

**COLLECTIVE AGREEMENT  
BY AND BETWEEN**



**THE COUNTY OF WETASKIWIN NO. 10,  
a Municipal Corporation  
and**



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

Period: January 1st, 2018 to December 31st, 2020

## TABLE OF CONTENTS

ARTICLE 1.00	DEFINITIONS.....	3
ARTICLE 2.00	SCOPE.....	5
ARTICLE 3.00	MANAGEMENT RIGHTS.....	7
ARTICLE 4.00	UNION RECOGNITION AND NEGOTIATION.....	7
ARTICLE 5.00	LABOUR MANAGEMENT AND SAFETY COMMITTEES.....	8
ARTICLE 6.00	HOURS OF WORK.....	9
ARTICLE 7.00	WAGES.....	9
ARTICLE 8.00	OVERTIME.....	11
ARTICLE 9.00	STATUTORY HOLIDAYS.....	12
ARTICLE 10.00	ANNUAL VACATION LEAVE.....	13
ARTICLE 11.00	LEAVE OF ABSENCE.....	15
ARTICLE 12.00	SICK LEAVE.....	16
ARTICLE 13.00	PENSION AND MEDICAL INSURANCE.....	17
ARTICLE 14.00	PROBATION AND TRIAL TERM.....	19
ARTICLE 15.00	SENIORITY.....	19
ARTICLE 16.00	POSTING AND FILLING VACANCIES.....	20
ARTICLE 17.00	LAY-OFFS AND RECALLS.....	21
ARTICLE 18.00	DISCIPLINE AND TERMINATION OF EMPLOYMENT.....	21
ARTICLE 19.00	CLASSIFICATION.....	22
ARTICLE 20.00	GRIEVANCE AND ARBITRATION PROCEDURES.....	22
ARTICLE 21.00	REPORT FOR DUTY.....	25
ARTICLE 22.00	GENERAL PROVISIONS.....	25
ARTICLE 23.00	AMENDMENT AND TERMINATION.....	25
"APPENDIX A"	WAGE SCHEDULE.....	27
	CLASSIFICATION CLARIFICATION.....	28
	LETTER OF UNDERSTANDING.....	31

## **COLLECTIVE AGREEMENT**

BY **AND** BETWEEN:

**THE COUNTY OF WETASKIWIN NO. 10,**  
a Municipal Corporation  
(hereinafter referred to as "the County")

**OF THE FIRST PART**

And

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

**OF THE SECOND PART**

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

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

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

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

### **ARTICLE 1.00 DEFINITIONS**

#### **1.01 Classification**

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

#### **1.02 Employee**

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

#### **1.03 Interpretations**

In this Collective Agreement, unless otherwise required by the context, all words in the singular shall include the plural and all words in the plural shall

include the singular and all words of masculine gender shall include the feminine and vice versa.

**1.04 (a) Part-time Employee**

"Part-time employee" shall mean an employee who occupies a permanent position for which the regular hours of work are less than eight (8) hours per day or for which the regular work week is less than five (5) days.

**(b) Full-time Employee**

"Full-time employee" shall mean an employee who occupies a permanent position for which the regular hours of work are a minimum of eight (8) hours per day or for which the regular work week is five (5) days (subject to Article 6.01 and 6.06).

**1.05 Permanent Employees**

"Permanent employees" shall mean any employee who is fulfilling a permanent position and has successfully completed the required probationary period.

**1.06 Position**

"Position" shall mean a specific set of duties and conditions developed for the purpose of assignment to a single incumbent.

**1.07 Probationary Employee**

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

**1.08 Promotion**

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

**1.09 Regular Hours of Work**

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

**1.10 Regular Day's Pay**

"Regular day's pay" shall mean the normal pay ordinarily received by an employee, based upon the employee's regular hours of work, for one (1) day's work.

**1.11 Regular Rate of Pay**

"Regular rate of pay" shall mean the rate of pay assigned to a classification as set out in the schedule of wages.

**1.12 (a) Temporary Employee**

"Temporary employee" shall mean an employee who is filling a position on a temporary basis who has a defined work schedule and a defined end date of not more than three (3) months.

**(b) Seasonal Employee**

"Seasonal employee" shall mean an employee who has a defined work schedule of more than three (3) months, but less than twelve (12) months.

**(c) Casual Employee**

"Casual employee" shall mean an employee other than a temporary, seasonal, part-time or permanent employee who has been hired to work on an intermittent basis.

**1.13 Trial Term**

"Trial term" shall mean the trial period of employment of a permanent employee who is promoted or transferred to a new permanent position coming within the scope of this Collective Agreement.

**1.14 Public Works Shop Employee**

"Public works shop employee" shall be an employee under the supervision of the Public Works Shop Foreman.

**1.15 ASB Employee**

"ASB employee" shall be an employee under the supervision of the Director of Agricultural Services.

**1.16 Utility Operator/Transfer Site Attendant**

"Utility operator/transfer site attendant" shall be an employee under the supervision of the Utilities Foreman.

**ARTICLE 2.00 SCOPE**

**2.01** The Employer recognizes the Union as the sole Bargaining Agent in accordance with Alberta Labour Relations Board Certificate No. 205-95, for all employees of the County of Wetaskiwin No. 10, except office and clerical employees and those persons exercising managerial or supervisory (as per Article 2.02) functions or those who are employed in a confidential capacity in matters related to Labour Relations.

**2.02** The parties hereto agree that the terms managerial and supervisory shall, without limiting the generality of the foregoing, include the following:

- (a) County Administrator
- (b) Director of Agricultural Services
- (c) Director of Assessment Services
- (d) Director of Information Services
- (e) Director of Finance
- (f) Director of Emergency Services
- (g) Director of Planning & Economic Development
- (h) Director of Public Works
- (i) Director of Leisure & Community Services

- (j) Public Works East End Foreman
- (k) Public Works West End Foreman
- (l) Public Works Shop Foreman
- (m) Utility Foreman
- (n) Community Peace Officer
- (o) Assistant County Administrator
- (p) Assistant Director of Public Works
- (q) By-law Enforcement Officer
- (r) Sustainable Agriculture Coordinator
- (s) ASB Foreman
- (t) Family & Community Support Services Coordinator
- (u) Parks Foreman

**2.03** Notwithstanding Article 1.12 (b), seasonal employees shall receive all the provisions of this Collective Agreement except:

- Article 11.02 (a) Leave of Absence
- Article 11.03 Leave of Absence
- Article 11.04 Leave of Absence
- Article 12.00 Sick Leave
- Article 13.00 Pension and Medical Insurance
- Article 14.01 Probation and Trial Term
- Article 14.02 Probation and Trial Term
- Article 14.03 Probation and Trial Term
- Article 14.04 Probation and Trial Term
- Article 14.05 Probation and Trial Term
- Article 15.00 Seniority
- Article 16.01 Posting and Filling Vacancies
- Article 16.02 Posting and Filling Vacancies
- Article 16.03 Posting and Filling Vacancies
- Article 16.04 Posting and Filling Vacancies
- Article 16.05 Posting and Filling Vacancies
- Article 16.07 Posting and Filling Vacancies
- Article 17.00 Lay Offs and Recalls

**2.04** Notwithstanding Article 1.12(c), casual employees shall receive all the provisions of this Collective Agreement except:

- Article 11.02 (a) Leave of Absence
- Article 11.03 Leave of Absence
- Article 11.04 Leave of Absence
- Article 12.00 Sick Leave
- Article 13.00 Pension and Medical Insurance
- Article 14.01 Probation and Trial Term
- Article 14.02 Probation and Trial Term
- Article 14.03 Probation and Trial Term
- Article 14.04 Probation and Trial Term
- Article 14.05 Probation and Trial Term

Article 15.00	Seniority
Article 16.01	Posting and Filling Vacancies
Article 16.02	Posting and Filling Vacancies
Article 16.03	Posting and Filling Vacancies
Article 16.04	Posting and Filling Vacancies
Article 16.05	Posting and Filling Vacancies
Article 16.07	Posting and Filling Vacancies
Article 17.00	Lay Offs and Recalls

**ARTICLE 3.00 MANAGEMENT RIGHTS**

- 3.01** The Union recognizes that it is the exclusive right of the County to exercise all of the usual and customary rights of Management, including the right to manage its business, direct the working forces , make rules and regulations, hire, transfer, classify, promote, demote, layoff, discipline, suspend or discharge. Such Management rights are subject to this Collective Agreement insofar as the provisions of this Collective Agreement expressly limit such rights. The question of whether any Management rights are expressly limited by this Collective Agreement shall be decided through the grievance and arbitration procedure.
- 3.02** Employees shall be required to provide annually a Driver’s Abstract if they are operating County equipment.

**ARTICLE 4.00 UNION RECOGNITION AND NEGOTIATION**

- 4.01** The County recognizes the Union as the sole bargaining agent for those employees covered by this Collective Agreement.
- 4.02** The County shall not enter into any Agreement with any individual employee or group of employees covered by this Collective Agreement respecting the terms and conditions of employment which may conflict with the terms of this Collective Agreement.
- 4.03** The County hereby agrees to negotiate with the Union or any of its authorized committees concerning matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them. In order that this may be carried out, the Union will supply the County with the names of its officers. Likewise, the County shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.
- 4.04** The County shall deduct from all employees covered by this Collective Agreement an amount equal to the monthly dues in a manner which is in keeping with the payroll system in effect in the County. In all instances, such deductions shall be forwarded to the Union not later than the fifteenth (15) day of the month following, accompanied by a list of names of those employees from whose wages deductions have been made.

- 4.05** The County shall supply to each employee within the bargaining unit a copy of this Collective Agreement within thirty (30) days of the signing of this Collective Agreement. All new employees within the unit shall be supplied with a copy of this Collective Agreement by the County when they are hired. The County and the Union shall share equally the cost of reproducing this Collective Agreement.
- 4.06** The County 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 County Administrator and the Business Agent of the Union.
- 4.08** The County Administrator agrees that a duly accredited officer of the Union, or Business Agent, shall be admitted to the County's premises provided written permission is obtained from the County. Such permission will not be unreasonably withheld.

#### **ARTICLE 5.00 LABOUR MANAGEMENT AND SAFETY COMMITTEES**

- 5.01** Two (2) committees shall be established, one (1) a Labour Management Committee and one (1) a Safety Committee. A Labour Management Committee shall consist of three (3) representatives of the Union and three (3) representatives of the County. The Safety Committee shall consist of two (2) elected officials, two (2) Union representatives, one (1) management representative, two (2) out-of-scope employees, and the Safety Officer. The Committees shall enjoy the full support of both parties to this Collective Agreement in the interests of maximum service to the public. All meetings shall be scheduled Monday through Friday between the hours of 7:00 AM – 5:00 PM without loss of pay to the Committee Members.
- 5.02** The Labour Management and Safety Committees shall at the initial meeting draft terms of reference and rules of operation and procedure. Such rules or terms of reference and procedures shall be submitted to the Union and the County for approval.
- 5.03** Matters of concern to the County or Union may be forwarded to the Labour Management and Safety Committees by either party to this Collective Agreement for discussion and recommendations as to the resolution of the problem.
- 5.04** The Committees shall not have jurisdiction over wages, or any other matter of collective bargaining, including the administration of this Collective Agreement. The Committees shall not supersede the activities of any other Committee of the Union or the County and does not have the power to bind either the Union or its members or the County to any decisions or conclusions reached in their discussions and conclusions.
- 5.05** Copies of all motions, resolutions and by-laws or rules and regulations adopted by

the County which affect the employees covered by this Collective Agreement are to be forwarded to the President and Secretary of the Union.

## **ARTICLE 6.00 HOURS OF WORK**

- 6.01** The regular hours of work for Public Works employees, subject to Article 6.02, shall not exceed:
- (a) ten (10) hours in any one (1) day, or
  - (b) One-hundred and ninety-one (191) hours in any one (1) calendar month.
- 6.02** The regular hours of work for Public Works shop employees, ASB employees, Utility Operators and Transfer Site Attendants shall not exceed eight (8) hours per day or forty (40) hours per week.
- 6.03** An employee shall be permitted a rest period of fifteen (15) consecutive minutes in both the first half and the second half of a full shift at a time and in an area designated by the County.
- 6.04** Employees shall be entitled to one-half (½) hour lunch break without pay.
- 6.05** Employees shall report for duty at the place directed by the County. Where an employee is required to report to a new place during his regular hours of work he shall do so without loss of pay.
- 6.06** If an employee who is scheduled to work a full shift reports for work on his regular shift, he shall be paid at his regular rate of pay for the entire period worked with a minimum of four (4) hours pay. In the case of inclement weather, employees who may not be required for work shall telephone their supervisor prior to reporting for work.

## **ARTICLE 7.00 WAGES**

- 7.01** The regular rates of pay set out in Appendix "A" to this Collective Agreement shall apply during the term of this Collective Agreement.
- 7.02** The County shall pay salaries and wages monthly in accordance with Appendix "A". The County may establish different pay days for salaried employees and hourly rated employees. On each pay day each employee shall be provided with an itemized statement of his wages, overtime, and other supplementary pay and deductions, however, all pay will be made by direct deposit.
- 7.03** An employee in the service as of the ratification of this Collective Agreement shall be eligible for retroactive payment of regular wages paid to the employee during the period from January 1st, 2018 to the date of implementation of this Collective Agreement.
- 7.04** Past employees who were in the service between January 1st, 2018 and the

implementation of this Collective Agreement shall be entitled to any retroactive adjustment for the regular rate of pay, PROVIDED that they apply for the same in writing within thirty (30) calendar days of the signing of this Collective Agreement.

- 7.05** An employee other than an hourly rated employee shall, upon giving at least ten (10) working days' notice, receive on the last office day preceding commencement of his annual vacation any pay cheques which will fall due during his period of vacation.
- 7.06** Employees appointed by the County to temporarily relieve in positions that carry a higher wage rate shall receive the higher wage rate for the entire time (hours worked) the employee operates the equipment in relieving those duties.

The intent of Article 7.06 is to compensate an employee at a higher wage rate for the position classification in which he fulfills on an hour per hour basis if that position classification is compensated at a higher rate than his current position classification.

**Example #1:**

An employee's current position classification is Equipment Operator. The employee (Equipment Operator) worked ten (10) hours in one (1) day: five (5) hours operating a motor grader constructing a new road, one (1) hour general maintenance on the motor grader, and four (4) hours brushing. The employee will be compensated for ten (10) hours at the equipment operator rate as the employee did not fulfill a position classification that is paid at a higher rate than his current position classification (Equipment Operator) and will not suffer a loss for fulfilling a position classification that is compensated at a lower rate than his current position classification.

**Example #2:**

An employee's current position classification is Light Equipment Operator. The employee (Light Equipment Operator) worked ten (10) hours in one (1) day: five (5) hours operating a roller packer packing, one (1) hour maintenance on the roller packer, one (1) hour maintenance on a loader, and three (3) hours operating a loader. The employee will be compensated for six (6) hours at the Light Equipment Operator rate (his current position classification) and four (4) hours at the Equipment Operator rate as the employee spent four (4) hours of his shift in a position which is compensated at a higher rate than his current position classification.

**Example #3:**

An employee's current position classification is Labourer. The employee (Labourer) worked ten (10) hours in one (1) day: two (2) hours driving truck, one-half ( $\frac{1}{2}$ ) hour maintenance on the truck, one (1) hour operating a loader, and six and one-half ( $6\frac{1}{2}$ ) hours patching oil. The employee will be compensated for six and one-half ( $6\frac{1}{2}$ ) hours at the Labourer rate (his current position classification), two and one-half ( $2\frac{1}{2}$ ) hours at the Truck Driver rate, and one (1) hour at the Equipment Operator rate. Note the employee is compensated at the rate for the position

classification which he fulfills on an hour per hour basis.

- 7.07** When a machine breaks down and is brought into the County shop for repairs, the operator will be laid off until the machine is ready unless he is specifically directed to assist in the repairs by the shop foreman.
- 7.08** Employees appointed by the County to temporarily relieve in positions outside of the scope of the bargaining unit shall be paid for such relief work in accordance with policy determined from time to time by the County.
- 7.09** Effective January 1, 2018, Mechanics who are required by the County to supply their own hand tools shall be paid a monthly tool allowance of eighty dollars (\$80.00).
- 7.10** The prevailing County mileage rate shall be paid to an employee using his own motor vehicle on County business when requested and approved by the employee's supervisor in writing, providing they provide proof of two million dollars (\$2,000,000) liability insurance coverage on their personal motor vehicle.
- 7.11** Employees appointed by the County to act as Lead Hands shall be paid a Lead Hand Premium rate of two dollars (\$2.00) per hour above the current classification for all hours worked.

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

The County maintains the exclusive authority to designate Employees with the acceptance of the employee at its sole discretion and will not be subject to the grievance procedure.

- 7.12** Employees appointed by the County to weld shall be paid a Welder Premium rate of four dollars (\$4.00) per hour above the current classification for all hours welding.

The premium shall be paid to employees designated to weld. These employees will be designated by the Director of Public Works and the hours designated for the employee to serve in this role shall be authorized by the Director of Public Works on a case-by-case basis.

The County maintains the exclusive authority to designate employees with the acceptance of the employee at its sole discretion and will not be subject to the grievance procedure.

## **ARTICLE 8.00 OVERTIME**

- 8.01** Where an employee is required to work in excess of a full shift, all such work shall

be considered overtime and shall be paid at one and one-half times (1 ½ x) his regular hourly rate of pay for each overtime hour worked. Overtime worked on a statutory holiday shall be paid at two times (2x) the regular hourly rate of pay.

- 8.02** Part-time employees shall only be paid overtime rates if the hours worked are in excess of the hours for a full-time position as specified in Articles 6.01 and 6.02.
- 8.03** All overtime must be authorized by supervisory personnel as designated by the County prior to the overtime hours worked. Payment for overtime will not be made if such authorization has not been granted.
- 8.04** An employee shall not be required by the County to lay-off during regular hours to equalize any overtime worked. An employee and the County may mutually agree to the employee receiving equal time off in lieu of the payment of overtime pay with such time off to be taken at a time mutually agreeable to the employee and the County.
- 8.05** An employee shall continue to receive the overtime rate after each shift until a break of eight (8) consecutive hours occurs.

**8.06** Standby Pay:

All employees, other than Patrol Operators and Utility Employees, when scheduled to be on standby, shall be paid an amount of twenty-five dollars (\$25.00) per day, exclusive of any regular or overtime wages they may be entitled to.

**8.07** Utility On-Call Rates:

All Utility Employees when scheduled to be on call shall be paid an amount of thirty dollars (\$30.00) per day exclusive of any regular or overtime wages they may be entitled to.

**ARTICLE 9.00 STATUTORY HOLIDAYS**

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

- |                      |                               |
|----------------------|-------------------------------|
| New Year's Day       | Labour Day                    |
| Family Day           | Thanksgiving Day              |
| Good Friday          | Remembrance Day               |
| Victoria Day         | Half day before Christmas Day |
| Canada Day           | Christmas Day                 |
| August Civic Holiday | Boxing Day                    |

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

- 9.02** All salaried employees within the scope of this Collective Agreement, shall receive

the recognized statutory holidays for which they are eligible with pay provided they are available for work in accordance with their regular hours of work preceding and following the designated day for observance of the holiday or on approved leave for a period of ten (10) working days or less duration.

- 9.03** All hourly-rated employees, shall, in lieu of statutory holidays, be paid holiday pay at the rate of four point six percent (4.6%) of their annual gross regular earnings and such sum shall be paid monthly to such employees.
- 9.04** Where the County designates a day off in lieu of the actual statutory holiday for the majority of its employees, salaried employees may be allowed off on such day. In the event, that this conflicts with the County work schedule, the employee shall be allowed a day off in lieu of the statutory holiday at a time specified by the County.
- 9.05** Employees will be eligible for statutory holiday or holiday pay immediately upon hire.

#### **ARTICLE 10.00 ANNUAL VACATION LEAVE**

- 10.01** Permanent employees shall receive an annual vacation with pay in accordance with their seniority date as follows:
  - (a) one (1) to seven (7) years of service - three (3) weeks
  - (b) eight (8) to fourteen (14) years of service - four (4) weeks
  - (c) fifteen (15) to nineteen (19) years of service - five (5) weeks
  - (d) twenty (20) years or more of service - six (6) weeks

NOTE: Payroll will calculate as follows

- (a) first (1st) thru seventh (7th) years of service - three (3) weeks
- (b) Eighth (8th) thru fourteenth (14th) years of service – four (4) weeks
- (c) Fifteenth (15th) thru nineteenth (19th) years of service – five (5) weeks
- (d) Twentieth (20th) or more years of service – six (6) weeks

(Three (3) weeks of vacation entitlement will be paid at six percent (6%), four (4) weeks of vacation entitlement will be paid at eight percent (8%), five (5) weeks of vacation entitlement will be paid at ten percent (10%) and six (6) weeks of vacation entitlement will be paid at twelve percent (12%).)

- 10.02** A permanent employee's length of service shall be calculated according to the employee's seniority date.
- 10.03** Salaried employees with less than one (1) year of continuous service shall receive a vacation or money in lieu thereof in proportion to their service based upon one (1) year of continuous service entitling an employee to three (3) weeks' vacation.
- 10.04** Hourly-rated employees shall, in lieu of a vacation, be paid vacation pay at a percentage (six percent (6%), eight percent (8%), ten percent (10%) or twelve

percent (12%) as the case may be) of their gross regular earnings and such payment shall be made at the end of each calendar year or earlier if requested by the employee. If the employee is requesting payment for accrued vacation pay, they must give two (2) weeks written notice, prior to the pay day, to the payroll department with a copy to go to their supervisor.

Casual, seasonal, and temporary employees shall be paid six percent (6%) vacation pay.

- 10.05** If a recognized statutory holiday falls or is observed during an employee's vacation period he shall be allowed an additional vacation day with pay immediately following his vacation period or an additional day of vacation on some other day if mutually agreed to between the employee and his supervisor.
- 10.06** Vacation pay for each week of vacation for salaried employees shall be at the regular rate of pay.
- 10.07** Vacation entitlement shall be determined by the employee's seniority date and the length of service of an employee shall be calculated from that point in time.
- 10.08** Employees who are separated from employment with the County shall receive payment for the vacation to which they are entitled in accordance with the terms of this Collective Agreement.
- 10.09** Vacation schedules shall be posted by April 30th of each year and insofar as the efficient operation of a department will permit, an employee shall have the right to choose his period of vacation according to seniority. If, in the opinion of the head of the department, the period of vacation leave chosen by an employee conflicts or interferes with the efficient operation of the department, the department head shall give notice to the employee and have the employee choose an alternate vacation period acceptable to the department head. In the event that the employee does not choose an alternative period acceptable to the department head, the department head shall assign the vacation period.
- 10.10** An employee shall be entitled to receive his vacation in an unbroken period except where his vacation entitlement is in excess of three (3) weeks. In such a case, the employee's vacation entitlement may be taken in an unbroken period only with the approval of the County.
- 10.11** All employees shall take vacation leave in the same year in which the vacation entitlement falls, except as otherwise permitted in writing by the County.
- 10.12** An employee who has been on leave of absence or sick leave without pay for thirty (30) or more consecutive calendar days, except where the leave is for the purpose of attending a training course, shall, for the year in which the absence occurs, earn annual vacation with pay proportionate to the number of months that the employee worked with pay in the service of the County.

## **ARTICLE 11.00 LEAVE OF ABSENCE**

- 11.01** Leave of absence may be granted with or without pay at the discretion of the County to an employee.
- 11.02** The County shall grant leave of absence to employees representing the Union in accordance with the following provisions:
- (a) In the event that an employee is elected or appointed to the negotiating committee for the Union, he shall be granted leave with pay for the purpose of attending joint collective bargaining meetings (excluding conciliation, mediation or binding arbitration) in the establishment of a new Collective Agreement. It is understood that no more than two (2) employees will be granted leave for the purpose of attending the said meetings.
  - (b) If an accredited representative of the Union is required to meet with County representatives, or attend a hearing to discuss a grievance during working hours, he shall be granted leave with pay subject to suitable arrangements with his immediate supervisor concerning his own work responsibilities. If the employee who is grieving is required to attend a hearing, he shall be granted leave with pay at his regular rate of pay.
- 11.03** Permanent employees shall be granted leave as necessary, up to a maximum of five (5) regularly scheduled consecutive work days (based on an eight (8) hour day) for current spouse, common law spouse or child and up to a maximum of three (3) regularly scheduled consecutive work days (based on an eight (8) hour day) for parent, mother-in-law, father-in-law, grandparent, grandchild, brother, sister, brother-in-law, sister-in-law, foster child and any relative who has been residing in the employee's household and one (1) regularly scheduled workday (based on an eight (8) hour day) for step-mother, step-father, step-brother or step-sister without loss of pay at the regular rate of pay for the purpose of making arrangements for, or attending , a funeral when death occurs in an employee's immediate family. Where the burial occurs outside the province, such leave may also include necessary traveling time, not to exceed two (2) consecutive work days (based on an eight (8) hour day).
- 11.04** An employee shall not suffer any loss of regular wages as a result of serving on a jury or being required to testify in any court proceedings arising from his employment. The employee shall pay over to the County any fees received for jury duty or testifying. The employee shall be compensated for a maximum eight (8) hour/day for any time missed due to jury duty.
- 11.05** Maternity leave without pay and without loss of seniority shall be granted in accordance with the *Employment Standards Code*.
- 11.06** An employee shall use a leave of absence only for or related to the purpose for which it was granted. If a leave of absence is used for any other purpose the

employee shall be deemed to have terminated his employment with the County.

## **ARTICLE 12.00 SICK LEAVE**

- 12.01** When used in this Article the word "disability" shall mean the inability of an employee to perform the regular duties of his position by reason of physical illness or injury which does not qualify for Workers' Compensation or any other income replacement plan.
- 12.02** Permanent and probationary employees shall earn sick leave at the rate of sixteen (16) hours of sick leave for each month employed, up to a maximum accumulation of seven hundred and twenty (720) hours entitlement. Employees shall be deemed to be employed during a calendar month for purposes of sick leave entitlement where the employee has, worked ninety-six (96) hours in the particular calendar month.
- 12.03** (a) An employee shall be paid sick leave only for the number of regular hours the employee would have worked had he not been on sick leave. An employee shall not be paid for any hours he would not have worked due to weather conditions or shortage of work. The number of hours of work will be determined solely by the employee's immediate Director and will not be subject to the grievance procedure. Sick leave hours will not be considered regular hours of work and therefore will not be used in the calculation of overtime.
- (b) If a Patrol Operator is sick, the amount of sick time allocated to that operator will be based on the average regular hours worked by the adjoining operators in that given area. The number of hours worked will be determined solely by the Director of Public Works and will not be subject to the grievance procedures. Sick leave hours will not be considered regular hours of work and therefore will not be used in the calculation of overtime.
- (c) Sick leave hours will not be included in the calculation of overtime.
- 12.04** A deduction shall be made from accumulated sick leave of all hours absent from work as a result of a disability.
- 12.05** Employees shall not be credited with or accumulate sick leave entitlement while on layoff or while on a leave of absence.
- 12.06** An employee may be required to deliver to the County a doctor's certificate proving disability in order to be eligible for sick leave pay. When the disability is for a duration of three (3) days or longer such a medical certificate shall be supplied by the employee to the County. For any disability in excess of two (2) weeks, the County may require further medical certificates as deemed appropriate by the County. Prior to permitting an employee to return to work from an absence due to a disability, the County may require the employee to submit medical proof, satisfactory to the County, of the employee's ability to satisfactorily perform the

regular duties of his position.

- 12.07** Upon request, the County shall advise each employee of the amount of sick leave entitlement accrued to his credit.
- 12.08** An employee shall not be entitled to sick leave only for purposes of attending at a doctor's or dentist's appointment, or any other similar appointment. With the prior permission of the employee's supervisor, an employee may be allowed time off with pay for purposes of such appointments.
- 12.09** The County of Wetaskiwin No. 10 recognizes the need for parents and primary care givers to be able to provide care in the event of illness to family members. As such, permanent employees shall be entitled to utilize four (4) of his/her accumulated sick leave days (based on an eight (8) hour day) for family related illness in any given calendar year. Any unused family related illness shall not be carried forward to the next calendar year.

For the purpose of this Article, a family member shall include:

- Child or legal dependent as defined under the Income Tax Act
- Spouse or spousal equivalent
- Mother or mother-in-law
- Father or father-in-law.

Family related illness shall not include medical and dental appointments, physiotherapy and other related therapies, and travel to and from such appointments unless prior approval is received from the employee's supervisor. Any Family Related Illness Leave shall be deducted from the accumulated sick leave credits. Management may request medical certificates or other related documentation certifying such leave.

Family related illness hours will not be included in the calculation of overtime.

- 12.10** Sick Leave or Family Related Illness will not be granted during any period where an employee is on vacation.

## **ARTICLE 13.00 PENSION AND MEDICAL INSURANCE**

- 13.01** It shall be a condition of employment for all full-time permanent employees to participate in the Local Authorities Pension Plan or its successor Plan. The County and employees shall make contributions in accordance with the provisions of the Plan.
- 13.02** It shall be a condition of employment for all full-time permanent employees to participate in the existing County benefit plans for life insurance, extended health care, disability insurance and dental care. The County reserves the right to change insurance companies provided that the coverage is the same. The County shall forward to the Union, a copy of the benefit plans provided.

- 13.03** Effective January 1st, 2009 the County shall contribute eighty-seven percent (87%) of the premium costs for the County benefit plans.
- 13.04** An employee prevented from performing his regular work with the County on account of an occupational accident that is covered by the Workers' Compensation Act shall, for the period covered by four (4) times his accumulated sick leave entitlement, receive from the County the difference between the amount payable by the Workers' Compensation Board and his regular salary while the employee receives compensation from the Workers' Compensation Board.
- 13.05** The County recognizes that the health and wellness of its employees contributes to the overall productivity and effectiveness of the municipality's functions. The County shall encourage and promote the physical, mental, and emotional health of its employees by reimbursing the cost of wellness-related activities up to two hundred fifty dollars (\$250.00) per year.

Guidelines:

1. The Wellness-Related Activity may be incurred by the employee or a member of the employee's Family Unit.
2. Examples of eligible Wellness-Related Activities are provided below. Other Activities not specifically mentioned may be eligible at the discretion of the Chief Administrative Officer, provided that the Activity meets the intent of this Policy.
3. Wellness-Related Activities may be incurred during an employee's probationary period, but will not be reimbursed until the probationary period has been successfully completed.
4. The Wellness-Related Activity need not be completed in the Benefit Period to be eligible for reimbursement. For example, reimbursement for an Activity that begins in one calendar year and continues into the following calendar year may be claimed in the Benefit Period in which the Activity commences.
5. Reimbursement of eligible Wellness-Related Activities shall not exceed the maximum of the Benefit limit. If the employee receives a refund for an eligible Activity, the refund must be returned to the County unless the employee applies the refund to an approved Wellness-Related Activity within the same Benefit Period.
6. Employees may only carry forward the unused Benefit to the following Benefit Period.

Eligible Wellness-Related Activities:

- a) Any health/wellness expenses not covered, in whole or in part, under the County's health and benefit plans.
- b) Vision Care Expenses
- c) Personal Protective Equipment such as CSA approved work boots.

**ARTICLE 14.00 PROBATION AND TRIAL TERM**

- 14.01** The normal probationary period for new employees engaged in permanently established positions shall be one hundred and twenty (120) days worked with the County, after consulting with the Union, reserving the right where warranted by special circumstances to extend this period a further one hundred and twenty (120) days worked.
- 14.02** In the event that the normal probationary period is extended the employee and the Union shall be advised of the County's reasons.
- 14.03** New employees who do not meet the requirements of the position or for permanent status during the probationary period shall be terminated. There shall not be any right to grieve the termination of a probationary employee.
- 14.04** A permanent employee who has been selected to fill a different permanent position shall have a trial term of one hundred and twenty (120) days worked. The trial term may be extended a further one hundred and twenty (120) days worked where warranted by special circumstances and after consulting with the Union. In the event that the normal trial term is extended the employee and the Union shall be advised of the County's reasons. During the trial term an employee may elect to revert to his former position or may be reverted by the County.
- 14.05** The County shall submit to the Union information respecting all appointments, hirings, lay-offs, transfers, recalls and terminations of employment affecting positions within the bargaining unit.
- 14.06** Casual, seasonal or temporary employees who have been employed by the County for one hundred and twenty (120) days worked within the previous twelve (12) month period shall have the probation period waived if the employee fills a permanent position in the same classification.

**ARTICLE 15.00 SENIORITY**

- 15.01** Until such time an employee received permanent status, he shall not be eligible for seniority standing (including such service prior to certification of the Union).
- 15.02** A temporary transfer from one branch of a department to another branch of the

same department or from one department to another department for a period of less than twelve (12) months, even if such a transfer is outside the jurisdiction of the Union, shall not affect the normal seniority standing of such employee.

**15.03** A list showing the seniority of employees within the jurisdiction of the bargaining unit shall be furnished annually by the County to the Union upon request but not more than once a year.

**15.04** An employee shall not lose seniority rights if he is absent from work because of sickness, accident, layoff, or leave of absence approved by the County. An employee shall lose his seniority and be deemed terminated in the event:

- (a) he is discharged and is not reinstated;
- (b) he resigns;
- (c) he is laid off and fails to report for work within seven (7) working days after being notified to do so. It shall be the responsibility of the employee to keep the County informed of his current address;
- (d) he is laid off for a period in excess of one (1) year;
- (e) he is absent from work for any reason including illness, disability or injury in excess of two (2) years;
- (f) he is dismissed for just cause that is sustained.

#### **ARTICLE 16.00 POSTING AND FILLING VACANCIES**

**16.01** Any vacancy in a permanent position or a newly created permanent position within the scope of this Collective Agreement which is required to be filled must be posted immediately and shall remain posted for a period of five (5) calendar days in all departments having jobs coming within the scope of this Collective Agreement.

**16.02** All job postings shall contain at least the following information: nature of the position, qualifications, required knowledge and education, skills, shift and wage or salary rate.

**16.03** Where the County deems it appropriate to fill the position immediately, a temporary appointment may be made for the duration of the posting procedure.

**16.04** A copy of all postings shall be sent to the Union.

**16.05** All applications shall be addressed to the head of the department in which the vacancy occurs. The department head shall notify the Union of the proposed appointee.

**16.06** The Union agrees that it shall be the exclusive right of the County to determine which person shall be hired, transferred or promoted to fill a vacancy, subject to the County following the procedures specified in this Article 16.00. The County agrees that it will give consideration to existing employees who are qualified for positions that become available.

**16.07** No employee shall be transferred to a position outside the bargaining unit without his consent.

#### **ARTICLE 17.00 LAY-OFFS AND RECALLS**

**17.01** In the event of a lay-off by the County, employees, excepting patrol operators and those employees affected by seasonal lay-offs, shall be laid off within each affected classification in the reverse order of their seniority provided that those remaining have the required knowledge, qualifications, abilities and skills to fill the positions available.

**17.02** Employees, excepting patrol operators and those employees affected by seasonal lay-offs, shall be recalled in the order of their seniority within the affected classification when work becomes available provided that they have the required knowledge, qualifications, abilities and skills to fill the position available.

**17.03** Where an employee is temporarily relieving in a different classification for a period of sixty (60) days or less, or where an employee is temporarily recalled in a different classification for a period of sixty (60) days or less, the employee, for the purposes of determining his lay off and recall rights, shall be deemed to be occupying his normal classification and not the classification in which he is temporarily relieving or to which he has been temporarily recalled.

**17.04** In the event of lay-off or retirement, employees so affected may elect (for a maximum term of twelve (12) months) to continue payment for benefits where the carrier permits. Employees so affected may have the right to continue coverage of benefits through direct payments to the County of the total premium payable.

**17.05** No new employees shall be hired until those laid off who have the required knowledge, qualifications, abilities and skills have been given an opportunity of recall.

#### **ARTICLE 18.00 DISCIPLINE AND TERMINATION OF EMPLOYMENT**

**18.01** A copy of all correspondence pertaining to discipline and termination will be forwarded to the Business Agent of the Union assigned to service the bargaining unit. The Union shall be responsible for notifying the County of the name of the Business Agent assigned.

**18.02** The County shall have the right to warn, demote, discipline, suspend or discharge any employee for sufficient or proper cause, and to apply appropriate discipline. The County agrees to notify the Union of the date and time of the action. The employee shall at the employee's request have a Union representative present at the time a decision is presented to that employee for any discipline. In any event the Union shall be notified forthwith of the reason for the action that led to the discipline.

**18.03** Discipline must be appropriate to the cause and in accordance with the principles of

progressive discipline.

**18.04** Progressive discipline shall normally proceed as follows:

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

Depending on the severity of the circumstances requiring discipline and subject to Article 18.03, the County reserves the right to proceed with whichever above disciplinary action it deems appropriate.

**18.05** Upon written request of the employee, employees and the Business Agent shall be allowed to review, in the presence of Administration, and obtain copies of the portion of the employee's personnel file that is relevant to Article 18.00.

**18.06** Any written documents pertaining to disciplinary action or dismissal shall be removed from the employee's file when such disciplinary action or dismissal has been grieved and determined to be unjustified.

#### **ARTICLE 19.00 CLASSIFICATIONS**

**19.01** The establishment and maintenance of a classification plan covering employees within the jurisdiction of the Union shall be the responsibility of the County. The County may develop classification specifications in accordance with the classification plan and shall provide specifications to the Union as they become available.

**19.02** In the event that a new classification not covered in Appendix "A" is established during the term of this Collective Agreement, the rate of pay shall be subject to negotiations between the County and the Union. If the parties are unable to agree on the rate of pay for the new classification, such dispute may be submitted to grievance and arbitration.

#### **ARTICLE 20.00 GRIEVANCE AND ARBITRATION PROCEDURES**

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

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

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

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

- (a) Individual grievances must be initiated in writing within ten (10) working days of the day of the incident giving rise to the grievance and shall be initiated by the Union or the individual concerned with the department head of the individual concerned. All grievances shall specify the details of the grievance, the article or articles of this Collective Agreement upon which the grievance is based, and the remedy requested.
- (b) The department head shall review the grievance and shall provide the Union and the Griever with a written decision together with the reasons therefore within ten (10) working days from the day that the grievance was initiated.
- (c) If the decision of the department head does not settle the grievance, the Union must within five (5) working days from the day that the decision was received by the Union, appeal the decision in writing to the County Administrator and such appeal shall specify all the details of the grievance including the nature of the grievance, the article or articles of this Collective Agreement upon which the grievance is based, and the remedy requested.
- (d) The County Administrator shall render a written decision on the grievance within ten (10) working days of the day that the grievance was appealed to the County Administrator together with the reasons for his decision.
- (e) If the decision of the County Administrator does not settle the grievance, the Union must within five (5) working days from the day the decision was received by the Union, providing that the grievance has been properly processed in accordance with the grievance procedure, refer the grievance to an arbitration board as hereinafter set out.
- (f) A policy grievance must be initiated in writing by the Union with the County Administrator within fifteen (15) working days from the time of the incident which gives rise to the grievance. The policy grievance shall specify all of the details of the grievance including the nature of the grievance, the article or articles of this Collective Agreement upon which the grievance is based, and the remedy requested. Sections (d) and (e) shall apply to the processing of a policy grievance.
- (g) For the purposes of this Article "working days" shall mean consecutive days exclusive of Saturday or Sunday.

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

**20.05** Time limits in the grievance procedure may be extended by mutual agreement in

writing between the County and the Union.

- 20.06** When a grievance is referred to arbitration under this Collective Agreement, the notice referring the matter to arbitration shall state the name and address of the nominee of the Union. Within seven (7) days thereafter, the County shall advise the Union of the name and address of its nominee to the arbitration board. The two (2) arbitrators shall then select a third person who shall be Chairman of the Arbitration Board.
- 20.07** If the County fails to appoint an arbitrator within the time limit specified, or if the two (2) nominees fail to agree upon a Chairman within seven (7) days of their appointment, the required appointment shall be made by the Minister of Labour upon the request of either party.
- 20.08** The Arbitration Board shall determine its own procedure and shall give all parties the opportunity to present evidence and make representations.
- 20.09** The Arbitration Board shall hear and determine the grievance and shall issue an award in writing and its decision is final and binding upon the County and the Union and upon any employee affected by it. The decision of the majority is the award of the Arbitration Board, but if there is no majority, the decision of the Chairman governs and it is then deemed to be the award of the Board.
- 20.10** Each party to the arbitration shall bear the expense of its respective nominee to the Arbitration Board and the two (2) parties shall bear equally the expenses of the Chairman.
- 20.11** The Arbitration Board, by its decision, shall not alter, amend or change the terms of this Collective Agreement.
- 20.12** The time limits fixed in the arbitration procedure may be extended by the mutual consent of the parties.
- 20.13** By agreement between the County and the Union, a grievance may be referred to a single Arbitrator rather than a three (3) person Arbitration Board as provided in Article 20.06.
- 20.14** In order to provide an orderly and speedy procedure for settling of grievances, the County acknowledges the rights and duties of the Union stewards. The steward, subject to Article 20.15, may assist any employee whom the steward represents in preparing and presenting his grievance in accordance with the grievance procedure.
- 20.15** The County agrees that stewards shall not be hindered with in the performance of their duties while investigating a grievance as provided in this Article. The Union recognizes that each steward is employed by the County and that he will not leave his work during working hours without first obtaining the permission of his supervisor in accordance with Article 11.02(b).

## **ARTICLE 21.00 REPORT FOR DUTY**

**21.01** An employee must notify the direct supervisor of any absenteeism, one (1) hour prior to commencing his/her duties. Notwithstanding Article 18.03, should the employee fail to provide the required notification, the following progressive discipline process shall be followed:

1<sup>st</sup> and 2<sup>nd</sup> Occurrence - A written warning shall be placed on the employee's personnel file.

3<sup>rd</sup> Occurrence - The employee will be suspended for one (1) work day and will not be entitled to any paid remuneration or benefits.

4<sup>th</sup> Occurrence - The employee shall be dismissed unless there are extenuating circumstances that are acceptable to the direct supervisor.

**21.02** Should the employee not report for duty for three (3) consecutive days and has not notified the direct supervisor of the intended absence, with reasons acceptable to the direct supervisor, the direct supervisor will consider the position abandoned and the employee will be terminated.

## **ARTICLE 22.00 GENERAL PROVISIONS**

**22.01** Any new employee employed with the County of Wetaskiwin No. 10 after the date of signing this Collective Agreement must be bondable.

## **ARTICLE 23.00 AMENDMENT AND TERMINATION**

**23.01** This Collective Agreement shall be in full force and effect as of January 1st, 2018 to December 31st, 2020, and from year to year thereafter except as hereinafter provided.

**23.02** Either of the parties hereto may serve notice to commence collective bargaining in writing not less than sixty (60) days or more than one hundred and twenty (120) days prior to the expiration date of this Collective Agreement.

**23.03** If amendment is desired by either party, the existing Collective Agreement shall remain in full force until the process of collective bargaining has been completed or the parties hereto are in a position to conduct a strike vote or a lockout vote, as the case may be, in accordance with the provisions of the *Labour Relations Code*, whichever first occurs. Changes in this Collective Agreement agreed upon by the parties hereto, however, may be made at any time, provided that such changes are properly reduced to writing and executed by authorized representatives of the parties to this Collective Agreement.

Signed this 2<sup>nd</sup> day of February, 2018

**COUNTY OF WETASKIWIN**

[Redacted Signature]

**Kathy Roovackers, Reeve**

[Redacted Signature]

**Rod Hawken  
Acting Chief Administrative  
Officer**

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

[Redacted Signature]

**Chris Flett, Business Manager**

[Redacted Signature]

**Mike Bourgeois, President**

<b>Appendix "A" Wage Schedule</b>			
<b>Effective January 1, 2018</b>			
	<b>COLA - 0.5%</b>		
	<b>Level 1 @ 90%</b>	<b>Level 2 @ 95%</b>	<b>Level 3</b>
Sprayer	\$24.81	\$26.19	\$27.57
Beaver Control 1	\$21.76	\$22.97	\$24.18
Beaver Control 2	\$20.70	\$21.86	\$23.00
Transfer Site	\$21.81	\$23.01	\$24.23
Utility Operator	\$27.52	\$29.04	\$30.57
Equip Operator/Patrol Operator	\$30.93	\$32.65	\$34.37
Truck Driver Class 3/Light Equipment Operator/ Arena Operator 2	\$26.79	\$28.28	\$29.77
Truck Driver Class 1 / Costing Technician	\$30.04	\$31.71	\$33.38
Spray Truck Driver/Weed Inspector/ Arena Operator 1, Shop Hand	\$22.13	\$23.37	\$24.59
Labourer	\$20.22	\$21.35	\$22.47
Heavy Duty Mechanic	\$78,738.12	\$83,112.45	\$87,486.80
Automotive Mechanic	\$78,738.12	\$83,112.45	\$87,486.80
Welder	\$61,896.04	\$65,334.71	\$68,773.38

<b>Appendix "A" Wage Schedule</b>			
<b>Effective January 1, 2019</b>			
	<b>COLA - 1%</b>		
	<b>Level 1 @ 90%</b>	<b>Level 2 @ 95%</b>	<b>Level 3</b>
Sprayer	\$25.06	\$26.45	\$27.85
Beaver Control 1	\$21.98	\$23.20	\$24.42
Beaver Control 2	\$20.91	\$22.08	\$23.23
Transfer Site	\$22.03	\$23.24	\$24.47
Utility Operator	\$27.80	\$29.33	\$30.88
Equip Operator/Patrol Operator	\$31.24	\$32.98	\$34.71
Truck Driver Class 3/Light Equipment Operator/ Arena Operator 2	\$27.06	\$28.56	\$30.07
Truck Driver Class 1 / Costing Technician	\$30.34	\$32.03	\$33.71
Spray Truck Driver/Weed Inspector/ Arena Operator 1, Shop Hand	\$22.35	\$23.60	\$24.84
Labourer	\$20.42	\$21.56	\$22.69
Heavy Duty Mechanic	\$79,525.50	\$83,943.57	\$88,361.67
Automotive Mechanic	\$79,525.50	\$83,943.57	\$88,361.67
Welder	\$62,515.00	\$65,988.06	\$69,461.11

	<b>COLA @ 1.50%</b>		
	Level 1 @ 90%	Level 2 @ 95%	Level 3
Sprayer	\$25.44	\$26.85	\$28.27
Beaver Control 1	\$22.31	\$23.55	\$24.79
Beaver Control 2	\$21.22	\$22.41	\$23.58
Transfer Site	\$22.36	\$23.59	\$24.84
Utility Operator	\$28.22	\$29.77	\$31.34
Equip Operator/Patrol Operator	\$31.71	\$33.47	\$35.23
Truck Driver Class 3/Light Equipment Operator/ Arena Operator 2	\$27.47	\$28.99	\$30.52
Truck Driver Class 1 / Costing Technician	\$30.80	\$32.51	\$34.22
Spray Truck Driver/Weed Inspector/ Arena Operator 1, Shop Hand	\$22.69	\$23.95	\$25.21
Labourer	\$20.73	\$21.88	\$23.03
Heavy Duty Mechanic	\$80,718.38	\$85,202.72	\$89,687.10
Automotive Mechanic	\$80,718.38	\$85,202.72	\$89,687.10
Welder	\$63,452.73	\$66,977.88	\$70,155.72

## **CLASSIFICATION CLARIFICATION**

### **Equipment Operator**

Crawler Tractor  
 Motor Scrapers  
 Excavators  
 Loaders  
 Loader Backhoe  
 Graders  
 Rock Trucks  
 Other Heavy Equipment

### **Truck Driver – Class 1**

Tandem Trucks with pup  
 Solid Waste Transfer Truck

### **Truck Driver Class 3 / Light Equipment Operator/Arena Operator 2**

Skid Steer (with or without attachments)  
 Packer  
 Tractor (with or without attachments)  
 Steamer Truck  
 Wood Chipper  
 Mower Operator  
 Zamboni Operator

Trucks requiring a Class 3 for the purpose of local road maintenance, construction and waste management duties.

**Notes:**

1. Apprentices may be paid at the percentage of journeyman rates, for the applicable trade, prescribed by provincial legislation.
2. Where any employee has previous related experience, he may be allowed the permanent rate of pay, as determined by the County, prior to the expiration of his probationary period.
3. Employees whose existing rate of pay is greater than the rate set out above shall be "red circled" and shall not suffer any loss of their normal pay rates during the term of this Collective Agreement as a result of the schedule of wages set out above.
4. Permanent Patrol Operators who are not on layoff shall receive a minimum guarantee of gross earnings per month for standby pay for the months November to March inclusive as follows:

Guaranteed gross earnings will equal the hourly rate of Patrol Operators X one hundred and ten (110) hours for each of the years agreed effective January 1st of each year.

The intent of Standby Pay is for the employee to be available for work in order to receive Standby Pay. If the employee is sick, the employee will be entitled to pay under Article 12.00 (Sick Leave), and the Standby Pay will be reduced proportionately. If an employee is on vacation, they shall not be entitled to Standby Pay for the period of vacation.

**Example #1:**

An employee has booked a vacation of one (1) week (five (5) days) (based on an eight (8) hour day) during the standby period. Since the employee has been compensated for the vacation, then the Standby Pay will be reduced by five (5) days.

**Example #2:**

An employee is sick for one (1) week (five (5) days) (based on an eight (8) hour day) during the standby pay period. During that period, the Patrol Operators adjacent to him were not required to work. The employee's standby pay will be reduced by five (5) days (based on an eight (8) hour day) and they will receive no compensation for the sick leave, nor will any time be deducted from the accumulated sick days.

**Example #3:**

An employee is sick for one (1) week (five (5) days) (based on an eight (8)

hour day) during the standby period. During that period, the patrol operators adjacent to him were required to work and the average of their hours was nine (9) hours per day. The employee's standby pay will be reduced by five (5) days (based on an eight (8) hour day) and they will receive compensation for five (5) days at nine (9) hours per day sick leave, and their accumulated sick days will be reduced by five (5) days (based on an eight (8) hour day).

5. Temporary employees, other than trainees, shall be paid at the job rate.
6. The County of Wetaskiwin will provide the Mechanic's tool insurance coverage values as appraised by the County's insurance company, with the Mechanics responsible for two hundred and fifty dollar (\$250.00) deductible.
7. Grid - Level 1 of the grid represents ninety percent (90%) of Level 3, and Level 2 represents ninety-five percent (95%) of Level 3.
8. Grid Movement - Probationary employees will be compensated at Level 1 of the grid. Where a probationary employee has previous related experience he may be allowed movement on the grid to Level 2 or Level 3, as determined by the County, prior to the expiration of the Probationary period. Temporary and Seasonal employees shall be compensated at Level 1, Level 2, or Level 3 of the grid dependent on their experience. Permanent employees shall be eligible to move from Level 2 to Level 3 after twelve (12) months from the employee's seniority date.

The intent of Note 8 is to grandfather all employees who were employed by the County of Wetaskiwin for a minimum of five (5) consecutive years inclusive into Level 3 of the grid unless there was a break in service, exceeding twelve (12) months.

**LETTER OF UNDERSTANDING**  
**Between**  
**THE COUNTY OF WETASKIWIN NO. 10,**  
**a Municipal Corporation**  
**And**  
**INTERNATIONAL UNION OF OPERATING ENGINEERS,**  
**LOCAL UNION NO. 955**

The County and the Union agree that:

1. For the purpose of Article 12.00, all hours claimed as sick time for all employees will not be used in calculating overtime. Sick time will not be considered as regular hours of work.
2. Patrol Operators
  - i. During the standby period, a Patrol Operator who provides a doctor's note will receive sick time of eight (8) hours per day up to the allotted standby time of one hundred and ten (110) hours. At no time will a Patrol Operator be paid more than one hundred and ten (110) hours sick time per month, nor will the combined standby hours and sick leave hours exceed one hundred and ten (110) hours per month unless the adjacent operators all exceed the standby hours. In that case, the disabled employee will be paid sick leave based on the hours of the adjacent operator that worked the least number of hours. For example, if employee "A" works one hundred and twenty (120) hours (paid ten (10) hours over standby) and employee "B" works one hundred and sixty (160) regular hours (paid fifty (50) hours over standby), then the disabled employee will be compensated for a total of one hundred and twenty (120) sick hours. Overtime hours of adjacent operators will not be used to compensate the disabled employee. The maximum number of sick leave hours will not exceed one hundred and ninety-one (191) hours/month regardless of the number of hours an adjacent operator works.
  - ii. During the standby period, a Patrol Operator who does not provide a doctor's note will be paid sick leave based on Article 12.03 (b).
  - iii. The employee's sick time will be reduced in accordance to Article 12.04 and not considered standby pay.
  - iv. If an adjacent Patrol Operator position is vacant, that position will not be used in the calculation of eligible hours for sick leave. Further, if an adjacent operator is being paid sick leave, those hours will not be used in the calculation of eligible hours for adjacent operators for sick

leave and the position will be considered vacant. However, if there is a relief operator with the adjacent beat, those hours may be used in the calculation.

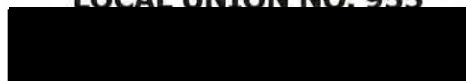
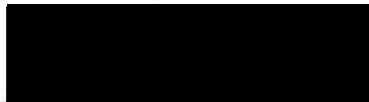
- v. The first sentence of examples No. 2 and No. 3 of the Letter of Understanding Re: Standby will be amended to read - "... during the standby pay period without providing a doctor's note." Although the intent of the letter is to clarify how sick leave and standby interrelate, it should be noted that in accordance with Article 12.06, the employee would be required to provide a doctor's certificate after three (3) days and section (i) of this letter would then apply.

3. This letter will be in effect as of January 1, 2015 if ratified by both parties.

**Signed this 16th day of December, 2014**

**COUNTY OF WETASKIWIN**

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



Kathy Rooyackers  
Reeve

Bruce Moffatt, Business Manager



Frank Coutney  
Chief Administrative Officer

Victor Banfield, Treasurer