

**COLLECTIVE AGREEMENT**

**between**

**TOWN OF STONY PLAIN**



**and**

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



Expiry Date: January 1, 2018 to December 31, 2020

## TABLE OF CONTENTS

	Page
1. DEFINITIONS .....	1
2. SCOPE .....	3
3. MANAGEMENT RIGHTS .....	3
4. UNION RECOGNITION AND NEGOTIATION.....	3
5. LABOUR MANAGEMENT AND JOINT WORKSITE HEALTH AND SAFETY COMMITTEE.....	5
6. HOURS OF WORK .....	6
7. WAGES.....	8
8. PREMIUM PAY .....	9
9. NAMED HOLIDAYS .....	11
10. ANNUAL VACATION LEAVE .....	14
11. LEAVE OF ABSENCE.....	16
12. SICK LEAVE AND BENEFITS .....	17
13. SENIORITY.....	18
14. PROBATION PERIOD .....	19
15. LAYOFFS AND RECALLS .....	19
16. POSTING AND FILLING VACANCIES.....	20
17. CLASSIFICATIONS .....	21
18. GRIEVANCE AND ARBITRATION PROCEDURES .....	21
19. GENERAL PROVISIONS .....	24
20. AMENDMENT AND TERMINATION .....	25
21. GENERAL.....	26
SCHEDULE A – WAGE RATES.....	27
LETTER OF UNDERSTANDING .....	30

**COLLECTIVE AGREEMENT**

**BETWEEN:**

**THE TOWN OF STONY PLAIN  
(hereinafter referred to as "the Town")**

**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 Town and the Union and to provide an amicable method of settling disputes;
2. To recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions and employment;
3. To encourage efficiency in operations; and
4. To promote the morale and well-being of the 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 Town and the Union each agree with the other as follows:

**1. DEFINITIONS**

- 1.1 Classification - "Classification" shall mean a job set out in Schedule "A". The duties and qualifications for each classification shall be determined solely by the Town. Nothing in this Collective Agreement shall be construed as preventing the Town from requiring an employee in one classification to perform some or all of the duties of the other classifications on a temporary basis without change in pay or benefits, subject to Clause 8.7.

- 1.2 Call-out - "Call-out" shall mean when an employee other than a casual employee is called to work outside their regular hours of work, when they are not at work.
- 1.3 On-call - "On-call, shall mean an employee who is designated by the Town to receive and respond to emergency alarms and telephone calls outside the hours of 8:00 am and 4:30 pm Monday to Friday.
- 1.4 Employee - "Employee" shall mean a person employed by the Town and who is covered by this Collective Agreement.
- 1.5 Interpretations - In this Collective Agreement, unless otherwise required by the context, all words in the singular shall include the plural and all words in the plural shall include the singular; words of masculine gender shall include the feminine and vice versa.
- 1.6 Permanent Full Time Employee - A permanent full time employee is an employee who has successfully completed the probationary period and is occupying a permanent full time position subject to the full-time schedule of normal working hours.
- 1.7 Permanent Part Time Employee - A permanent part time employee is an employee who has successfully completed the probationary period and is occupying a permanent part time position that has been assigned working hours that are less than the regular working hours specified for a permanent full time position.
- 1.8 Temporary Employee - A temporary employee is an employee who is hired for a specified period of time filling in for a permanent position due to the absence of the incumbent or for a specific project to a maximum of twelve (12) months. The temporary employee's hours of work may be full time or part time, and the term of employment may be extended for an additional period of time with the agreement of the Union.
- 1.9 Seasonal Employee - A seasonal employee is employed for the purpose of additional staffing for a specified area dependent on seasonal working conditions for a set period of time, which will have a pre-determined start and end date. The seasonal employee's hours of work may be full time or part time, and the term of employment may be extended for an additional period of time with the agreement of the Union.
- 1.10 Probationary Employee - A probationary employee is an employee serving a probationary period of employment.
- 1.11 Casual Employee - A casual employee is an employee who is hired for a periodic assignment to provide holiday, sick, workload, event support, or other approved relief on an as needed basis. The casual employee's hours of work are not regularly scheduled.

- 1.12 Regular Hours of Work - "Regular hours of work" shall mean the daily hours of work assigned to an employee exclusive of overtime, subject to Clause 6.1.

## **2. SCOPE**

- 2.1 The Town recognizes the International Union of Operating Engineers, Local Union No. 955 as the sole and exclusive bargaining agent for the employees of the Town of Stony Plain who are covered by the Alberta Labour Relations Board Certificate No. 219 – 98, excepting for those persons employed as Community Peace Officers, office and clerical personnel, Handi Bus drivers, and those employed at the Town of Stony Plain Golf Course.

## **3. MANAGEMENT RIGHTS**

### **3.1 Management Rights**

The Union recognizes that it is the right of the Town to exercise the usual and customary rights of Management. Such managerial rights include the right of the Town to manage its business, direct the work forces, make rules and regulations and the right to hire, dismiss, lay-off, transfer, and reclassify any employee. Any suspension, discharge or discipline will be for just cause following the steps of progressive discipline outlined in the Stony Plain People Policy. Such management rights are subject to this Collective Agreement. The questions of whether any management rights are limited by this Collective Agreement shall be decided through the grievance and arbitration procedure.

## **4. UNION RECOGNITION AND NEGOTIATION**

- 4.1 The Town recognizes the Union as the sole bargaining agent for those employees covered by this Collective Agreement.
- 4.2 The Town 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.
- 4.3 The Union will supply the Town with the names and addresses of its officers and the Town will supply the Union with a list of its management staff with whom the Union may be required to transact business.
- 4.4 The Town 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 Town. In all instances, such deductions shall be forwarded to the Union not later than the fifteenth (15<sup>th</sup>) day of the month following, accompanied by a list of names of those

employees from whose wages deductions have been made. The Union agrees to save harmless and indemnify the Town against any claim or action arising as a result of this Article.

Where the Union indicates an alteration of the dues structure required, the Union shall provide written notice to the Town of the alterations desired not less than thirty (30) calendar days prior to the implementation date.

- 4.5 The Union shall supply to the Town copies of this Collective Agreement, which the Town shall make available to each employee within the bargaining unit within thirty (30) days of signing of this Collective Agreement. All new bargaining unit members shall be supplied with one (1) of these copies when they are hired.
- 4.6 The Town shall provide a bulletin board in the Public Works coffee room for the purpose of posting information related to Union activities. Notices other than Union Meeting Notices, shall be approved by the Manager of Operations or the designate prior to posting.
- 4.7 The Union shall select two (2) of its members, one (1) from Facilities Operations and one (1) from Public Works Operations, who shall be recognized as shop stewards. The shop stewards shall be treated impartially and fairly. The shop stewards shall be allowed a reasonable amount of time, subject to approval by the employee's immediate supervisor and by the Manager of Operations in advance and to operational requirements, during working hours to perform the work of the Union, without loss of pay or benefits. The shop stewards shall not abuse this privilege.
- 4.8
  - a) In the event that an employee is elected or appointed to the negotiating committee for the Union, the employee shall, subject to operational requirements, be granted leave for the purpose of attending joint collective bargaining meetings in the establishment of a new Collective Agreement. It is understood that up to three (3) employees two (2) being the shop stewards) will be granted leave for the purpose of attending the said meetings on behalf of the Union and that the Town Manager will be advised in writing of the elected or appointed employees.
  - b) The cost of wages and benefits for employees involved in the above mentioned activities shall be borne by the Union.
- 4.9 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 Town Manager and the Union Business Agent.

- 4.10 The Town agrees that a duly accredited officer of the Union, or Business Agent, shall be admitted to the Town's premises provided permission is obtained from the Manager of Operations. Such permission will not be unreasonably withheld.
- 4.11 A hard copy of Minutes of all Council Meetings, which are posted on the Town of Stony Plain website, shall be provided to any employee upon written request.

**5. LABOUR MANAGEMENT AND JOINT WORKSITE HEALTH AND SAFETY COMMITTEE**

**5.1 Labour Management Committee**

- 5.1.1 The Labour Management Committee consisting of three (3) representatives of the Union and two (2) representatives of the Town shall enjoy the full support of both parties to this Collective Agreement in the interests of amicable resolution of the concerns of either party.
- 5.1.2 The Labour Management Committee shall 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 Town for approval.
- 5.1.3 Matters of concern to the Town or Union may be forwarded to the Labour Management Committee by either party to this Collective Agreement for discussion and recommendations as to the resolution of the problem.
- 5.1.4 The Committee shall not have jurisdiction over wages, or any other matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any other committee of the Union or the Town and does not have the power to bind either the Union or its members or the Town to any decisions or conclusions reached in their discussions and conclusions.

**5.2 Joint Worksite Health and Safety Committee**

- 5.2.1 There shall be a Joint Worksite Health and Safety Committee with management and employee members.
- 5.2.2 The Safety Manual as developed by the Joint Worksite Health and Safety Committee and endorsed by Council and from time to time amended, has the full support of both parties to this Collective Agreement.

- 5.3 Employees serving on the Labour Management Committee or the Joint Worksite Health and Safety Committee shall incur no loss of pay or benefits for time spent attending Town initiated meetings of these committees.

## 6. HOURS OF WORK

### 6.1 a) Parks, Roads, Utilities, Facility Operations and Sports Field

The regular or normal hours of work for employees working in these areas shall consist of eight (8) consecutive hours between 6:00 a.m. and 4:30 p.m. or forty (40) hours in the week Monday to Friday inclusive, exclusive of an unpaid lunch break of at least one-half ( $\frac{1}{2}$ ) hour per day.

### b) Snow Removal

When the Town requires employees to perform snow removal activities, the regular or normal hours of work for employees involved in this work, shall be amended to eight (8) consecutive hours in a day, or forty (40) hours in the week Monday to Friday, exclusive of an unpaid lunch break of at least one-half ( $\frac{1}{2}$ ) hour per day.

### c) Facilities

Employees working in an Arena may be scheduled to work flexible work week shifts of up to ten (10) consecutive hours per day, between the hours of 6:00 a.m. and 1:00 a.m. The regular or normal hours of work for arena employees shall not exceed eighty (80) hours per pay period. The arena employees shall be provided with a schedule of work a minimum of four (4) weeks in advance.

### d) Outdoor Rinks

For employees working in an Outdoor Rink, the regular or normal hours of work are up to eight (8) consecutive hours in a day, exclusive of an unpaid meal break of at least one-half ( $\frac{1}{2}$ ) hour per day, between 8:00 am and 12:00 midnight or forty (40) hours in a week Monday to Sunday. Employees working in an Outdoor Rink shall be provided with a schedule of shifts in a week Monday to Sunday, based on operational requirements, i.e. weather conditions, or availability of seasonal staff.

### e) Recycle Center

For employees working in a Recycle Center, the regular or normal hours of work are up to eight (8) hours in a day, exclusive of an unpaid meal break of at least one-half ( $\frac{1}{2}$ ) hour per day, between 8:00 am and 9:00 p.m. or forty (40) hours in a week Monday to Sunday. Employees working in a Recycle Center shall, a minimum

of four (4) weeks in advance, be provided with a schedule of work that consists of shifts in a week Monday to Sunday.

f) Schedules of Work

Upon mutual agreement within each functional area, hours of work and days of work may be amended to ten (10) hours per day at four (4) days a week, Monday to Friday during the summer months May 1- August 31 before overtime is applicable.

Where the above Clauses refer to the provision of a schedule of work a minimum of four (4) weeks in advance, it is understood that employee vacation requests or absences may require changes to posted schedules of work on shorter notice. In any case two (2) days written notice will be required for any regular shift change with the exception for snow removal needs, twelve (12) hours' notice would be required. When proper notice is not given, the employee's first shift shall be paid overtime rates.

- g) Employees may receive last minute notice for shift change in the case of an emergency. Emergent Operational Issues may be defined as unforeseen circumstances, events, or emergencies resulting in limited or no ability to schedule or plan for the necessary work.

- 6.2 An employee required to report to a different location during the employee's regular hours of work or shift shall do so without any loss of pay. An employee who is asked to report to work outside Town limits shall be paid travel time from the Public Works Shop at the employee's normal rate of pay.
- 6.3 Where it is practicable for the Town to do so, employees covered by this Collective Agreement shall be permitted a rest period of fifteen (15) consecutive minutes for a scheduled work shift of three (3) to five (5) hours and a second rest period of fifteen (15) consecutive minutes for a scheduled work shift longer than five (5) hours. All rest periods shall be taken at the jobsite. Rest periods shall be combined to a thirty (30) minute paid break from May 1 – August 31 in each functional area in 2018. As of September 1, 2018, and with mutual agreement in each functional area, rest periods may be combined to a thirty (30) minute paid break.
- 6.4 No employee shall exchange, substitute or change assigned schedules or any part thereof with another employee without the prior approval of the Manager of Operations. No overtime or other premium rates shall be incurred by the Town as a result of the operation of this Clause.
- 6.5 The Town reserves the right to establish shifts for employees within the scope of this Collective Agreement.

## 7. WAGES

- 7.1 The rates of pay as set out in Schedule "A" (Wage Rates) to this Collective Agreement shall apply during the term of this Collective Agreement.
- 7.2 Employees shall be paid bi-weekly.
- 7.3 a) (i) Employees shall be paid at the rate of time and one-half (1½x) for all hours worked at the direction of the Town in excess of the full time regular hours of work described in Clause 6.1, or, in the case of employees working full time regular hours of work, on their scheduled days off.
- (ii) Part time employees are required to work the full time regular hours of work for a day or in the week before overtime is paid.
- (iii) Vacation time, time in lieu of overtime and approved sick leave shall be considered as time worked for the purpose of computing overtime.
- b) Overtime may be paid or accumulated at a rate of one and one-half times (1½x) the regular rate of pay.
- c) Employees will have an option of payment of overtime or may bank up to a maximum of eighty (80) hours of accumulated overtime in one (1) calendar year (January 1 - December 31). Should an employee have their overtime bank at their maximum of eighty (80) hours, all overtime from this point will be paid out. Banked time that is taken off in lieu of overtime shall be by mutual agreement between the employee and the Manager of Operations or designate.
- d) Time off in lieu of overtime will not be accumulated past the calendar year.
- e) Time off in lieu of overtime will be paid out, if it is not taken by the end of the year.
- 7.4 Scheduled overtime shall be assigned to eligible employees on seniority-first basis within the specific crew and within the first twenty-four (24) hours of posting by the Managers of Operations - Public Works and/or Facilities, provided they have the required knowledge and skills to perform the tasks at hand.
- 7.5 Pay Period - the two (2) week period ending at 11:59 p.m. Saturday, which is used for calculating an employee's pay. For arena staff whose shifts end at 1:00 a.m. Sunday, the one (1) hour worked from 12 midnight to 1:00 a.m. on Sunday shall be included in the preceding pay period.

## 8. PREMIUM PAY

### 8.1 No Pyramiding of Premium Pay

- a) Except where expressly authorized in this Collective Agreement, there shall be no pyramiding of premium pay under this Collective Agreement.
- b) Where two (2) or more applicable premiums are detected in the calculation of any employee's pay, the employee will receive only one (1) such premium that being the highest of the applicable premiums.
- c) When an employee is working overtime, the one (1) such premium applicable under Clause 8.1 b) will apply, but shall not be used in the calculation of any overtime payment for the employee.

### 8.2 Payment When Assigned to On-Call Duty

- a) When an employee is assigned by the Town to On-Call duty, the employee shall be paid an On-Call payment as follows:  
  
Three hundred and fifty dollars (\$350.00) per week.
- b) Employees assigned by the Town to On-Call duty on a Named Holiday as set out in Clause 9.1, shall be compensated an additional payment of twenty-five dollars (\$25.00) for the Named Holiday day.
- c) For the purposes of this Clause, the week shall be defined as 4:30 pm Thursday to 4:30 pm on the following Thursday. Employees who are on On-Call shall be diligent in their efforts to minimize response times to call-outs with a reasonable target time of thirty (30) minutes. Employees who are required to be on On-Call shall have use of a Town owned vehicle for on-call purposes.
- d) The payments made by the Town to employees under Clause 8.2 shall be in full compensation for the duties of an employee assigned to On-Call duty. Duties include responding to and/or referring of phone calls. Should a call require on site response, Clause 8.3 would apply.
- e) If an employee is called out while assigned to On-Call duty, the employee shall be paid in accordance with either Clause 8.3 or Clause 8.4.
- f) If the Utilities crew drops below five (5) full time employees for a period of greater than six (6) weeks, a premium of two hundred

dollars (\$200.00) shall be added to the weekly On-Call premium to the individual from the Utilities crew who has been assigned On-Call.

### 8.3 Call-outs

All permanent full time, permanent part time, temporary, and seasonal employees shall be subject to call-out.

- a) For the first instance of call-out in a day, an employee called-out for work outside of the employee's normal hours of work shall be paid at the overtime rate for the period of call-out with a minimum payment of two (2) hours pay at the overtime rate.
- b) Where an employee is called out more than once in the same two (2) hour period, the employee shall not receive further pay until the employee's cumulative hours worked on call-out exceed two (2) hours at which point, the employee shall be paid at the overtime rate for all hours worked in excess of two (2) hours in that call-out.
- c) The process set out in Clauses 8.3 a) and b) shall be repeated for any subsequent call-outs under this Clause on the same day.

### 8.4 Reporting Pay

When a seasonal or temporary employee reports for work, either at the direction of the Town or on their regularly scheduled day of work, the employee shall be paid for all hours that the employee is required by the Town to work with a minimum of two (2) hours pay.

### 8.5 Work Performed on a Named Holiday

- a) When an employee is required to work on a Named Holiday specified in this Collective Agreement for which the employee is eligible, the employee shall be paid, or may bank two times (2x) the employee's regular hourly rate of pay for each hour worked.
- b) The premium rates of pay specified in this Article shall apply to the Named Holidays specified in this Collective Agreement and shall be paid only to those employees who work on the actual designated day observed as the Holiday.

### 8.6 Shift Differential

- a) Permanent full time Facilities employees shall receive a shift differential on weekdays of one dollar (\$1.00) per hour for hours worked after 4:30 p.m. and before 8:00 a.m. on weekdays and shall receive a premium of one dollar (\$1.00) per hour worked on

weekends. Worked hours eligible for Weekend premium are from 4:30 pm on a Friday to 8:00 a.m. on the following Monday.

- b) Permanent full time employees assigned to work on snow removal shall receive a shift differential of one dollar (\$1.00) per hour for their entire shift when scheduled before 8:00 am or after 4:30 pm on weekdays and shall receive a premium of one dollar (\$1.00) per hour worked on weekends. Worked hours eligible for Weekend premium are from 4:30 pm on a Friday to 8:00 am on the following Monday.

**8.7 Temporary Assignment to a Higher Paid Position**

- a) When an employee is temporarily assigned to a position under this Collective Agreement that has a higher rate of pay, the employee shall be paid, after the first full shift, an additional one dollar and fifty cents (\$1.50) per hour above the employee's regular rate of pay for each consecutive full shift up to the period of fifteen (15) working days.
- b) When an employee has been assigned for more than fifteen (15) consecutive working days in the temporary assignment, on the sixteenth (16<sup>th</sup>) working day, the employee shall receive the applicable rate of pay for the position.

**8.8 Overtime Scheduled in Advance by the Town**

When the Town schedules an employee in advance to work overtime, the employee will be paid a minimum of one (1) hour for the first hour of overtime worked, or part thereof, at the overtime rate. Beyond the first hour worked, the employee will be paid to the next highest half (½) hour at the overtime rate.

**9. NAMED HOLIDAYS**

- 9.1 The following thirteen (13) days will be designated Named Holidays for all employees:

<b>Holiday</b>	<b>Day Observed</b>
New Year's Day	January 1 <sup>st</sup>
Alberta Family Day	3 <sup>rd</sup> Monday in February
Good Friday	
Easter Monday	
Victoria Day	3 <sup>rd</sup> Monday in May
Canada Day	July 1 <sup>st</sup>

Civic Holiday	1 <sup>st</sup> Monday in August
Labour Day	1 <sup>st</sup> Monday in September
Thanksgiving Day	2 <sup>nd</sup> Monday in October
Remembrance Day	November 11 <sup>th</sup>
Christmas Day	December 25 <sup>th</sup>
Boxing Day	December 26 <sup>th</sup>
Christmas Floater	

and any such day proclaimed a General Holiday by the Municipality or Alberta Provincial Government.

When a Named Holiday falls on Saturday or Sunday the following Monday will be observed as the holiday (with the exception of New Year's Day). When New Year's Day falls on a Saturday, then the preceding Friday December 31<sup>st</sup> shall be observed as the Holiday.

The Christmas Floater Day is designed to allow five (5) consecutive days off at Christmas.

1. If Christmas falls on a Tuesday, Thursday, Friday or Saturday, December 24<sup>th</sup> shall be the Holiday.
  2. If Christmas falls on Monday or Wednesday, December 27<sup>th</sup> shall be the Holiday.
  3. If Christmas falls on Sunday, December 28<sup>th</sup> shall be the Holiday.
- 9.2 Eligibility for Named Holidays shall be administered in accordance with the *Employment Standards Code*.
- 9.3 In the event that the Provincial Government removes Family Day as a Named Holiday, it will no longer be observed as a paid holiday.
- 9.4 Named Holidays and Leave of Absence

When a Named Holiday falls within a period of paid leave (other than vacation) or a non-paid leave, the Named Holiday will be considered as part of that leave and will not be granted again at the end of such leave.

#### 9.5 Named Holidays and Sick Leave

When a day designated as a Named Holiday falls within a period of sick leave where the employee is receiving accumulated sick leave credits, weekly income replacement or long term income replacement, the Named Holiday shall be counted a day of sick leave.

#### 9.6 Named Holidays and Workers' Compensation

When a day designated as a Named Holiday falls within a period of time an employee is eligible to receive Workers' Compensation Benefits, it shall be counted as a day of Worker's Compensation Benefits and under no circumstances shall an employee receive any additional entitlement in respect of that day.

#### 9.7 Conditions Governing Named Holidays

All employees in the bargaining unit shall receive the recognized Named Holidays for which they are eligible with pay, or other days with pay in lieu of such Named Holidays, providing they are available for work in accordance with their regular hours of work preceding, during and following the designated day for observance of the holiday or on approved leave.

#### 9.8 Granting of Day in Lieu

Where the Town designates a day off in lieu of the actual Named Holiday for the majority of its employees; the employees may be allowed off on such day. In the event that this is not possible, the employee may be allowed a day off in lieu of the Named Holiday at a time mutually agreed between the employee, the employee's supervisor, and the Manager of Operations. If such a day cannot be provided, the employee shall receive the employee's regular day's pay at the employee's regular rate of pay in lieu of the Named Holiday.

#### 9.9 Facilities Employees working the Flexible work week schedule

The Town and the Union acknowledge and confirm that, with the exception of those amendments hereinafter specifically detailed, when the extended work day is implemented, (Flexible Work Week) all other Articles of this Collective Agreement shall remain in full force and effect as between the parties.

Employees shall be entitled to a day off with pay for ten (10) hours on or for the following recognized Named Holidays: December 24 (Christmas Floater Day), December 25 and December 26.

Five (5) consecutive days off at Christmas will not be considered under this Clause.

An employee required to work on the designated Named Holiday shall be paid two times (2x) the employee's regular hourly rate of pay for each hour worked.

When a Named Holiday falls on a day that would otherwise be an employee's regularly scheduled day off, the employee shall receive an alternate day off. Where such alternate day off cannot be arranged within thirty (30) days of the Holiday by mutual agreement, the employee shall receive one (1) day's pay at the employee's basic rate in lieu of the Holiday.

## **10. ANNUAL VACATION LEAVE**

10.1 All permanent full time and permanent part time (working scheduled hours of seventeen point five (17.5) per week or more) employees will be eligible for vacation entitlements in accordance with the following schedule:

1. During the first five (5) years of service, accumulate point five seven six nine (.5769) days per pay period. (Fifteen (15) days per year)
2. During the sixth (6<sup>th</sup>) year of service and up to and including the fifteenth (15<sup>th</sup>) year of service, accumulate point seven six nine two (.7692) days per pay period. (Twenty (20) days per year)
3. During the sixteenth (16<sup>th</sup>) year of service and up to and including the twenty-fifth (25<sup>th</sup>) year of service, accumulate point nine six one five (.9615) days per pay period. (Twenty-five (25) days per year)
4. During the twenty-sixth (26<sup>th</sup>) and subsequent years of service, accumulate one point one five three eight (1.1538) days per pay period. (Thirty (30) days per year)
5.
  - a) Vacation accrual for permanent part time employees (working scheduled hours of seventeen point five (17.5) hours per week or more) shall be prorated on the basis of the employee's F.T.E. (Full Time Equivalent).
  - b) Permanent part time employees (working scheduled hours of less than seventeen point five (17.5) hours per week) shall be paid vacation pay percentage of their gross earnings as set out below, and such payments shall be made bi-weekly as follows:
    - i) one (1) to five (5) years of service – six percent (6%).
    - ii) six (6) to fifteen (15) years of service – eight percent (8%).

iii) sixteen (16) years of service or more – ten percent (10%).

10.2 Temporary and seasonal employees shall be paid vacation pay at a percentage of their gross earnings as set out below, and such payments shall be made bi-weekly as follows:

a) one (1) to five (5) years of service – four percent (4%).

b) six (6) to fifteen (15) years of service – six percent (6%).

c) sixteen (16) years of service or more – eight percent (8%).

10.3 If a recognized Named Holiday falls or is observed during an employee's vacation period, the employee shall be allowed an additional vacation day with pay immediately following the employee's vacation period or an additional day of vacation on some other day if mutually agreed to between the employee and the Manager of Operations.

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

10.5 Every effort should be made to have the annual vacation schedule completed, approved and posted by April 1<sup>st</sup> of each year. The annual vacation schedule shall include the subsequent twelve (12) month period ending March 31<sup>st</sup> of the following year. In the event that the employee and the Manager of Operations cannot agree to the scheduling of vacation time, the Manager of Operations shall have the right to assign the vacation period.

Employees under Clause 10.1 will earn vacation entitlements each bi-weekly pay period and may not go into a negative position with vacation entitlements, without prior approval of management.

Except as otherwise authorized in writing, carryover of vacation into the following year shall be requested in writing only if in excess of one-half (½) of annual vacation entitlement.

10.6 All requests for leave shall be made in writing on the Town's "Notification of Leave" form. Requests shall be submitted at least fourteen (14) calendar days prior to the beginning of the leave. The Managers of Operations-Public Works and/or Facilities or designates will respond in writing to the employee's request including electronic submission within five (5) working days.

With fourteen (14) working days or less notice, flexibility will be given for time off based on operational needs as determined by Managers of Operations - Public Works and/or Facilities or designates.

## 11. LEAVE OF ABSENCE

### 11.1 Bereavement Leave

A permanent full time or permanent part time employee shall be granted leave as necessary, up to a maximum of five (5) regularly scheduled consecutive work days, without loss of pay at the employee's regular rate of pay for the purpose of making arrangements for, or attending, a funeral when death occurs in an employee's immediate family, that is, current spouse, common law spouse, parent, parent of spouse, grandparent, grandparent of spouse, grandchild, child, brother, and sister, brother-in-law, sister-in-law, son-in-law and daughter-in-law.

### 11.2 Special Leave

11.2.1 Personal and Family Responsibility Leave - The Town will grant four (4) paid days and one (1) unpaid day annually to all permanent full time and part time employees as Personal and Family Responsibility Leave. Personal and Family Responsibility Leave days do not accumulate from year to year. These days would be used to allow employees to attend to sick children, other sick immediate family members, or to attend dental, physiotherapy, optical or other medical appointments for their immediate family member. (The definition of family members shall be the same as identified under "Bereavement Leave".)

11.2.2 Paternity Leave and Leave to Adopt – The Town will grant two (2) days off with pay at the time of the birth or adoption of the employee's child.

11.3 a) A permanent full time or permanent part time employee shall not suffer any loss of regular wages as a result of serving on a jury or being required to testify in any court proceedings arising from the employee's employment. The employee shall pay over to the Town any fees received for jury duty or testifying.

b) Permanent full time or permanent part time employees shall not suffer any loss of regular wages as a result of responding to an emergency call as a member of the Stony Plain Volunteer Fire Department.

11.4 Maternity Leave shall be granted in accordance with the *Employment Standards Code*.

- 11.5 Leave entitlement for permanent part time (employees working scheduled hours of seventeen point five (17.5) hours or more) shall be prorated based on F.T.E. Permanent part time (employees working less than scheduled hours of seventeen point five (17.5) hours) may have the option to re-schedule any lost time hours as per mutually agreed with the Managers of Operations – Public Works and/or Facilities or designates.

## 12. SICK LEAVE AND BENEFITS

- 12.1 a) Sick Leave means the period of time an eligible employee is absent from work with full pay due to a bonafide sickness, medical appointment(s) and/or injury that does not come under the provisions of the *Workers' Compensation Act*.
- b) Sick Days - Permanent full time or permanent part time employees (employees working scheduled hours of seventeen point five (17.5) hours or more) shall accumulate sick leave credits at a rate of one (1) working day per month and to a maximum of one hundred twenty (120) working days. Sick Leave credit accrual for permanent part time employees (working scheduled hours of seventeen point five (17.5) per week or more) shall be prorated on the basis of the employee's F.T.E. (Full Time Equivalent).
- c) Sick leave credits shall not accumulate during periods of leave of absence with pay (except vacation) in excess of fifteen (15) work days. Sick leave credits shall not accumulate during periods of leave of absence without pay, layoff, or in receipt of benefits under Workers' Compensation.

A doctor's certificate may be required for sick leave absences longer than three (3) days at the Managers of Operations – Public Works and/or Facilities' request. Upon request the Town shall advise each employee of the amount of sick leave entitlement accrued to the employee's credit.

- 12.2 All permanent full time or permanent part time employees working seventeen point five (17.5) hours per week or more shall continue to receive the full benefit plan coverage that they are currently receiving under the Town's Benefit Plan (subject to the eligibility provisions of the Benefit Carrier). Part time employees shall be required to make acceptable arrangements with the Town for the employee portion. The Town shall continue to provide this coverage through the Benefit Plan when the employee is in receipt of paid sick leave credits or WCB. Employees in receipt of WCB shall be required to make acceptable arrangements with the Town for their taxable benefit portion.

- 12.3 The Town shall pay required contributions for all permanent full time or permanent part time (working seventeen point five (17.5) hours per week or more) employees to participate as members in the Local Authorities Pension Plan. Permanent full time employees must enter the LAPP beginning their first (1<sup>st</sup>) day of employment with the Town. Permanent part time (working seventeen point five (17.5) hours per week or more) employees shall have the option to enter the LAPP upon completing one (1) year of employment, and shall be given the option of buying back their service for the first year. The Town and employee contributions shall continue to be paid when employees are in receipt of paid sick leave credits or WCB. Employees shall be required to make acceptable arrangements with the Town for the employee portion while on WCB.
- 12.4 Employees shall, prior to or within thirty (30) minutes of the commencement of their scheduled shift, notify the Managers of Operations – Public Works and/or Facilities or designates that they will be unable to report to work due to sickness.

Employees wrongfully claiming sick leave or abusing the privilege will be subject to disciplinary actions.

Sick leave is a benefit provided to the employee during the time of employment with the Town and therefore ceases to exist and is not paid out upon termination or retirement.

### **13. SENIORITY**

- 13.1 Seniority shall operate on a bargaining unit wide basis. Seniority shall be accrued by permanent full time and permanent part time employees. When an employee becomes eligible to earn seniority, the employee's length of service, from last hire date, (including such service prior to Certification of the Union) shall determine the employee's seniority.
- 13.2 A temporary transfer outside the bargaining unit for a period of less than twelve (12) months shall not affect the seniority standing of such employee.
- 13.3 An employee shall not lose seniority if the employee is absent from work due to sickness, accident, layoff, or leave of absence approved by the Town, subject to Clause 13.4.
- 13.4 An employee shall lose the employee's seniority and be deemed terminated in the event:
- a) The employee is discharged for just cause and is not reinstated.
  - b) The employee resigns or retires.

- c) The employee is absent from work for any reason in excess of nine (9) months.
  - d) The employee fails to return to work following a lay-off within five (5) working days after being notified by registered letter of the employee's recall at the employee's last known address, unless due to sickness or other just cause, notice of which is immediately given to the Town in writing by the employee of the employee's inability to return to work for such reasons. It shall be the responsibility of the employee to keep the Town informed of the employee's current address.
- 13.5 An employee shall not accrue seniority rights while absent from work because of:
- a) When the employee goes on long term income replacement,
  - b) Periods of layoff,
  - c) Leave of absence without pay in excess of thirty (30) days,
  - d) Strikes or Lockouts
- 13.6 The Town shall provide the Union with an updated seniority list of all employees in the bargaining unit once each year, upon request.

#### **14. PROBATION PERIOD**

- 14.1 The normal probationary period for new employees engaged in permanent full time, permanent part time or seasonal jobs shall be ninety (90) calendar days, with the Town reserving the right to extend this period a further ninety (90) days in special circumstances. Benefits will be provided to eligible probationary employees after ninety (90) days.
- 14.2 Probationary employees may be terminated by the Town during the probationary period without recourse to Grievance Procedure or arbitration. The decision of the Town Manager shall be final and binding.
- 14.3 The shop steward shall be notified of all appointments, hirings, lay-offs, transfers and recalls within the bargaining unit.

#### **15. LAYOFFS AND RECALLS**

- 15.1 In the event of layoff as a result of shortage of work, permanent full time or permanent part time employees shall be laid off within each affected department in the reverse order of their seniority, provided that those remaining have the required knowledge, qualifications, abilities and skills to fill the jobs available. The determination of required knowledge, qualifications, abilities, and skills is within the sole discretion of the Town.

- 15.2 Permanent full time or permanent part time employees shall be recalled within each affected department in order of their seniority provided they have the required knowledge, qualifications, abilities and skills to fill the jobs available. The determination of required knowledge, qualifications, abilities and skills is within the sole discretion of the Town. The Union shall be notified whenever a recall occurs.

In the event the Town is unable to contact the employee personally, recall shall be deemed to have been carried out five (5) working days after receipt of a double registered letter to the last known address of the employee as shown on the Town's records, and if returned to the Town, recall shall be deemed to have been carried out.

An employee who does not return from lay-off as required or has been laid off for a period of nine (9) months shall be considered having terminated the employee's employment with the Town.

- 15.3 It shall be the responsibility of the employee to keep the Town informed of the employee's current address.
- 15.4 A permanent full time or permanent part time employee shall not lose, accrue, or have access to sick or vacation credits or the Group Benefits Plan during layoff. Employees shall be paid out their vacation pay (not to exceed the period of layoff) at the employee's request.

## **16. POSTING AND FILLING VACANCIES**

- 16.1 When filling vacancies or a new position, the Town shall consider present employees. The determining factors shall be knowledge, qualifications, ability, and skills together with other relevant attributes to fill the position. Where these factors are deemed relatively equal, seniority shall be the determining factor.
- 16.2 When the Town deems it necessary to fill a vacant position or when a new position is required, the Town shall post notice of the position on the Union bulletin board for a period of five (5) working days. Although the Town will consider internal employees, the Town shall have the right to post externally at the same time, shall it be deemed that Government certification is required and that there is no qualified internal applicants with the required Government certifications. Where the position is required to be filled immediately, a temporary appointment may be made.
- 16.3 When a permanent full time, permanent part time, or seasonal employee is filling a job posting in another position in the bargaining unit, that employee shall serve a ninety (90) day trial period. Conditional upon satisfactory performance, such trial period employment shall become permanent after ninety (90) days. In the event the employee proves unsatisfactory, the

employee shall be returned to the employee's former position and wage rate without loss of seniority.

An employee who is working on a trial period, shall have the right to revert back to the employee's former position within a thirty (30) day period if the employee so desires.

- 16.4 An employee assigned to a position outside the bargaining unit shall serve a ninety (90) day trial period of employment. If the employee does not perform the duties of the employee's new position satisfactorily, the employee shall be returned to the employee's former position and wage rate without loss of seniority. The employee may choose voluntarily to return to the employee's former position, however such choice must be utilized within thirty (30) days of taking up duties in the employee's new position. Should an employee return to the employee's former position, the employee will be paid the employee's former rate of pay and there will be no loss of seniority.

An employee appointed to a position outside the bargaining unit will be considered exempt from the scope of the Collective Agreement and will perform the employee's duties subject to the employment provisions in effect for non-union employees.

## **17. CLASSIFICATIONS**

- 17.1 When a new classification, which falls under the scope of the bargaining unit is established during the term of the Collective Agreement, it shall be subject to negotiations between the Town and the Union. Negotiations shall continue for a maximum of one (1) month. If agreement is not forthcoming, the Town will set the rate of pay and the finalized rate will continue to be negotiated. If the parties are unable to agree on a rate of pay, such dispute may be grieved by the Union in accordance with the grievance procedure, to the Town Manager (Clause 18.3(c)). Upon the final rate of pay being determined, it will be effective on the commencement date within that classification.

## **18. GRIEVANCE AND ARBITRATION PROCEDURES**

- 18.1 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.
- 18.2 Grievances 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.

18.3 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 Managers of Operations – Public Works and/or Facilities of the individual concerned. All grievances shall specify the nature of the grievance, the Clause or Clauses of this Collective Agreement upon which the grievance is based, and the remedy requested.
- b) The Managers of Operations – Public Works and/or Facilities shall meet with the Grievor and the Union, then review the grievance and shall provide the Union and the Grievor with a written decision together with the reasons therefore within ten (10) working days from the day that the grievance was initiated.
- c) If the decision of the Managers of Operations – Public Works and/or Facilities 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 Town Manager and such appeal shall specify the nature of the grievance, the Clause or Clauses of this Collective Agreement upon which the grievance is based, and the remedy requested.
- d) Following a meeting to hear the grievance, the Town Manager shall render a written decision on the grievance within ten (10) working days of the day that the grievance was appealed to the Town Manager together with the reasons for his decision.
- e) If the decision of the Town Manager does not settle the grievance, it may be submitted by mutual agreement to mediation. If mediation is not agreed to within five (5) work days, the dispute shall be processed to Arbitration, as per Clause 18.8.
- f) A policy grievance must be initiated in writing by the Union with the Town Manager within fifteen (15) working days from the time of the incident which gives rise to the grievance. The policy grievance shall specify the nature of the grievance, the Clause or Clauses of this Collective Agreement upon which the grievance is based, and the remedy requested. Clauses (d) and (e) shall apply to the processing of a policy grievance.
- g) For the purposes of this Clause 18.3, “working days” shall mean consecutive days exclusive of Saturday, Sunday or Named Holidays

identified in Article 9. If the employee who is grieving is required by the Town to attend a meeting with the Town during the employee's regular working hours, the employee shall be granted leave with pay at the employee's regular rate of pay.

- 18.4 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.
- 18.5 Where there is a failure, by the Town, to comply with any of the time limits prescribed in the Grievance Procedure, the grievance shall be deemed to have been advanced to the next step.
- 18.6 Time limits in the grievance procedure may be extended by mutual agreement between the Town and the Union, which may be reduced in writing.
- 18.7 Upon mutual agreement that is reduced in writing, the Town and the Union may apply for grievance mediation. This decision rendered by the mediator shall not be binding unless mutually agreed to.
- 18.8 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) working days thereafter, the Town 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.
- 18.9 If the Town fails to appoint a nominee within the time limit specified, or if the two (2) nominees fail to agree upon a chairman within seven (7) working days of their appointment, the required appointment shall be made by the Minister of Labour upon the request of either party.
- 18.10 The arbitration board shall determine its own procedure and shall give all parties the opportunity to present evidence and make representations.
- 18.11 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 Town 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.
- 18.12 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.

- 18.13 The arbitration board, by its decision, shall not alter, amend or change the terms of this Collective Agreement.
- 18.14 The time limits fixed in the arbitration procedure may be extended by the mutual consent of the parties.
- 18.15 By agreement between the Town and the Union, a grievance may be referred to a single arbitrator rather than a three (3) person arbitration board as provided for in this Article.

## **19. GENERAL PROVISIONS**

### **19.1 Coveralls shall be provided annually at no cost to permanent full time / permanent part time employees:**

- a) Mechanics – three (3) pair of coveralls.
- b) Arena – two (2) pair of coveralls OR one (1) pair of coveralls and one (1) arena jacket.
- c) Other permanent full time or permanent part time employees – two (2) pair of coveralls.
- d) Temporary/seasonal/casual employees shall be provided at no cost with one (1) pair of coveralls annually, which will be returned to the Town at the end of employment.
- e) Employees may be eligible, upon approval of the Managers of Operations – Public Works and/or Facilities, for replacement of coveralls or arena jackets during the year, if original coveralls or arena jackets become worn out or damaged.

### **19.2 Work Gloves**

Permanent part time, seasonal and casual employees employed in classifications under this Collective Agreement eligible for work gloves shall be provided work gloves as appropriate for the tasks assigned.

### **19.3 Annual Allowance**

Permanent full time or permanent part time employees who are employed in classifications under this Collective Agreement and eligible for this allowance under this Clause shall receive eight hundred dollars (\$800.00) (a taxable benefit), paid in two (2) equal increments (first pay run of April and September) for the purchase of safety clothing, safety footwear, personal protective equipment (PPE) and specific event clothing needed to perform their duties. Annual amount shall be pro-rated on a new hire

employment start date and on the hours worked for an employee that experienced an extended leave.

1. All employees are responsible for the purchase and use of task appropriate safety clothing.
2. Employees are responsible for the alterations, cleanliness, maintenance and safekeeping of safety clothing and PPE used for completing Town work.
3. New employees shall initially report to work with good condition CSA compliant steel toe work boots purchased at their own expense.
4. Managers of Operations – Public Works and/or Facilities shall provide and monitor a listing of task appropriate safety clothing to be shared with the Joint Worksite Health and Safety Committee.
5. The Town shall provide seasonal and casual employees with safety clothing, event attire, and PPE (excluding CSA compliant steel toe work boots) required to complete their assigned duties. Ownership of these items shall remain with the Town, with all items returned to the Town at the end of the employee's term.
6. Specialized safety clothing or PPE shall be purchased and maintained by the Town for employee use as determined by the Managers of Operations – Public Works and/or Facilities. Ownership of specialized clothing or equipment shall remain with the Town.

#### 19.4 Drivers' Medicals

Where an employee requires a driver's medical in order to perform the duties of the employee's position with the Town, the employee will be reimbursed for the cost of such medical upon submission to the Town of the appropriate receipt.

#### 19.5 Mechanics Tools

The Town shall provide a secure place for storage of mechanic's tools. Mechanic's tools damaged or stolen in the carrying out of Town assigned work shall be replaced at no cost to the employee. Mechanics shall provide the Town with an inventory of their tools.

### **20. AMENDMENT AND TERMINATION**

- 20.1 Unless specified elsewhere in this Collective Agreement, this Collective Agreement shall be in full force and effect as of the first day of the month following ratification of the Collective Agreement by the parties to December 31<sup>st</sup>, 2020 and for year to year thereafter except as hereinafter provided.

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

20.3 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 in accordance with the provisions of the *Labour Relations Code*. Changes in this Collective Agreement agreed upon by the parties hereto, however, may be made at any time, provided that such changes are properly reduced to writing and executed by authorized representatives of the parties to this Collective Agreement.

**21. GENERAL**

21.1 The Union agrees that in consideration of the benefits included herein, the Town shall be permitted to retain and not pass on to the employees in cash any reduction in Employment Insurance Premiums allowed under Employment Insurance Regulations.

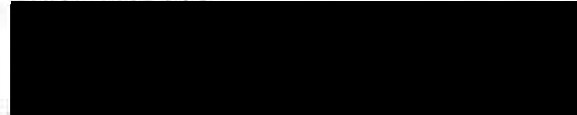
Agreed to and signed on this 13 day of April, 2018.

Signed on behalf of the  
Town of Stony Plain

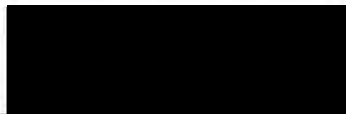


William Choy, Mayor

Signed on behalf of the International  
Union of Operating Engineers, Local  
Union No. 955



Chris Flett, Business Manager



Tom Goulden, Town Manager



Mike Bourgeois, President

**SCHEDULE A – WAGE RATES**

**Effective: January 1, 2018 2.5% (Retroactive if required)**

CLASSIFICATIONS	STEPS		
	1	2	3
Mechanic -Heavy Duty w/responsibility	\$38.68	\$39.84	\$41.03
Mechanic – Heavy Duty	\$37.18	\$38.30	\$39.45
Mechanic – Auto w/responsibility	\$33.71	\$34.72	\$35.76
Mechanic – Auto	\$32.21	\$33.18	\$34.18
Foreman	\$33.18	\$34.18	\$35.21
Operator I	\$28.56	\$29.42	\$30.30
Operator Roads Heavy Equipment	\$29.67	\$30.56	\$31.48
Utility Technician IV – Certified	\$33.43	\$34.43	\$35.46
Utility Technician III – Certified	\$30.80	\$31.72	\$32.67
Utility Technician II – Certified	\$29.67	\$30.56	\$31.48
Utility Technician I – Certified	\$29.12	\$29.99	\$30.89
Utility Technician I - Non Certified	\$28.56	\$29.42	\$30.30
Labourer permanent	\$19.03	\$19.60	\$20.19
Labourer casual / seasonal	\$19.03		

**Effective: January 1, 2019 (1.5%)**

CLASSIFICATIONS	STEPS			<u>NEW</u>
	1	2	3	4
Mechanic- Heavy Duty w/responsibility	\$39.26	\$40.44	\$41.65	\$42.90
Mechanic - Heavy Duty	\$37.74	\$38.87	\$40.04	\$41.24
Mechanic – Auto w/responsibility	\$34.22	\$35.25	\$36.31	\$37.40
Mechanic – Auto	\$32.69	\$33.67	\$34.68	\$35.72
Foreman	\$33.68	\$34.69	\$35.73	\$36.80
Operator I	\$28.99	\$29.86	\$30.76	\$31.68
Operator Roads Heavy Equipment	\$30.12	\$31.02	\$31.95	\$32.91
Utility Technician IV – Certified	\$33.93	\$34.95	\$36.00	\$37.08
Utility Technician III – Certified	\$31.26	\$32.20	\$33.17	\$34.17
Utility Technician II – Certified	\$30.12	\$31.02	\$31.95	\$32.91
Utility Technician I – Certified	\$29.56	\$30.45	\$31.36	\$32.30
Utility Technician I - Non Certified	\$28.99	\$29.86	\$30.76	\$31.68
Labourer permanent	\$19.32	\$19.90	\$20.50	\$21.11
Labourer casual / seasonal	\$19.32			

**Effective: January 1, 2020 (2.5%)**

CLASSIFICATIONS	STEPS			NEW
	1	2	3	4
Mechanic- Heavy Duty w/responsibility	\$40.24	\$41.45	\$42.69	\$43.97
Mechanic - Heavy Duty	\$38.68	\$39.84	\$41.04	\$42.27
Mechanic - Auto w/responsibility	\$35.08	\$36.13	\$37.21	\$38.33
Mechanic - Auto	\$33.51	\$34.52	\$35.56	\$36.63
Foreman	\$34.52	\$35.56	\$36.63	\$37.73
Operator I	\$29.71	\$30.60	\$31.52	\$32.47
Operator Roads Heavy Equipment	\$30.87	\$31.80	\$32.75	\$33.73
Utility Technician IV – Certified	\$34.78	\$35.82	\$36.89	\$38.00
Utility Technician III – Certified	\$32.04	\$33.00	\$33.99	\$35.01
Utility Technician II – Certified	\$30.87	\$31.80	\$32.75	\$33.73
Utility Technician I – Certified	\$30.30	\$31.21	\$32.15	\$33.11
Utility Technician I - Non Certified	\$29.71	\$30.60	\$31.52	\$32.47
Labourer permanent	\$19.80	\$20.39	\$21.00	\$21.63
Labourer casual / seasonal	\$19.80			

An employee shall advance to the next step in the following situations:

- All certifications required for a position must be current in order to be considered for a step increase.
- Progression will only take place when an employee achieves a positive performance rating with no below expectation overall ratings and has met or achieved the Town's defined training requirements for their classification. Performance reviews will be addressed in conjunction between the Foreman, Supervisor and Manager. Performance reviews will not be subject to the Grievance/Arbitration Procedure.
- An employee shall progress from Step 1 through to Step 4 within their classification based on hours worked in the position if the following has been met:
  1. From Step 1 to Step 2 after a minimum requirement of two thousand and eighty (2,080) hours worked and a positive performance rating. (1 year)
  2. From Step 2 to Step 3 after a minimum requirement of six thousand two hundred and forty (6,240) hours worked and a positive performance rating. (3 years)

3. From Step 3 to Step 4 after a minimum requirement of ten thousand four hundred (10,400) hours worked and a positive performance rating. (5 years)
4. A three percent (3%) increase from step to step will be ensured.

LETTER OF UNDERSTANDING

BETWEEN:

THE TOWN OF STONY PLAIN  
(hereinafter referred to as "the Town")

OF THE FIRST PART

-and-

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

OF THE SECOND PART

Re: The Matter of Premium Pay for Employees in the Appropriate  
Department Requiring Certification as follows:

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- Operator I & Foreman – Certified Pesticide/Herbicide Applicator to receive an additional one dollar (\$1.00) per hour.
- Certified Playground Inspectors to receive an additional one dollar (\$1.00) per hour.

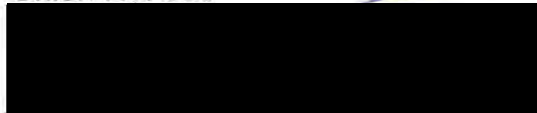
Agreed to and signed on this 13 day of April, 2018.

Signed on behalf of the  
Town of Stony Plain

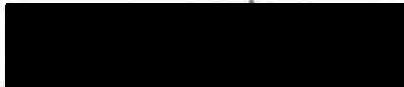


William Choy, Mayor

Signed on behalf of the International  
Union of Operating Engineers, Local  
Union No. 955



Chris Flett, Business Manager



Tom Goulden, Town Manager



Mike Bourgeois, President