sixty (60) days of written notice to employees, the Employer reserves the right to change the regular hours of work for the foregoing employees to ten (10) regular hours per day and one-hundred-ninety-one (191) regular hours per month.

10:05 The regular hours of work for Part-Time Employees will be less than the regular hours of work for Full-Time Employees.

- 10:06 Employees who work a shift of eight (8) hours or more will receive two (2) fifteen (15) minute paid rest periods, one (1) before the meal break and one (1) after the meal break.
- 10:07 For other than Full-Time Employees who work a shift of more than two (2) hours but less than five (5) hours will be granted one (1) fifteen (15) minute paid rest period at approximately the mid-point of the shift.
- 10:08 Employees who work a shift of eight (8) hours or more will be granted an unpaid meal period of one-half (½) hour at approximately the mid-point of the shift.
- 10:09 By agreement with the Union, the Employer may implement compressed work weeks. Compressed work weeks are where more hours are worked in days in a week and fewer days are worked.
- 10:10 Employees working a compressed work week or alternative work week schedule will not suffer any loss or gain in benefits.
- 10:11 In the event the Employer reduces the hours of work to avoid laying-off employees, such shall not be deemed to be a layoff under the provisions of this Collective Agreement or otherwise.

#### **ARTICLE 11 - OVERTIME**

- 11:01 Employees are paid overtime at one and one-half (1½) the regular hourly rate for all hours worked which are greater than the regular hours of work. Overtime must be authorized by the Employer before it is worked or it will not be paid.
- 11:02 With the approval of the Employer, an employee may bank overtime at the rate of one and one-half (1½) hours for each hour of overtime worked. Banked overtime will be paid at the regular rate of pay. Banked overtime must be used within one (1) year from the date it is worked or it will be paid out. Employees must obtain approval of their Supervisor before using banked overtime. When the employee and Employer cannot agree when the banked overtime will be used, the Employer will determine when it will be taken. An employee shall not have any more than fifty (50) hours of banked overtime at any time.
- 11:03 Overtime and standby pay shall not be paid at the same time.

#### **ARTICLE 12 - WAGES**

- 12:01 Subject to the provisions of this Collective Agreement, employees will not be paid less than the wage rates set out in Appendix A: Wages.

The wages in Appendix A are adjusted as follows:

- a. CPI is the annual complete year (twelve (12) months January – December) year over year (percentage change from the prior year) of all items Consumer Price Index for Alberta which is published by Statistics Canada in or about the end of January of each year for the prior full year. The formula used by Statistics Canada is that which is effective when this Collective Agreement is ratified by the Employer and the Union.
- b. Effective January 1, 2017, wages are increased by one percent (1%).

Summer student rates in Appendix A are to be at least the minimum wage, which is in effect from time to time in Alberta.

- 12:02 There will be seven (7) steps in the salary grids for the classifications in Appendix A.
- 12:03 For a Full-Time Employee, progression from one step in the salary grid to the next step will be upon continuous service on the annual anniversary date of an employee, unless the employee has unsatisfactory performance and is not satisfactorily meeting the requirements for his or her position. In such event, the Employer is required to provide the employee with an evaluation of his or her performance which shall be reviewed and approved by the Employer. The employee shall have the right to grieve the decision.
- 12:04 Part-Time Employees shall progress from one step in the salary grid to the next step based on hours worked which must be the equivalent of the annual regular hours of work for a Full-time Employee for the position occupied by the Part-Time Employee.
- 12:05 When an employee is the successful candidate in a job posting, the employee shall be paid the rate of pay in the job posting which is effective the date the employee commences working in the job.
- 12:06 An employee may be assigned temporary work by the Employer which is outside of the employee's regular duties and classification provided the employee is not paid any less than the regular rate of pay in his or her classification in Appendix A. An employee temporarily performing work in a higher paid classification for a day or more will receive the higher rate for hours worked in it, unless such employee is training for the classification.
- 12:07 When the Employer is paying an employee his or her regular rate and there is no work available for the employee in his or her usual classification, the employee is required to perform work which is

assigned by the Employer which the employee is capable of performing. The Employer is not required to assign the employee to such other work.

- 12:08 When a new employee is hired by the Employer and has previous comparable experience or relevant qualifications, the Employer may place such employee at a step on the salary grid which is higher than Step One.
- 12:09 Employees whose present wage rates are in-between steps on the grid in Appendix A, or who have rates of pay greater than those in Appendix A, shall be red circled until the wage grid in Appendix A and the LSI (whichever is applicable), meets or is greater than the rate they are paid.
- 12:10 Apprentices are paid a wage rate which is at least equal to the percentage of the applicable Journeyman's rate which is required by Provincial Legislation.
- 12:11 The wages in Appendix A are effective on the dates stated in Appendix A.
- 12:12 When an employee is not on duty, and is designated by the Employer to be on standby, such employee will be paid three dollars (\$3.00) per hour for being on standby. An employee on standby must be available to attend work as required. No standby pay will be paid for the whole period the employee is on standby when the employee is unable to report to work when required.
- 12:13 A maximum one-hundred-twenty (120) hours per month, at the regular rate of pay, is guaranteed for a Grader Division with one (1) Grader Operator. Should more than one (1) Grader Operator share a Division, such hours are prorated. All hours worked by a Grader Operator during the month are subtracted from the guarantee. While providing the guaranteed hours, the Employer may assign a Grader Operator to other work which the Grader Operator is capable of performing. The guaranteed hours are less time taken for vacation and sick days. The guaranteed hours do not apply when a Grader Operator is on a leave of absence or when on disability. The guaranteed hours does not apply to Temporary or Casual Grader Operators.
- 12:14 When Water/Wastewater Level 1 or Gas Fitter employees are on standby and are called into work and the employee has not already worked a shift for the Employer on that day, the employee will be paid a minimum of two (2) hours at the regular rate. If such employee receives a second call to work within the foregoing two (2) hour period, the employee will not receive any additional compensation unless the total time worked exceeds two (2) hours. In such event, the employee will be

compensated for the total hours worked at the regular rate. An employee does not receive the foregoing callout premium and statutory holiday day premium in Clause 16:04 at the same time.

- 12:15 When Water/Wastewater Level 1 or Gas Fitter employees are called back to work in a day after completing a shift, or when the employee has already worked the maximum regular hours of work in the work week, the employee will be paid a minimum of two (2) hours at the overtime rate. If such employee receives a second call to work within the foregoing two (2) hour period, the employee will not receive any additional compensation unless the total time worked exceeds two (2) hours. In such event, the employee will be compensated for the total hours worked at the overtime rate. An employee does not receive the foregoing callout premium and statutory holiday pay premium in Clause 16:04 at the same time.

### **ARTICLE 13 - PAYROLL**

- 13:01 Employees will be paid semi-monthly by electronic transfer to the bank accounts of employees. Employees will provide the Employer with their bank account information for such payments. Employees are to provide their time sheets to the Employer in a timely manner before each pay period.
- 13:02 All employees are required to notify the Employer of any changes in personal status, including name, address, telephone number and bank account information.

### **ARTICLE 14 - VACATION: FULL-TIME & PART-TIME**

- 14:01 The following applies to vacation for Full-Time and Part-Time Employees.
- 14:02 Vacation must be accrued before it is taken. An employee shall not take vacation leave without prior authorization from the Employer. Vacation shall be granted as operational requirements permit.
- 14:03 Vacation accrues from the seniority date in which an employee commenced working for the Employer. For the purposes of vacation entitlement, a year commences on the employee's annual seniority date in a calendar year and ends one (1) day before the annual seniority date in the following calendar year.
- 14:04 Unless written authorization is obtained from the Employer, vacation accrued in one (1) year must be used by the end of the following year.

- 14:05 Vacation pay is at the regular rate of pay for Full-Time and Part-Time Employees.
- 14:06 Except when an employee's employment with the Employer has been terminated, a Full-Time or Part-Time Employee shall not be given pay in lieu of taking a vacation, unless there are extenuating circumstances.
- 14:07 Vacation requests are to be submitted to the employee's Supervisor. When the Employer and employee cannot agree when vacation will be taken, or when an employee refuses to use vacation, the Employer may determine when the vacation will be taken.
- 14:08 Where two (2) or more employees request the same time for vacation, and due to operational requirements not all of the vacation requests can be granted, unless there are extenuating circumstances, the vacation requests will be granted to the most senior employees.
- 14:09 Annual vacation entitlement with pay for Full-Time Employees shall be as follows with the accrual being on regular hours of work:
- a. Up to four (4) years of completed service: fifteen (15) days per year (one point two five (1.25) days per month);
  - b. From five (5) to ten (10) years of completed service: twenty (20) days per year (one point six seven (1.67) days per month);
  - c. Eleven (11) years of completed service: twenty-one (21) days per year (one point seven five (1.75) days per month);
  - d. Twelve (12) years of completed service: twenty-two (22) days per year (one point eight four (1.84) days per month);
  - e. Thirteen (13) years of completed service: twenty-three (23) days per year (one point nine two (1.92) days per month);
  - f. Fourteen (14) years of completed service: twenty-four (24) days per year (two (2.00) days per month);
  - g. Fifteen (15) years of completed service or more: twenty-five (25) days per year (two point zero nine (2.09) days per month).
- 14:10 Annual vacation for Part-Time Employees shall be prorated on the full-time equivalency or as is required by the *Employment Standards Code*, whichever is greater.

- 14:11 Vacation with pay shall not accrue during periods while:
- a. An employee is on layoff;
  - b. An employee is on an unpaid leave of absence of thirty (30) days or more or when an employee is in receipt of disability benefits.
- 14:12 Upon an employee ceasing employment with the Employer, accrued vacation shall be paid out.

**ARTICLE 15 - VACATION: CASUAL & TEMPORARY EMPLOYEES**

- 15:01 Casual and Temporary Employees are provided vacation entitlement as per the *Employment Standards Code*. Vacation pay for Casual and Temporary Employees is at the regular rate.

**ARTICLE 16 - GENERAL HOLIDAYS**

- 16:01 The following are the general holidays recognized by the Employer:

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

- 16:02 If operational requirements permit, the Christmas Floater day is observed to give five (5) consecutive calendar days off around the Christmas general holiday.
- 16:03 To be eligible to be paid for a general holiday when an employee does not work on the general holiday (a regular day of work at the regular rate), an employee must work on the last scheduled work day prior to the statutory holiday and the first scheduled working day following it, unless the employee has an authorized absence from work.
- 16:04 When an employee is required to work on a general holiday which is a regular work day of the employee, the employee is entitled to:
- a. Time and one-half (1.5x) the regular rate for all hours worked, and one (1) future day off with pay at the regular rate for the regular daily hours of work; or

- b. Pay at two and one-half times (2.5x) the regular rate for all hours worked. Such amount includes any entitlement to general holiday pay.

## **ARTICLE 17 - DISCIPLINARY ACTION**

- 17:01
- a. No employee shall be disciplined or discharged without just cause.
  - b. When an employee is given a written reprimand, disciplinary suspension or is discharged from employment, the Employer will inform the employee in writing of the reason(s) for such action.
  - c. An employee who is receiving a written notice of discipline, or is being discharged, is entitled to have a Job Steward present at the meeting with the Employer if the employee makes a request for the Job Steward's presence. The Union will ensure Job Stewards are available during working hours. The failure to have a Job Steward present does not nullify a discipline or discharge.
  - d. The Employer and Union recognize the value of progressive discipline.
  - e. Where disciplinary action has been grieved and the grievance is allowed, such discipline shall be removed from the employee's personnel file.
  - f. When an employee is discharged for just cause, the employee shall be paid wages and entitlements to the date of termination of employment, less applicable deductions as may be required by law.
  - g. An employee who has been given a written discipline shall have such discipline removed from the employee's personnel file provided no other disciplines were given to the employee during the thirty-six (36) month period from the time the discipline was given and no other disciplinary actions are pending which the Employer is aware. Such does not apply to disciplines for safety infractions.
  - h. An employee who has been given a written discipline may, during the thirty-six (36) month period from the time the discipline was given, apply in writing to the Chief Administrative Officer, to have the discipline removed from the employee's

personnel file. Whether the discipline is removed from the employee's personnel file is at the sole discretion of the Chief Administrative Officer.

## **ARTICLE 18 - GRIEVANCE & ARBITRATION**

- 18:01 A grievance is defined as any difference arising out of the interpretation, application, administration or alleged violation of this Collective Agreement or as to whether any such difference can be the subject of arbitration.
- 18:02 For the purpose of this Article, "days" shall be defined as work days exclusive of Saturdays, Sundays and general holidays.
- 18:03 Should an employee or the Union fail to comply with any time limits in this grievance procedure, the grievance will be considered to be abandoned, unless the parties have mutually agreed in writing to extend the time limits.
- 18:04 If the Employer fails to comply with any time limits in the grievance procedure, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit, unless the parties have mutually agreed in writing to extend the time limits.
- 18:05 During any and all grievance proceedings, the employee shall continue to perform his or her duties, except in cases of suspension or dismissal.
- 18:06 A grievance shall be in writing and state the particulars of the grievance, the redress sought and the Clause(s) of this Collective Agreement alleged to have been violated. An employee shall sign a grievance related to the employee.
- 18:07 At any step in the grievance procedure, the Union may have a meeting with the Employer. An employee may have the assistance of a Union representative during any step of the grievance procedure.
- 18:08 Grievances between the Employer and an employee shall be settled by following the procedure set out below:
- a. Step One: An employee shall provide his or her written grievance to his or her Supervisor within ten (10) work days of the date on which the employee first became aware of the grievance or the circumstances giving rise to the grievance, whichever first occurs. The Supervisor will give a response in writing to the employee within seven (7) work days of receiving the grievance.

- b. Step Two: Failing satisfactory settlement at Step One, the grievance shall be forwarded in writing to the employee's Director within seven (7) work days of the date on which the employee received a reply at Step One. The Director shall provide a decision in writing to the employee within seven (7) work days of the grievance being referred to the Director.
- c. Step Three: Failing satisfactory settlement at Step Two, an employee shall submit his or her grievance in writing to the Chief Administrative Officer, within seven (7) work days of the date on which a reply was received at Step Two. The Chief Administrative Officer shall reply to the grievance in writing within seven (7) work days of its submission at Step Three.
- d. Step Four: If the Union is not satisfied with the response to the grievance at Step Three, and wishes to pursue the grievance, the Union may submit the grievance to arbitration within fifteen (15) work days of receipt of the reply provided at Step Three by giving the Employer written notice of the referral to arbitration. The Union's referral to arbitration shall name its nominee to the Arbitration Board or name the person proposed as a sole Arbitrator. Within 15 (fifteen) work days of receiving the Union's referral to arbitration, the Employer shall advise the Union in writing of its nominee to the Arbitration Board or whether it accepts the sole Arbitrator proposed by the Union or of the name of a proposed sole Arbitrator.
- e. The Arbitration Board shall be comprised of one (1) member appointed by the Employer, one (1) member appointed by the Union, and a neutral chairman appointed by the other two (2) members. The nominees to the Arbitration Board shall appoint a chair to the Arbitration Board within 15 (fifteen) work days of the Employer's nominee being appointed.
- f. As an alternate procedure to a three (3) member Arbitration Board, the parties may mutually agree to the appointment of a sole Arbitrator.
- g. Each party shall bear its own fees and expenses related to the arbitration. The fees and expenses of the Chairman, or sole Arbitrator, shall be shared equally by the Union and Employer.
- h. If the parties are unable to agree on a sole Arbitrator, or if the parties' nominees cannot agree on a neutral Chairman, such appointment shall be made by the Director of Mediation

Services in accordance with the *Alberta Labour Relations Code*.

- i. The Arbitration Board or single Arbitrator shall not have any power to alter, amend or change the provisions of this Collective Agreement or to substitute any new provisions for any existing provisions.
- j. The sole Arbitrator or the Arbitration Board shall as soon as practicable following the appointment of the Chairman, hear and determine the difference and shall issue an award in writing and the decision is final and binding upon the parties and upon any employee affected by it. The award of a majority is the award of the Arbitration Board, but if there is no majority the decision of the Chairman governs and shall be deemed to be the award of the Arbitration Board.
- k. The time limits contained in this Article may be extended by mutual agreement of the parties, provided such agreement is in writing.
- l. Group Grievances: A group grievance may be initiated by more than one (1) employee, provided that all employees are grieving the identical issue, a list of all affected employees is attached to the grievance, and the results of the grievance apply proportionally, if applicable, to all employees listed on the original grievance, and shall be initiated at Step One of this grievance procedure.
- m. Employer & Union Grievances: A grievance may be initiated where the Union, by way of a written grievance signed by the Business Manager or his or her designate, or the Employer by way of a grievance signed by the Chief Administrative Officer or his or her designate, seeks to enforce an obligation that is alleged to arise out of this Collective Agreement and the obligation, if any, is not an obligation which may be the subject of a grievance of an employee. Such grievance shall commence at Step Three of the grievance procedures. If such grievance is not resolved at Step Three, it may be referred to arbitration following the above arbitration procedures. The Employer or the Union may commence such a grievance at Step Three within twenty (20) work days of the date upon which the subject of the grievance occurred or within twenty (20) work days of the date upon which the aggrieved party first reasonably became aware of the subject of the grievance, whichever first occurs. The party required to respond to the grievance shall respond

in writing to the other party within ten (10) work days of receiving the grievance.

- n. At any time, by mutual agreement, the parties may refer the grievance to mediation. Failing agreement on a Mediator, the Director of Mediation Services shall appoint a Mediator. The time limits in the grievance and arbitration procedures shall be suspended when the parties agree to use mediation. If a grievance is resolved at mediation, it shall be discontinued. If a grievance is not resolved at mediation, the grievance and arbitration procedures above apply.

## **ARTICLE 19 - SICK LEAVE/ FAMILY SICK LEAVE**

- 19:01 After successful completion of the probationary period, Full-Time Employees accrue sick leave of one and one-half (1.5) working days per calendar month to a maximum of seventy-five (75) work days. Unused sick leave is not paid out for Full-Time Employees.
- 19:02 After successful completion of the probationary period, sick leave for Part-Time Employees accrues and is prorated to that of Full-Time Employee equivalency. Part-Time Employees accrue sick leave to a maximum of seventy-five (75) days. Unused sick leave is not paid out for Part-Time Employees.
- 19:03 Accrued sick leave may be used by Full-Time and Part-Time Employees for illness or medical and dental appointments.
- 19:04 It is the responsibility of the employee to notify the Supervisor of an absence from work related to sickness two (2) hours prior to the commencement of a shift and to obtain prior approval for medical or dental appointments.
- 19:05 An employee using sick leave may be required to provide the Employer with a medical certificate for any period of illness or proof of a medical or dental appointment.
- 19:06 Accrued sick leave is used until an employee goes on disability benefits.
- 19:07 Sick leave does not accrue when an employee is on an unpaid leave of absence of thirty (30) days or more or when the employee is receiving disability benefits.
- 19:08 Proven abuse of sick leave is grounds for termination of employment for just cause.

- 19:09 Family Sick Leave: After successful completion of the probation period, a maximum of five (5) days per calendar year shall be granted, with pay, to those employees requiring days off for immediate family medical illness, medical and dental appointments. Any Family Sick days taken off in excess of five (5) days will be deducted from their personal sick days accumulated. Employees will not accumulate more than five (5) Family Sick Days. Unused Family Sick leave is not paid out for Full-Time Employees or Part-time Employees.
- 19:10 An employee using Family Sick Leave may be required to provide the Employer with a medical certificate for any period of illness or proof of a medical or dental appointment.

#### **ARTICLE 20 - MEDICAL EXAMINATIONS**

- 20:01 With reasonable cause, the Employer may require an employee to be examined by a physician named by the Employer at the Employer's expense. A physician includes a specialist, psychologist and psychiatrist. Such information shall be kept confidential.
- 20:02 Employees are to be fit for work and are not to be impaired by alcohol or drugs when at a work site. The Employer may implement alcohol and drug testing of employees as permitted by law. Before implementing an alcohol and drug testing policy, the Employer shall consult with the Union.

#### **ARTICLE 21 - LEAVE OF ABSENCE**

- 21:01 Upon receiving a written request from an employee, at the Employer's discretion, the Employer may grant the employee an unpaid leave of absence.
- 21:02 Upon advance request, a leave of absence for Union business may be granted by the Employer as operational requirements permit or as may otherwise be required by law.

#### **ARTICLE 22 - COMPASSIONATE, BEREAVEMENT & MATERNITY-PARENTAL LEAVE**

- 22:01 Full-Time Employees are entitled to up to five (5) days of compassionate leave or bereavement leave per incident, with pay, when there is a critical or life-threatening illness, or death, in the employee's immediate family. When there is a death, the purpose of the bereavement leave is to arrange and attend the funeral or service of the immediate family member.

- 22:02 The circumstances of each incident related to compassionate leave or bereavement leave will determine the number of days off the Full-Time or Part-Time Employee is granted by the Employer.
- 22:03 In this Collective Agreement, immediate family means father, mother, grandmother, grandfather, brother, sister, spouse, child/stepchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, spouse's grandparent, or person who regularly resides in the household of the employee.
- 22:04 For Part-Time Employees, compassionate leave and bereavement leave are prorated to the full-time equivalency.
- 22:04 Maternity and Parental leave shall be provided as per the *Employment Standards Code* as amended from time to time.

#### **ARTICLE 23 - COURT LEAVE**

- 23:01 When a Full-Time or Part-Time Employee is subpoenaed as a witness, or as a defendant to appear in court in an official capacity related to employment with the Employer, the employee will be granted leave with regular pay, less any amounts paid by the court.
- 23:02 When a Full-Time or Part-Time Employee is required to serve as a juror under the *Jury Act*, the employee will be allowed leave with pay, less any amounts paid by the court.

#### **ARTICLE 24 - SAFETY BOOTS AND COVERALLS**

- 24:01 A Full-Time or Part-Time Employee who has completed the probationary period and who is required to wear safety boots in his or her work for the Employer, will be reimbursed once each calendar year to a maximum of two hundred dollars (\$200.00) including GST, for CSA approved safety boots, when such employee provides a receipt to the Employer. Full-Time and Part-Time Employees shall keep their safety boots in good condition, excepting normal wear and tear.
- 24:02 At no cost to Full-Time and Part-Time Employees who have completed their probationary period and who are required to wear coveralls in their work for the Employer, the Employer shall provide one (1) pair of summer coveralls each calendar year and one (1) pair of winter coveralls every two (2) calendar years. Once per calendar year, the Employer shall replace one (1) pair of summer coveralls provided to Full-Time and Part-Time Employees provided the coveralls are in a state of disrepair that they require replacing. Such employees shall keep their coveralls in good condition, excepting normal wear and tear.

## **ARTICLE 25 - LEGISLATION**

25:01 If any provisions of this Collective Agreement do not comply with applicable Provincial or Federal laws, such laws shall replace those provisions and all other provisions of this Collective Agreement will not be affected.

## **ARTICLE 26 - INSURANCE BENEFITS**

26:01 All group benefits (medical, dental, disability, life insurance, accidental death and dismemberment and any other benefit provided through the Alberta Municipal Service Corp.) provided by the Employer to Full-Time and Part-Time Employees are continued. The Employer shall pay eighty percent (80%) for the premiums for the group benefits. Full-Time and Part-Time Employees shall pay twenty percent (20%) of the premiums for the group benefits.

26:02 Eligibility for group benefits for Full-Time and Part-Time Employees shall be in accordance with the provisions of the Alberta Municipal Service Corp. plan.

26:03 At all times, the rules and policies of the Alberta Municipal Service Corp. plan shall apply to Full-Time and Part-Time Employees.

26:04 No grievances related to the group benefits shall be filed by the Union or Employer.

## **ARTICLE 27 - PENSION PLAN**

27:01 Subject to the provisions of this Collective Agreement, the Employer recognizes the provisions of the Union's Pension Trust Plan.

27:02 Effective August 1, 2012, the Union's Pension Trust Plan shall apply to Full-Time Employees.

27:03 Effective January 1, 2017, by the fifteenth (15<sup>th</sup>) day of the following month, the Employer shall contribute eight and one-quarter percent (8.25%) of the straight time earnings for the regular hours of Full-Time Employees in the previous month, to the Union's Pension Trust Plan.

27:04 Eligibility for a pension shall be in accordance with the provisions of the Union's Pension Trust Plan.

27:05 At all times, the rules and policies of the Union's Pension Trust Plan shall apply to Full-Time Employees.

27:06 No grievances related to the Union's Pension Trust Plan shall be filed by the Union or employees.

#### **ARTICLE 28 - REPORTING FOR DUTY**

28:01 Employees are expected to report for duty as determined by the Employer. An employee must notify the Employer of any absenteeism one (1) hour prior to the commencement of duties and have a justifiable reason which is acceptable to the Employer.

28:02 If an employee does not report for duty for three (3) consecutive work days and has not notified the Employer of an intended absence with justifiable reason, the employee will be deemed to have abandoned employment.

#### **ARTICLE 29 - APPRENTICESHIP & TRAINING**

29:01 When the Employer pays an employee's wages for training courses/classes which are work related and which are approved by the Employer, the employee may be required to enter into a written agreement with the Employer whereby the employee is required to work for the Employer for a specified period of time following the completion of the training courses/classes, failing which the employee may be required to reimburse the Employer for such costs when the employee does not honour the terms of such written agreement. Employees will make reasonable efforts to pass examinations related to apprenticeship or training courses/classes.

#### **ARTICLE 30 - LONG SERVICE INCREMENT**

30:01 The Long Service Increment (LSI) is five percent (5%) more than the wage rates in Appendix A. Provided a Full-Time Employee, or a Grader Operator with at least one thousand two hundred (1200) regular hours of work per year, has satisfactory performance, and upon approval of the Chief Administrative Officer acting reasonably, he or she shall be granted the LSI after completing eight (8) years of continuous service with the Employer.

30:02 When a Full-Time Employee who is receiving LSI is successful on a job posting and goes to a higher classification, he or she will be paid the rate at the step in the new classification which is closest to the rate of pay and the LSI such employee was being paid previously. In addition, the Full-Time Employee will also be paid LSI in the new classification.

30:03 When placed in a different classification, a Full-Time Employee is not required to re-qualify for the LSI.

## **ARTICLE 31 - DURATION/NOTICE TO BARGAIN**

- 31:01 This Collective Agreement shall be in full force and effect from January 1, 2017 to December 31, 2017.
- 31:02 This Collective Agreement shall remain in effect unless notice to negotiate amendment is served by either party upon the other not less than sixty (60) days and not more than one-hundred-twenty (120) days preceding the expiry of this Collective Agreement.
- 31:03 Where notice to negotiate amendment is served by either party, the provisions of this Collective Agreement shall continue in effect according to the provisions of the *Alberta Labour Relations Code*.

### **Equipment Operator Classifications:**

The general Equipment Operator classifications are indicated below. As required, the Employer may designate additional equipment or revisions to equipment in each classification.

- a. Equipment Operator I: Steam Truck, Self-Propelled Packer, 1 Ton Truck, 3 Ton Truck, Forklifts; Mixers, Rotovators, Mowers (drawn equipment).
- b. Equipment Operator II: Backhoe, Grader Operators, Hydro Axe, Gravel Trucks, Earth Moving Buggies, Cats/Dozers, Track Hoe, Tractor-Trailer (with air brakes), Snow Plow Truck (with air brakes), Sand Truck (with air brakes).

## APPENDIX A - WAGES

APPENDIX A 2017 (1% increase)								
<i>Positions</i>	<i>STEP 1</i>	<i>STEP 2</i>	<i>STEP 3</i>	<i>STEP 4</i>	<i>STEP 5</i>	<i>STEP 6</i>	<i>STEP 7</i>	<i>LSI</i>
Summer Student	\$12.20	\$12.58	\$12.97	\$13.37	\$13.78	\$14.20	\$14.64	\$15.37
Transfer Station Op., Labourers, Rental Techs, Ski Instructor, Scale House Operator, Senior Transp. Driver, Gravel Checker	\$18.40	\$18.97	\$19.55	\$20.15	\$20.78	\$21.42	\$22.08	\$23.18
Lifeguards, Instructors	\$20.24	\$20.88	\$21.51	\$22.18	\$22.86	\$23.57	\$24.29	\$25.51
Pool Manager	\$23.79	\$24.52	\$25.28	\$26.07	\$26.87	\$27.69	\$28.54	\$29.97
Light Equip Op	\$23.99	\$24.72	\$25.48	\$26.28	\$27.10	\$27.93	\$28.79	\$30.23
Water/Wastewater- Level 1	\$27.71	\$28.56	\$29.45	\$30.36	\$31.30	\$32.27	\$33.26	\$34.92
Heavy Equip Operator	\$28.00	\$28.87	\$29.75	\$30.67	\$31.61	\$32.59	\$33.59	\$35.27
Welder	\$31.38	\$32.35	\$33.35	\$34.38	\$35.44	\$36.53	\$37.65	\$39.54
Lead Hand	\$32.01	\$33.00	\$34.02	\$35.07	\$36.15	\$37.27	\$38.41	\$40.33
Gasfitter (Class A)	\$32.36	\$33.36	\$34.39	\$35.46	\$36.55	\$37.68	\$38.83	\$40.77
HD Mechanic	\$32.94	\$33.96	\$35.01	\$36.09	\$37.20	\$38.35	\$39.53	\$41.49
Shop Foreman	\$35.94	\$37.05	\$38.19	\$39.36	\$40.58	\$41.83	\$43.12	\$45.28

The Long Service Increment (LSI) is five percent (5%) more than the wages in Appendix A based on the completion of eight (8) years of continuous full-time service.

Signed this 27 day of March, 2017.

THORHILD COUNTY

INTERNATIONAL UNION OF  
OPERATING ENGINEERS, LOCAL  
UNION NO. 955



Chief Administrative Officer

Bruce Moffatt, Business Manager/CEO



Reeve

Rod Sedrovic, Business Agent/  
Vice-President

**LETTER OF UNDERSTANDING #1**

**between**

**THORHILD COUNTY**

**And**

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

**RE: Grader Operator Power Allowance**

---

A Grader Operator who is required to plug in a grader at his or her premises shall be paid a power allowance of sixty-five dollars (\$65.00) each month for the five (5) months of November – March. The total allowance shall not exceed three-hundred twenty-five dollars (\$325.00) for those five (5) months. In the event the Employer requires Grader Operators to return to the Employer's Public Works Yard each day, this letter of Understanding will no longer apply.

Signed this 27 day of March, 2017.

**THORHILD COUNTY**

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

[Redacted signature area for Thorhild County]

Chief Administrative Officer

Bruce Moffatt, Business Manager/CEO

[Redacted signature area for Thorhild County]

Reeve

Rod Sedrovic, Business Agent/  
Vice-President

**LETTER OF UNDERSTANDING #2**

**between**

**THORHILD COUNTY**

**And**

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

**RE: Tool Allowance**

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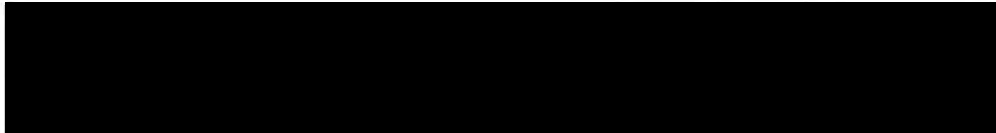
Mechanics and the Shop Foreman who provide their own tools for the work they do with the Employer shall be paid a tool allowance of six-hundred dollars (\$600.00) per calendar year. The Employer may pay the tool allowance in a lump sum or by monthly installments. Alternatively, for a partial year of service, the tool allowance will be prorated based on the portion of the year worked.

Welders who provide their own tools for the work they do with the Employer shall be paid a tool allowance of four hundred dollars (\$400.00) per calendar year.

Signed this 27 day of March, 2017.

**THORHILD COUNTY**

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

  
\_\_\_\_\_  
Chief Administrative Officer

Bruce Moffatt, Business Manager/CEO

  
\_\_\_\_\_  
Reeve

Rod Sedrovic, Business Agent/  
Vice-President

## LETTER OF UNDERSTANDING #3

between

THORHILD COUNTY

And

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 955

**RE: Road Checker and Maintenance Crew Work-On Call Christmas and Boxing Day & Five Consecutive Days Off**

---

Regarding Clause 16:02 and an employee using the Floater Day and having five (5) consecutive calendar days off around Christmas if operational requirements permit, the following applies:

1. This Letter of Understanding applies to work around Christmas related to checking roads, road maintenance and road emergencies (the "Work").
2. Whether employees do the Work or are on call around Christmas is at the discretion of the Employer. The Employer may have management or other non-bargaining unit persons do all or part of the Work or be on call.
3. A Group is one (1) or more persons. There are two (2) or more Groups.
4. When employees are assigned to do the Work, Group 1 does the Work and is on call for the days which includes Christmas Day. The five (5) consecutive calendar days off for Group 1 includes Boxing Day and the Floater Day.
5. When employees are assigned to do the Work, Group 2 does the Work and is on call for the days which includes Boxing Day. The five (5) consecutive calendar days off for Group 2 includes Christmas Day and the Floater Day.
6. With the approval of the Employer, employees assigned to Group 1 or Group 2 may agree to do the Work or be on call for an employee of the other Group.
7. The Union agrees that management and other non-bargaining unit persons may do the Work or be on call instead of employees for the purposes noted above.
8. At its discretion, the Employer may implement a system where the Work or on call is not required to be done around Christmas.
9. For that part of the five (5) consecutive days off where general holiday pay is not provided and would otherwise be unpaid, the employee may use accrued vacation or banked time for the work days which occur during that time.

Signed this 27 day of March, 2017.

THORHILD COUNTY

INTERNATIONAL UNION OF  
OPERATING ENGINEERS, LOCAL  
UNION NO. 955

[Redacted Signature]

Chief Administrative Officer

Bruce Moffatt, Business Manager/CEO

[Redacted Signature]

Reeve

Rod Sedrovic, Business Agent/  
Vice-President

**LETTER OF UNDERSTANDING #4**

**between**

**THORHILD COUNTY**

**And**

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

**RE: Labour Management Committee & Clauses 10:03 & 10:04 Hours of Work & Labour Management Committee**

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1. A Labour Management Committee shall be created consisting of up to four (4) Management representatives and up to three (3) employees and the Business Agent may attend. The Committee shall meet at least quarterly.
2. During the term of the Collective Agreement, the Labour Management Committee is to review hours of work in Clauses 10:03 and 10:04 and make recommendations to the Employer for modifications, if any.
3. The purpose of the Labour Management Committee is to foster communications between the Employer and its employees, to identify and discuss work related matters which may arise and make recommendations for the Employer to consider. There must be a consensus of the Labour Management Committee for recommendations to the Employer.
4. The Labour Management Committee shall not engage in collective bargaining, cannot change the terms of this Collective Agreement and does not have the authority to make decisions which are binding on the Employer or Union.

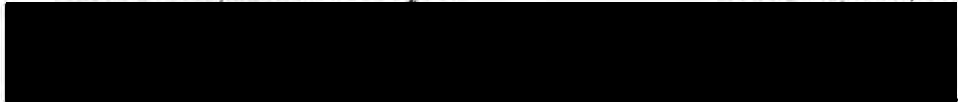
Signed this 27 day of March, 2017.

THORHILD COUNTY

INTERNATIONAL UNION OF  
OPERATING ENGINEERS, LOCAL  
UNION NO. 955

  
\_\_\_\_\_  
Chief Administrative Officer

Bruce Moffatt, Business Manager/CEO

  
\_\_\_\_\_  
Reeve

Rod Sedrovic, Business Agent/  
Vice-President