

# COLLECTIVE AGREEMENT

BETWEEN

**THE CANADIAN UNION OF PUBLIC  
EMPLOYEES  
LOCAL 3007**



AND

**WESTLOCK COUNTY**



**JANUARY 1, 2021 TO DECEMBER 31, 2023**

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## COLLECTIVE AGREEMENT

BETWEEN:

**WESTLOCK COUNTY**  
a Municipal Corporation  
(hereinafter referred to as "the County")

OF THE FIRST PART

-and-

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL NO. 3007**  
(hereinafter referred to as "the Union")

OF THE SECOND PART

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

1. To maintain and improve harmonious relations between the County and the Union;
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;
4. To promote the morale, well-being and security of Employees in the bargaining unit of the Union; and
5. Promote the health and safety of all County Employees.

**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. AMENDMENT AND TERMINATION

This Agreement shall be in full force and effect as of the date of ratification, and continue in full force and effect until the 31st day of December 2023.

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 Agreement.

If amendment is desired by either party, the existing 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 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 Agreement.

## **ARTICLE 2. SCOPE**

- 2.1 This Agreement shall apply to Employees of the County for whom the Union has the exclusive right to bargain as set out in Labour Relations Board Certificate No. 348-92.

## **ARTICLE 3. DEFINITIONS**

- 3.1 CAO: Chief Administrative Officer, as defined in the Municipal Government Act, is the administrative head of the County.
- 3.2 Casual Employee: An Employee hired to allow for relieving while Employees are on sick leave, leave of absence, vacation, vacancy or during peak work periods to temporarily relieve an overload situation.
- 3.3 Classification: The word "classification" when used in this Agreement shall mean a group of positions having sufficiently similar duties, responsibilities, authority and required qualifications that a common descriptive title may be used.
- 3.4 Employee: The word "Employee" when used in this Agreement shall mean a person assigned to a position coming within the scope of this Agreement.
- 3.5 Emergency Situations: An event or multiple events affecting the health and safety of the public, and/or causing significant damage to property.
- 3.6 Interpretations: In this 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.
- 3.7 Outside Workers: Full-time Transportation Services Employees excluding Shop Employees and for the purposes of applying Article 7.2(b), Article 7.10, and Article 13.9(i) shall only include the classifications of Grader Operator, Heavy Equipment Operator and Truck Driver.
- 3.8 Permanent Employees: The words "permanent Employees" when used in this Agreement shall mean any Employee who is fulfilling a permanent position and has successfully completed the required probationary period.
- 3.9 Position: The word "position" when used in this Agreement shall mean a specific set of duties and conditions developed for the purpose of assignment to a single incumbent.

- 3.10 **Probationary Employee:** The words "probationary Employee" when used in this Agreement shall mean an Employee who is serving a probationary period of employment in their initial employment with the County within the scope of this Agreement.
- 3.11 **Promotion:** The word "promotion" when used in this Agreement shall mean the advancement of an Employee to a position with a higher regular rate of pay than their present position.
- 3.12 **Regular Hours of Work:** The words "regular hours of work" when used in this Agreement shall mean the assigned daily hours of work exclusive of overtime.
- 3.13 **Regular Day's Pay:** The words "regular day's pay" shall mean seven and one-half (7 ½) hours of pay for those Employees who regularly work seven and one-half (7 ½) hours per day (Article 7.2 a), ten (10) hours of pay for those who regularly work ten (10) hours per day (Article 7.2 b) and eight (8) hours pay for all other Employees (Article 7.2 c).
- 3.14 **Regular Rate of Pay:** The words "regular rate of pay" when used in this Agreement shall mean the rate of pay assigned to an Employee as set out in the Schedule of Wages.
- 3.15 **Seasonal Employee:** An Employee who is hired to perform work for a predetermined period of time or a predetermined task not exceeding nine (9) months. Extensions will be granted with written agreement of the Union.
- 3.16 **Seniority Date:** Seniority Date, when used in this Agreement, shall be the Employee's date of hire to a permanent position with no break in employment.
- 3.17 **Temporary Employees:** The words "temporary Employee" when used in this Agreement shall mean an Employee who is filling an established temporary position for a predetermined period of time or a predetermined task or an Employee who is engaged for relief, or otherwise, for a predetermined period of time or a predetermined task. Temporary Employees include all seasonal and term positions.
- 3.18 **Term Employee:** An Employee relieving another permanent Employee who is absent because of an approved leave of absence, parental leave, short/long term sickness or accident, or relieving another permanent Employee who holds a term relief posting. A term posting shall not exceed two (2) years without written agreement of the Union.

#### **ARTICLE 4. MANAGEMENT RIGHTS**

- 4.1 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 Agreement insofar as the provisions of this Agreement expressly limit such rights. The question of whether any Management rights are expressly limited by this Agreement shall be decided through the grievance and arbitration procedure.

- 4.2 The Employer will comply with Alberta Human Rights legislation. Failure by the Employer to comply with pertinent and relevant Human Rights legislation may be challenged by the Union through the grievance procedure.

## **ARTICLE 5. DISCIPLINE**

- 5.1 The County may give an Employee a written warning notice, notice of discharge, suspension or other discipline for a breach of discipline. Copies of all notices related to progressive discipline shall be provided to the Union.

### **5.2 Burden of Proof**

- (a) In cases of discipline and/or discharge, the burden of proof shall rest with the Employer. Evidence shall be stated in the discipline and/or discharge notice to the Employee. After-acquired grounds may be utilized only if they are provided by notice during an action.
- (b) Where a supervisor intends to interview an Employee for disciplinary purposes, the supervisor shall so notify the Employee in advance of the purpose of the interview and shall contact his/her Steward who will have the right to be present at the interview. A Steward or local union officer shall have the right to consult with a CUPE staff representative.
- (c) The County shall maintain, and comply with, a progressive discipline policy that shall clearly outline an investigatory process which meets a standard of procedural fairness supported by the union. Copies of the policies will be maintained at the County Shop and the County Administration Building and shall be accessible to County Employees.

- 5.3 A notice of disciplinary action which has been placed in the personnel file of an Employee shall be deemed void two years following the date of the notice, subject to the Employee being free of any subsequent discipline.

The County has the right, in some disciplinary matters, to define a period other than two years for an incident to be deemed void. This time period shall be defined within a notice of discipline signed by the County's CAO. The County shall only define a longer period in the event of major incidents related to: workplace health and safety, workplace substance abuse, theft or fraud, workplace bullying or harassment, or human rights offenses.

Void disciplinary notices shall be retained by the County but may not be used or cited in any future progressive discipline or employment decisions related to the Employee.

## **ARTICLE 6. UNION RECOGNITION AND NEGOTIATION**

- 6.1 The County recognizes the Union through its accredited officers or representatives as the sole and exclusive agent for those Employees covered by this Agreement for the purpose of collective bargaining in respect to working conditions including wages, hours of work and benefits.

- 6.2 The County shall not enter into any Agreement with any individual Employee or group of Employees in the bargaining unit respecting the terms and conditions of employment which may conflict with the terms of this Agreement.
- 6.3 No person in the bargaining unit shall lose regular hours or employment due to the work being performed by County Employees whose jobs are not in the bargaining unit or contracting out.
- 6.4 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 a list of three (3) Union Stewards and a National Representative with whom the County may be required to transact business. The County shall act through the CAO or his/her designate.
- 6.5 Union Dues  
The County shall deduct from all Employees covered by this Agreement an amount equal to the monthly dues in a manner which is in keeping with the payroll system in effect in the institution. In all instances, such deductions shall be forwarded to the Secretary-Treasurer of 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.
- 6.6 The County shall submit to the Union information respecting all appointments, hiring's, lay-offs, transfers, recalls and terminations of employment affecting positions within the bargaining unit. All information will be provided in writing to the Union President and Recording Secretary within five (5) business days of the employment decision being enacted
- 6.7 The County shall supply to each Employee within the bargaining unit a copy of this Agreement within thirty (30) days of the signing of this Agreement. All new Employees within the unit shall be supplied with a copy of this Agreement by the County when they are hired. The County and the Union shall share equally the cost of reproducing this Agreement.
- 6.8 All notices or correspondence required by a section of this Agreement, except as otherwise set out, shall pass to and from, at a minimum, the CAO or designate(s) and the Union President or designate(s).
- 6.9 All rights, benefits, privileges, practices and working conditions which Employees now enjoy, receive or possess shall continue, unless modified by mutual agreement between the Employer and the Union.

## **ARTICLE 7. WORKING CONDITIONS & HOURS OF WORK**

### **7.1 Reporting for Duty**

All Employees are hired to work in Westlock County as a whole, and shall report for duty at the place directed by the County.

- (a) Where an Employee is required to report to a new place during their regular hours of work they shall do so without loss of pay.
- (b) Employees absent for three (3) working days without notifying their immediate supervisor, except in extenuating circumstances as determined by the County, shall be deemed to have vacated their position.
- (c) Employees must be in a condition fit for work when reporting for duty and while on duty.

### **7.2 Hours of Work**

- (a) The regular hours of work for office Employees shall be seven and one-half (7 ½) hours per day or thirty seven and one-half (37 ½) hours per week.
- (b) The regular hours of work for Transportation Services Employees, excluding shop Employees, shall be:
  - (i) Ten (10) hours in any one (1) day
  - (ii) Eighty-eight (88) hours in any one (1) two-week pay period
  - (iii) Sick Time Pay for Transportation Employees shall be computed based on eight (8) hours. Sick time hours shall not be included in overtime calculations
- (c) The regular hours of work for all other Employees shall be eight (8) hours per day or forty (40) hours per week.

### **7.3 Rest Periods**

An Employee shall be permitted a rest period of fifteen (15) consecutive minutes in both the first half and the second half of a shift at a time and in an area designated by the County. All Employees shall be entitled to a one (1) hour lunch break per day, without pay if working a full shift.

With consent of a supervisor, an Employee working a full shift may choose to take a lunch break of less than one hour, but must take a lunch break of not less than 30 minutes

Rest breaks must be taken except for exceptional circumstances and with prior approval of the Manager.

### **7.4 Reporting Pay Guarantee**

If an Employee who is scheduled to work a full shift reports for work on their regular shift, they shall be paid at their regular rate of pay for the entire period worked with a minimum of three (3) hours pay unless the Employee has received notification at least twelve hours prior to their shift, from their Supervisor that the Employee is not required to report for work.

## 7.5 Shift Changes

Notwithstanding emergency situations or Employees working on county construction projects impacted by inclement weather, any changes to regularly scheduled days off, directed by the Employer, with less than two (2) days' notice shall be paid at the rate of double (2X) time for the first eight (8) hours.

Notwithstanding emergency situations or road maintenance operations required by virtue of inclement weather, Employees will not be required to work on weekends that include statutory holidays.

The on-call compensation amounts will automatically be adjusted annually at January 1st of each year based on the rate of salary escalation agreed to in this Agreement.

## 7.6 Overtime

- (a) Where an Employee is required to work in excess of their regular hours of work, all such work shall be considered overtime and they shall be paid one and one-half (1½) times their regular hourly rate of pay for each hour worked, including overtime worked on Saturdays and Sundays. All regular hours worked on a Saturday or Sunday shall be paid at the regular rate of pay for that position.
- (b) An Employee and the County may mutually agree to the Employee receiving 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.
- (c) No Employee shall be required to work overtime against his/her wishes when other Employees are available to perform the required work at no additional cost to the County.
- (d) All overtime must be approved by management prior to being worked. The Employer shall not unreasonably deny authorization after the fact for overtime worked where such overtime has arisen as a result of unforeseeable circumstances in which it is impossible and/or impractical to obtain prior authorization.
- (e) An Employee may elect to keep their overtime in a "bank" to be used or paid out at a time in the future. Overtime shall be banked at the hourly rate at which it was earned. Banked time must be used or paid out within six (6) months of it being earned.

## 7.7 Call-Out Guarantee

An Employee who is called out to work outside their regular working hours shall be paid for a minimum of three (3) hours at overtime rates.

7.8 In the event that there is a requirement for first response agencies (fire, police and ambulance services) and/or some key municipal departments to respond to an emergency situation, personnel shall be qualified, properly trained and physically capable.

7.9 If, due to inclement weather, lost time is incurred between Monday and Friday, Employees may opt, of their own choice, to make up lost time on weekends at regular pay (no overtime).

#### 7.10 Outside Workers Hours Guarantee

All full-time Outside Workers are guaranteed 50 regular hours per pay period year round

- (a) Full-time Outside Workers shall be paid 8 hours for general holidays
- (b) Full-time Outside Workers will take their designated holidays annually, and will not receive an annual payout for accumulated, unused holidays. Vacation will be paid at 8 hours per day as it is taken by the Employee.
- (c) Full-time Outside Workers shall not refuse to do any work within Transportation Services for which they are qualified. Refusal of work will result in a reduction in guaranteed hours of eight hours per day.
- (d) Full-time Outside Workers shall receive 1.5X their regular rate of pay for all overtime including weekends and general holidays.

### ARTICLE 8. HEALTH AND SAFETY

- 8.1 The County and the Union agree that health and safety in the workplace is paramount and must be considered prior to any work commencing, promoting a healthy, injury free workplace for all Employee.
- 8.2 The County and the Union agree to follow the County's current safety policies and directives as set forth in the County's Health and Safety Policy. The most current Provincial and Federally legislated Occupational Health and Safety Act, Regulation and Code and WCB legislation must be adhered to.
- 8.3 As directed by legislation, all Employees are responsible to follow safe work practices to protect themselves, others, property and the environment.

### ARTICLE 9. RELIEVING IN OTHER POSITIONS

- 9.1 An Employee appointed by the County to act in a temporary capacity as a lead hand for a period in excess of one (1) day shall receive a ten percent (10%) increase over their regular wage rate for the duration of the assignment period, providing that the Director of Operations, or designate, has requested the Employee to do so, and has signed the appropriate time sheets showing the hours worked.
- 9.2 Employees appointed by the County to temporarily relieve in any other higher position for a period in excess of one (1) day will be compensated for the full amount of time of relief of that position.
- 9.3 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 a policy set by the County.
- 9.4 Where an Employee relieves in a position having a lower wage rate than the Employee's regular wage rate, they shall be paid at their regular wage rate.

## ARTICLE 10. TOOL & CLOTHING ALLOWANCE

- 10.1 Mechanics who are required by the County to supply their own hand tools shall be paid a monthly tool allowance of one hundred dollars (\$100.00).
- 10.2 The County shall provide all Employees except for clerical staff, with two (2) pairs of coveralls at the commencement of employment. All Employees receiving coveralls must wear them, except when inside a unit cab. All coveralls will be monogrammed with the Employee's first name and with "Westlock County". Employees will do their own cleaning and maintenance of coveralls, and will be provided with replacement coveralls as required, on return of worn out coveralls. Employees who require winter coveralls will be provided with one pair on request, and will be provided with replacement coveralls as required, on return of worn out coveralls.
- 10.3 Immediately upon employment with the County, and upon completion of each full year (12 months) of employment thereafter, Employees will be granted two hundred dollars (\$200) for approved safety boots. Service for temporary Employees shall be calculated based on the pro-rated portion of a year for which they are actively employed by the County.
- (a) In the event that an individual does not complete their probationary period prior to resignation or dismissal, the amount received for work boots shall be deducted from their final paycheck as reimbursement to the County.
- (b) If an Employee terminates employment with the County within 10 pay periods of receiving payment for work boots, the County will recover a prorated amount of the monies paid to the Employee.
- 10.4 The County shall pay to all permanent Motor Grader Operators and permanent Truck Drivers an annual clothing allowance of one hundred dollars (\$100.00) payable on the first pay day in the month of July.

## ARTICLE 11. GENERAL HOLIDAYS

- 11.1 All Employees in the bargaining unit, provided they meet the terms and conditions set out in 11.2 and 11.3, shall be entitled to the following general holidays:

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

and any other day proclaimed as a holiday by the County and any other day which is designated as a general holiday legally binding on the County by the Provincial or Federal Government.

- 11.2 All Full-Time Employees in the bargaining unit, shall receive the recognized general holidays for which they are eligible with pay, or other days with pay in lieu of such general 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.

- 11.3 Excluding outside workers, when an Employee is required to work on the County's designated day off for their worksite for a general holiday, they shall be paid at one and one half (1 1/2X) times his regular hourly rate of pay for each hour worked. For each hour worked in excess of their regular hours of work for the day, they shall be paid at the rate of double (2X) times their regular hourly rate of pay.
- 11.4 All non-full-time Employees shall, in lieu of General Holidays, be paid holiday pay at the rate of 4.8 percent of their monthly gross earnings and such sum shall be paid to such Employees at the end of each bi-weekly pay period.
- 11.5 Where the County designates a day off in Lieu of the actual general holiday for the majority of its Employees, the Employees may be allowed off on that day. In the event that this is not possible, the Employee will be allowed a day off in lieu of the general holiday at a time mutually agreed upon between the Employee and their Supervisor. If such a day cannot be provided, the Employee shall receive a regular day's pay at their regular rate of pay in lieu of the general holiday.

## ARTICLE 12. ANNUAL VACATION LEAVE

### 12.1 Length of Vacation

An Employee shall receive an annual vacation with pay in accordance with their years of employment as follows:

- 1 through 07 years of service: 15 working days
- 8 through 14 years of service: 20 working days
- 15 through 20 years of service: 25 working days
- 21 years or more of service: 30 working days

An Employee's length of service shall be calculated according to the Employee's seniority date.

- 12.2 Employees with less than one (1) year of continuous service shall receive vacation with pay in proportion to their period of service. The calculation shall be based upon one (1) year of continuous service entitling an Employee to fifteen (15) days' vacation.
- 12.3 All non-permanent Employees shall, in lieu of vacation, be paid on a bi-weekly basis, holiday pay at the rate of 6% of their regular earnings.
- 12.4 If a recognized general holiday falls or is observed during an Employee's vacation period he shall be allowed an additional vacation day with pay immediately following their vacation period or an additional day of vacation on some other day if mutually agreed to between the Employee and their supervisor.
- 12.5 Vacation pay for each week of vacation shall be at the regular rate of pay.

- 12.6 Vacation entitlement shall be accrued on an ongoing basis beginning on their date of hire and continuing throughout their period of employment.
- 12.7 Employees who are separated from employment with the County shall receive payment for which they are entitled in accordance with the terms of this Agreement, or pursuant to the Employment Standards Code, whichever is greater.
- 12.8 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 their 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, on or before May 31st, give the Employee notice of this and such Employee shall have the right to choose an alternative period. 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.
- 12.9 An Employee shall be entitled to receive their vacation in an unbroken period except where their 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 Head of the department.
- 12.10 An Employee who has been on leave of absence 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.
- 12.11 Employees must use the majority of accrued vacation days in the calendar year in which they are earned.
- (a) Employees may carry forward up to two (2) weeks of accumulated vacation days to the following calendar year. Such vacation days must be used within the first four (4) months of the following year.
  - (b) The County may direct an Employee to take vacation days to ensure vacation days exceeding 2 weeks are taken before the end of a calendar year, or that vacation days carried forward into a calendar year are used within the 4 month allowable period.

### **ARTICLE 13. LEAVE OF ABSENCE**

- 13.1 General Leave of absence may be granted with or without pay at the discretion of the County to an Employee. General leave requests are subject to operations, but shall not be unreasonably denied. The Employer will exercise their discretion in a fair, reasonable and consistent manner.
- 13.2 An Employee shall use a leave of absence only for or related to the purpose for which it was granted and shall not be used for the purpose of other employment. Unless otherwise approved by the CAO, an Employee who uses a leave of absence for the

purpose of other employment shall be deemed to have terminated their employment with the County effective the first day of the leave of absence.

- 13.3 The Employer shall continue to provide health care benefits at the agreed shared basis during an approved Unpaid Leave of Absence of up to thirty (30) calendar days.

The Employee shall pay the full cost for health care benefits during an approved Unpaid Leave of Absence of greater than thirty (30) calendar days.

13.4 Union Leave

The County shall grant leave of absence with pay 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, they shall be granted leave at their regular rate of pay for the purpose of attending joint collective bargaining, conciliation or mediation meetings in the establishment of a new Collective Agreement. It is understood that no more than three (3) Employees from the Union will be granted leave with pay for the purpose of attending the said meetings on behalf of the Union and that the department head will be advised in writing of the elected or appointed Employees at least thirty (30) days prior to the earliest opening date of the Collective Agreement. The Union shall reimburse the County for all wages and benefits paid to Employees for the purpose of attending joint collective bargaining, conciliation or mediation meetings in the establishment of a new Collective Agreement.
- (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, they shall be granted leave with pay subject to suitable arrangements with their managerial supervisor concerning their own work responsibilities. If the Employee who is grieving is required to attend a hearing, they shall be granted leave with pay at their regular rate of pay.
- (c) The Union shall have the right to have the assistance of representatives of the National Office of the Canadian Union of Public Employees when meeting or negotiating with the County.
- (d) Representatives of the Union, to a maximum of two (2), will be granted leave of absence without pay to attend Union conventions or perform any other function on behalf of the Union and its affiliates.
- (e) Any Employee who is elected to any position with the Union or anybody with which the Union is affiliated shall be granted a leave of absence without pay for this term of the election process.
- (f) Any Employee who is selected to any position with the Union or anybody with which the Union is affiliated shall be granted a leave of absence without pay for a period of up to a year. In the case of such leaves, Article 13.2 does not apply.
- (g) Further Union leave requests for general business shall be granted without pay, subject to operational requirements. Such leaves shall not be unreasonably denied.
- (h) Employees shall receive their regular pay and benefits provided for in this Agreement when on an unpaid leave of absence for Union leave and the Employer

shall be reimbursed by the Union for those costs. Union leaves shall be considered continuous service with the Employer, and no Employee shall lose seniority, or other benefits and privileges provided for in the Agreement as a result of a paid or unpaid Union leave of absence.

### 13.5 Bereavement Leave

A permanent Employee shall be granted leave as necessary, for up to five (5) regularly scheduled work days, without loss of pay at his regular hours of work exclusive of overtime, for the purpose of making arrangements for, or attending, a funeral when death occurs in an Employee's immediate family, that is, spouse, common-law partner, parent, grandparent, grandchild, guardian, parent of current spouse, child or ward, brother, sister, niece, nephew, brother-in-law, sister-in-law, fiancé, or a related dependent of the Employee. The Employee may take at their discretion an additional five (5) days Leave without pay.

In addition to the relatives listed immediately above, in the event of the death of an aunt or uncle permanent Employees shall be granted leave of up to two (2) regularly scheduled work days without loss of pay at their regular rate of pay and, if required, may be provided with up to an additional three (3) days leave with pay upon the approval of the Chief Administrative Officer.

- (a) All relatives referred to in this Article shall be given a broad interpretation that will include but is not necessarily limited to in-law, step and foster relatives.
- (b) A permanent Employee may be granted one additional day without loss of pay for travel with the approval of their supervisor for typical distance ground travel in excess of one-half (½) day each way.
- (c) A permanent Employee may be granted one-half (1/2) day without the loss of pay, with the approval of their supervisor, for the purpose of attending the funeral of a relative not specified above or for attending the funeral of an unrelated individual they have known for some time. In addition, a permanent Employee may also be granted one-half (1/2) day without the loss of pay, with the approval of their supervisor, for travel necessary to attend the funeral.
- (d) All provisions of this Article shall apply to temporary Employees
- (e) Upon request, the CAO has discretion to grant a bereavement leave for the death of an individual not included in this section's definition of immediate family.

### 13.6 Civic Duties

Employees running for a position as a Councillor of Westlock County must apply for a leave of absence without pay effective the day prior to nomination.

### 13.7 Jury Duty and Witness Duty

- (a) An Employee called for jury duty or subpoenaed as a witness by the Crown or on behalf of the County shall be granted time off with pay during the period of such duty. The Employee shall remit any remuneration or compensation received to the County.
- (b) When an Employee is to attend court or to deal with legal matters relative to personal matters they shall request time off without pay in advance of the required

time off. Alternatively, an Employee can request use of Annual Vacation Leave. Such requests shall not be unreasonably denied.

### 13.8 Maternity & Parental Leave

An Employee shall be granted maternity and/or parental leave in accordance with the applicable sections of the Alberta Employment Standards Code.

### 13.9 Sick Leave

- (a) When used in Article 13.9 of this Agreement the word "Illness" shall mean the inability of an Employee to perform the regular duties of their position by reason of physical, mental or emotional sickness or an injury which is non-compensable by WCB.
- (b) In their first year of employment, Employees shall be provided one and one-half (1½) days sick leave for every calendar month an Employee is employed.
- (c) In their second and subsequent years of employment, Employees shall be provided with eighteen (18) sick days on January 1<sup>st</sup> of each year.
  - (i) The County shall provide Short Term Disability Insurance for all permanent Employees under age seventy (70) in accordance with the terms and conditions set out in Article 14.2.
  - (ii) Employees may only use up to a total of eighteen (18) sick days in any calendar year.
  - (iii) An Employee who has available Sick Leave and a doctor's certificate shall not be denied access to their available Sick Leave.
  - (iv) Employees shall transition to Short Term Disability Insurance immediately following five (5) consecutive days while on Sick Leave.
- (d) When a permanent or probationary Employee is prevented from performing their duties for the County by reason of personal illness that Employee shall be paid at their regular rate of pay for their regular hours of work, exclusive of overtime.

The Employee shall have their annual accumulated sick leave entitlement reduced by an amount equal to the number of days for which the Employee received such payment.

An Employee shall not receive any payment under Article 13.9 for days not in attendance at work which are in excess of their annual accumulated sick leave entitlement.

For the purposes of sick leave pay calculation, regular hours of work for Transportation Employees shall be eight hours per day.

- (e) Permanent and probationary Employees shall not be credited with or accumulate sick leave entitlement while on a leave of absence without pay for a period of one (1) month or longer.

- (f) An Employee may be required to provide to the County a doctor's certificate verifying personal or family illness in order to be eligible for payment under the provisions of 13.9 (c) or 13.9 (i). Where the illness is more than three (3) days such a medical certificate shall be supplied by the Employee to the County. The cost for the doctor's certificate will be reimbursed by the County.
- (g) Upon request, the Employer shall advise each Employee in writing of the amount of sick leave entitlement accrued to their credit.
- (h) An Employee may use sick leave for the purpose of attending a doctors or dentist's appointment, or any other similar appointment for themselves, a spouse, children or parent. Time missed by an Employee to attend appointments of this kind shall be considered as sick time, rounded to the nearest quarter-hour missed.
- (i) The County and the Union agree that for the purposes of interpreting the provisions of Article 13.9 (Sick Leave), the following rules shall apply to full-time Outside Workers with guaranteed hours as defined in Article 7.10 of this Agreement:
  - (i) If a majority of other full-time Outside Workers employed by the County work on a particular day, then that day shall be deemed to be a day on which the Employee suffering an illness would have worked and shall require the use of a day of accrued sick leave in accordance with Article 13.9 (b) or 13.9 (c);
  - (ii) If, during any pay period, an Outside Worker, for reason of illness, works less than their guaranteed hours, they shall use accrued sick leave equal to the amount required to reach their guaranteed hours.
- (j) In case of illness of a spouse, common-law partner, dependent, or parent an Employee shall be entitled, after notifying their supervisor, to use accrued sick leave to an annual maximum of seven (7) days at the regular hours of work, exclusive of overtime, to care and make arrangements for the member of the family who is ill.

Dependent is defined as a member of the Employee's immediate family.

On request Employees may be required to show proof of illness for their family member as outlined in Article 13.9 (f).

- (k) The County may, on reasonable grounds, require an Employee to obtain an independent medical assessment.  
Any cost associated with an independent medical assessment shall be paid by the County.  
Any time required during normal working hours to obtain an independent medical assessment shall be considered paid work time.

13.10 The Employer shall provide a form for Employees to submit their written requests for such time off.

13.11 With prior approval from their supervisor an Employee may use up to three (3) days of their sick leave each year for personal leave purposes.

## **ARTICLE 14. HEALTH CARE BENEFITS**

- 14.1 The County shall pay one hundred percent (100%) of the premiums for Alberta Health Care for Employees.
- 14.2 It shall be compulsory for all permanent Employees within the bargaining unit to participate in the group extended benefits plans, life insurance, accidental death and dismemberment, extended health care, vision care, dental care, short term disability, and long term disability. The County shall contribute eighty percent (80%) of the cost of premiums for Employees for life insurance in the amount of two times the Employee's annual regular wage, excluding overtime, to a maximum of one hundred thousand dollars (\$100,000) life insurance and accidental death and dismemberment coverage, and shall contribute eighty percent (80%) of the premium cost for the extended health care, vision care, dental care, short term disability, and long term disability.

Benefits for all qualifying Employees will become available following the completion of three (3) months of continuous service.

- (a) The County will maintain the current level of group extended plan benefits and will not make changes to the benefit provider or plan without communication with the Union.

## **ARTICLE 15. HEALTH AND WELLNESS ACCOUNT**

The County shall provide all permanent Employees with a Health and Wellness Account in the amount of three-hundred dollars (\$300.00) for their use from January 1 to December 31 each year. This amount must be used in each separate calendar year as carry overs from year to year of any unused amounts are not permitted.

Employees hired after July 1 in any year shall be eligible to receive one-hundred and fifty dollars (\$150.00) during their first year of employment.

Benefits shall include only those services and items currently included under the plan.

## **ARTICLE 16. PENSIONS**

- 16.1 The County shall pay the County's share of contributions for those permanent Employees presently participating in the Local Authorities Pension Plan. Effective January 1, 1994, all permanent Employees who are eligible shall participate in the Local Authorities Pension Plan and the County and Employees enrolled shall pay premiums in accordance with the provisions of the Plan.

## **ARTICLE 17. PROBATION**

- 17.1 The normal probationary period for new Employees, excepting those Employees listed in Article 17.2, shall be three (3) months, with the County reserving the right where

warranted by special circumstances to extend this period up to a further three (3) months.

- 17.2 The normal probationary period for Employees paid hourly, in permanently established positions, shall be five-hundred and fifty (550) hours, with the County reserving the right where warranted by special circumstances to extend this period up to a further 550 hours.
- 17.3 In the event that the normal probationary period is extended the Employee and the Union shall be advised of the extension, and the County's reasons, in writing. In the event that the Union disputes that there are special circumstances warranting the extension, the Union may grieve the matter in accordance with the grievance procedure.
- 17.4 New Employees who do not meet the requirements of the position or for permanent status during the probationary period shall be terminated.
- 17.5 No Employee shall be required to serve more than one probationary period.

#### **ARTICLE 18. PROMOTION**

- 18.1 In making promotions to vacant positions coming within the jurisdiction of the bargaining unit, the required knowledge, qualifications, abilities and skills contained in the job posting shall be the primary considerations. Where two or more applicants are equally qualified in knowledge, qualifications, abilities and skills, then seniority shall govern. All internal applicants shall be considered before accepting outside applications.
- 18.2 A permanent Employee who has been selected to fill a permanent position shall have a trial period of five-hundred and fifty (550) hours for hourly Employees, or three (3) months for salaried Employees. The trial period may be extended up to a further 550 hours, or up to a further three (3) months where warranted by special circumstances. In the event that the normal trial period is extended, the Employee and the Union shall be advised of the County's reasons. During the trial period an Employee may elect to revert to their former position or may be reverted by the County.

#### **ARTICLE 19. LAY-OFFS AND RECALLS**

##### **19.1 Role of Seniority in Lay-Offs**

In the event of a lay-off, as a result of a shortage of work, Employees shall be laid off within each affected classification in each Department in the reverse order of their seniority provided that those remaining have the required knowledge, qualifications, abilities and skills to fill the positions available. All Employees shall be given two (2) weeks written notice prior to layoff.

**19.2 Recall Procedure**

Employees shall be recalled within each Department 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.

19.3 No new Employees will be hired until those laid off within the affected Department who have required knowledge, qualifications, abilities and skills to fill the positions available have been given an opportunity of recall.

19.4 Where an Employee is temporarily relieving in a different classification for a period of five-hundred and fifty (550) hours or less, or where an Employee is temporarily recalled in a different classification for a period of five-hundred and fifty (550) hours or less, the Employee, for purposes of determining their layoff and recall rights, shall be deemed to be occupying their normal classification and not the classification in which they are temporarily relieving or to which they have been temporarily recalled.

**ARTICLE 20. POSTING AND FILLING VACANCIES**

20.1 Any vacancy in a permanent position or a newly created permanent position within the jurisdiction of the Union which is required to be filled must be posted immediately in the County Office and the County Shop, and shall remain posted for a period of seven (7) calendar days in all departments having jobs coming within the jurisdiction of the Union.

20.2 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. It shall also include a job description with details of day to day duties of the position.

20.3 Where the conditions of the service indicate that the position is required to be filled immediately, a temporary appointment may be made for the duration of the posting procedure.

20.4 A copy of all postings shall be sent to the Union President and Recording Secretary.

20.5 All applications shall be addressed to Human Resources. The County shall notify the Union of the successful appointee upon the completion of the selection process. The County shall also notify each Employee who was an unsuccessful applicant.

**ARTICLE 21. SENIORITY**

21.1 When an Employee achieves permanent status, their length of unbroken service (including such service prior to certification of the Union) in positions coming within the jurisdiction of this Agreement shall determine their seniority standing. Except as otherwise provided in this Agreement, seniority shall operate on a bargaining-unit-wide basis.

21.2 Temporary Employees shall not have seniority standing.

- 21.3 A temporary Employee that is hired by the County to a permanent position shall have their seniority standing determined by the date at which they began an unbroken period of employment in the temporary position.
- 21.4 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.
- 21.5 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.
- 21.6 An Employee shall not lose seniority rights if they are absent from work because of sickness, accident, lay-off, or leave of absence approved by the County. An Employee shall only lose their seniority in the event:
- (a) They are discharged for just cause and are not reinstated.
  - (b) They resign.
  - (c) They are laid-off and fail to report for work within five (5) working days after being notified in writing to do so. It shall be the responsibility of the Employee to keep the County informed of their current address.
  - (d) They are laid-off for a period in excess of twelve (12) months.

## **ARTICLE 22. CLASSIFICATION**

- 22.1 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.
- 22.2 Where the County creates a new classification which is not included in this Agreement, or where the duties of an existing classification are altered to change the nature of the work being performed, 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 position in question or whether the Employee is correctly classified, the dispute shall be submitted to the grievance and arbitration procedure. The final rate of pay as agreed upon or as determined by an arbitration board shall be retroactive to the date of appointment to the new classification.
- 22.3 Upon request the Employer shall provide the Union or an Employee with a copy of the most recent job description, or any changes, for any position within ten (10) days.

## ARTICLE 23. GRIEVANCE PROCEDURE

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

23.2 Grievances shall be of two (2) types, namely:

- (a) Individual grievances, that is, grievances relating to or affecting the rights of one 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. The procedure for the settling of grievances shall be as follows:
  - (i) A policy grievance must be initiated in writing by the Union with the CAO of the County under 23.4 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 clause or clauses of this Agreement upon which the grievance is based and the remedy requested.
- (c) For the purposes of Article 23, "working days" shall mean consecutive days exclusive of Saturday or Sunday.
- (d) A termination grievance shall be entered at step 2 and must be initiated in writing within fifteen (15) working days of the termination.
- (e) 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. Failure on behalf of the Employer to adhere to the timelines prescribed in the grievance procedure shall result in the grievance being deemed to have validity and being acted upon as valid.
- (f) Time limits in the grievance procedure may be extended by mutual agreement in writing between the County and the Union.

### 23.3 Dispute Resolution Process

- (a) It is the mutual desire of the parties that a complaint of an Employee shall be resolved as promptly as possible. It is understood that an Employee has no grievance until the Employee has first discussed the complaint with the immediate supervisor without satisfactory resolve.
- (b) If the complaint has not reached a satisfactory resolve after discussion with the immediate supervisor, then the Employee may file a grievance in accordance with the procedure outlined below, within ten (10) days of the event or circumstances giving rise to the complaint coming to the attention of, or should have come to the attention of, the Employee or Employees concerned.

### 23.4 STEP ONE

- (a) Individual grievances must be initiated in writing within fifteen (15) working days of the point at which the Employee could reasonably have known 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 clause or clauses of this Agreement upon which the grievance is based, and the remedy requested.

- (b) The department director shall review the grievance and shall provide the Union and the Griever with a written decision together with the reasons therefore within fifteen (15) working days from the day that the grievance was initiated.

#### 23.5 STEP TWO

- (a) If the decision of the department head does not settle the grievance, the Union must within fifteen (15) working days from the day that the decision was received by the Union, appeal the decision in writing to the CAO of the County and such appeal shall specify all the details of the grievance including the nature of the grievance, the clause or clauses of this Agreement upon which the grievance is based, and the remedy requested. A grievance will not be denied on the basis of an omitted article or clause.
- (b) The CAO, or their designate, shall review the grievance and shall provide the union and the Griever with a written decision together with the reasons therefore within fifteen (15) working days from the day that the CAO received the grievance

#### 23.6 MEDIATION

- (a) At any step in the grievance procedure either Party may request that a Mediator be appointed to meet with the Parties, investigate and define the issues in dispute and facilitate a resolution.
- (b) The Mediator shall be appointed by mutual agreement between the Parties.
- (c) During the proceedings the Parties shall fully disclose all materials and information relevant to the issue(s) in dispute.
- (d) The purpose of the Mediator's involvement in the grievance process is to assist the parties in reaching a resolution of the dispute, and anything said, proposed, generated or prepared for the purpose of trying to achieve a settlement is to be considered privileged and will not be used for any other purpose.
- (e) The expenses of the Mediator shall be equally borne by both Parties.
- (f) The grievance may be resolved by mutual agreement between the Parties.
- (g) Mediation can only be used with the mutual agreement of both Parties.
- (h) Mediator recommendation is not binding on either Party.

#### 23.7 STEP THREE - ARBITRATION

- (a) If the decision of the CAO does not settle the grievance, the Union must within fifteen (15) 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.

- (b) When a grievance is referred to arbitration under this 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.
- (c) 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 Director of Mediation upon the request of either party.
- (d) The arbitration board shall determine its own procedure and shall give all parties the opportunity to present evidence and make representations, in order to determine the real matter in dispute and to render a decision which they deem just and equitable.
- (e) 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.
- (f) Each party to the arbitration shall bear the expense of its respective nominee to the arbitration board and the two parties shall bear equally the expenses of the chairman.
- (g) The arbitration board, by its decision, shall not alter, amend or change the terms of this Collective Agreement.
- (h) The time limits fixed in the arbitration procedure may be extended by consent of the parties.

#### 23.8 Recognition of Union Stewards

- (a) 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 23.8(b) may assist any Employee which the steward represents in preparing and presenting their grievance in accordance with the grievance procedure.
- (b) The County agrees that stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating a grievance as provided in this article. The Union recognizes that each steward is employed full-time by the County and that they will not leave their work during working hours without first obtaining the permission of their managerial supervisor in accordance with Article 13.4(b).
- (c) The Union shall supply the County with a list of three (3) Union Stewards and a National Representative with whom the County may be required to transact business within five working days of any changes to the list

**ARTICLE 24: WAGES**

- 24.1 The regular rates of pay set out in Appendix "1" to this Agreement shall apply during the term of this Agreement.
- 24.2 The County shall pay salaries and wages bi-weekly in accordance with Appendix "1". On each pay day each Employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions.

**ARTICLE 25: RETROACTIVE PAY**

- 25.1 An Employee in the service of the County as of the ratification of this Agreement shall be eligible for retroactive payment of wages paid to the Employee during the period from January 1st, 2021 to the date of implementation of this Agreement. This retroactive payment shall be calculated by applying the percentage increase in wages for the applicable position to the gross earnings of the Employee for the period from January 1st, 2021 to the implementation of this Agreement.  
  
Past Employees who were in the service between January 1st, 2021 and the implementation of this 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 Agreement.

**ARTICLE 26: MEMBER EDUCATION**

- 26.1 The County shall pay all tuition, textbooks and other applicable fees pertaining to courses which are mutually beneficial and directly related to County operations in accordance to Westlock County's Policy. Continuing education is subject to the approval of the immediate Supervisor.

**ARTICLE 27: DUAL TRADE CERTIFICATION**

- 27.1 An Employee with more than one Journey person certification, where both certifications are related to jobs covered by this Union Agreement, will be paid an additional premium on their wage rate.  
  
2<sup>nd</sup> Journey person Certification 3.5%  
3<sup>rd</sup> Journey person Certification 1.5%  
  
The premium for additional Journey person certifications shall not exceed 5%.
- 27.2 A Utilities Operator Level 1 – 4 with the Level 1 Water and Wastewater Treatment Operator Certificate and has an Instrumentation Technician Journey person Certificate will qualify for a 3.5% premium.

## **ARTICLE 28: SIGNIFICANT CHANGE**

- 28.1 If the Employer changes, introduces, or intends to introduce, a policy, measure, or practice that affects the terms, conditions, or security of employment of a significant number of Employees of the bargaining unit:
- (a) the Employer shall give notice to the Union of at least sixty (60) days before the change is to be effected;
  - (b) after notice has been given, the Employer and the Union shall meet, in good faith, and endeavour to develop an adjustment plan, which may include provisions respecting alternatives to the proposed measure;
  - (c) if, after meeting in accordance with this Article, the parties have agreed to an adjustment plan, it shall be enforceable as if it were part of this Agreement.

## **ARTICLE 29: JOINT LABOUR MANAGEMENT COMMITTEE**

- 29.1 In the interest of harmonious relations, a joint Labour Management Committee shall be established. The committee is to consist of not more than four (4) representatives of the Union and not more than four (4) representatives of the Employer.
- 29.2 The purpose of the Committee is to:
- (a) be proactive in addressing joint problems and workplace issues;
  - (b) promote effective and timely Union/Employer communications;
  - (c) demonstrate respect for the legitimate roles and responsibilities of Union and Employer.
- 29.3 The Committee is not a forum for discussing the details of grievances in progress, but can address all matters relating to the interpretation, application and administration of the Agreement.
- 29.4 The Committee will meet quarterly, and at such times of pressing need. The meetings will be chaired on a rotation basis between Union and Employer.
- 29.5 An agenda, and supporting documentation, shall be provided three (3) working days in advance of a Committee meeting.
- 29.6 Following a Committee meeting, minutes will be circulated to both parties within five (5) business days.

## **ARTICLE 30: DUTY TO ACCOMMODATE**

- 30.1 In circumstances where a member of the CUPE bargaining unit may be unable to perform the regular duties of his/her position due to a mental or physical disability, the Employer and the Union, together with the affected Employee, shall meet to discuss and

to consider the available evidence regarding the existence and nature of the disability and, if necessary, options with respect to the accommodation of the Employee.

The parties agree to work together to consider how the Employee's disability can best be accommodated without causing undue hardship to the Employer, the Employee, or the Union. The affected Employee shall participate and cooperate fully in this process.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT  
THIS 18 DAY OF May, 2022

WESTLOCK COUNTY

CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 3007

A large black rectangular redaction box covers the signature area for both parties. Below the redaction, there are faint horizontal lines and some illegible handwritten marks.

**APPENDIX 1 – WAGE RATES**

WAGE RATES	2021 (0%)	
	Probationary / Trial Period	Hourly Rate
CLASSIFICATION		
Mechanic or Welder	31.91	35.90
Lead Mechanic	35.40	39.81
Heavy Equipment Operators	28.46	31.62
Motor Grader Operators	28.46	31.62
Truck Drivers	28.46	31.62
Labourer 1	18.37	20.42
Labourer 2	20.10	22.91
Labourer 3	21.57	23.99
Labourer 4	24.00	26.65
Public Works Lead Hand	31.32	34.80
Public Works Operations Assistant	25.03	28.16
Administrative Assistant	25.03	28.16
Financial Assistant	29.60	33.30
Intermediate Accountant Level 1	31.91	35.90
Intermediate Accountant Level 2	34.19	38.46
Intermediate Accountant Level 3	36.47	41.03
Receptionist / Accounting Clerk	24.37	27.41
Accounting Clerk	28.26	31.12
Payroll and Benefits Administrator	30.32	33.35
Transfer Station Attendant 1	17.14	19.04
Transfer Station Attendant 2	23.98	26.64
Transfer Station Attendant 3	26.80	29.69
Tax Assessment / IT Clerk	29.03	32.65
Utility Operator Level 1	27.01	30.38
Utility Operator Level 2	28.77	32.37
Utility Operator Level 3	30.54	34.35
Utility Operator Level 4	31.71	35.66
Utility Operator Level 5 – Lead Hand	34.88	39.23
Community Services Coordinator	34.90	38.46
Development Officer	33.14	36.78

**APPENDIX 1 (cont'd)**

<b>ON CALL RATES</b>	<b>2021 (0%)</b>
Weekday	27.91
Weekend	39.07
General Holiday	50.24

<b>WAGE RATES</b>	<b>2022 (1.5%)</b>	
<b>CLASSIFICATION</b>	<b>Probationary / Trial Period</b>	<b>Hourly Rate</b>
Mechanic or Welder	32.39	36.44
Lead Mechanic	35.93	40.41
Heavy Equipment Operators	28.89	32.09
Motor Grader Operators	28.89	32.09
Truck Drivers	28.89	32.09
Labourer 1	18.65	20.73
Labourer 2	20.40	23.25
Labourer 3	21.89	24.35
Labourer 4	24.36	27.05
Public Works Lead Hand	31.79	35.32
Public Works Operations Assistant	25.41	28.58
Administrative Assistant	25.41	28.58
Financial Assistant	30.04	33.80
Intermediate Accountant Level 1	32.39	36.44
Intermediate Accountant Level 2	34.70	39.04
Intermediate Accountant Level 3	37.02	41.65
Receptionist / Accounting Clerk	24.74	27.82
Accounting Clerk	28.68	31.59
Payroll and Benefits Administrator	30.77	33.85
Transfer Station Attendant 1	17.40	19.33
Transfer Station Attendant 2	24.34	27.04
Transfer Station Attendant 3	27.20	30.14
Tax Assessment / IT Clerk	29.47	33.14
Utility Operator Level 1	27.42	30.84
Utility Operator Level 2	29.20	32.86
Utility Operator Level 3	31.00	34.87

APPENDIX 1 (cont'd)

Utility Operator Level 4	32.19	36.19
Utility Operator Level 5 – Lead Hand	35.40	39.82
Community Services Coordinator	35.42	39.04
Development Officer	33.64	37.33

ON CALL RATES	2022 (1.5%)
Weekday	28.33
Weekend	39.66
General Holiday	50.99

WAGE RATES	2023 (1.5%)	
CLASSIFICATION	Probationary / Trial Period	Hourly Rate
Mechanic or Welder	32.88	36.99
Lead Mechanic	36.47	41.02
Heavy Equipment Operators	29.32	32.57
Motor Grader Operators	29.32	32.57
Truck Drivers	29.32	32.57
Labourer 1	18.93	21.04
Labourer 2	20.71	23.60
Labourer 3	22.22	24.72
Labourer 4	24.73	27.46
Public Works Lead Hand	32.27	35.85
Public Works Operations Assistant	25.79	29.01
Administrative Assistant	25.79	29.01
Financial Assistant	30.49	34.31
Intermediate Accountant Level 1	32.88	36.99
Intermediate Accountant Level 2	35.22	39.63
Intermediate Accountant Level 3	37.58	42.27
Receptionist / Accounting Clerk	25.11	28.24
Accounting Clerk	29.11	32.06

**APPENDIX 1 (cont'd)**

Payroll and Benefits Administrator	31.23	34.36
Transfer Station Attendant 1	17.66	19.62
Transfer Station Attendant 2	24.71	27.45
Transfer Station Attendant 3	27.61	30.59
Tax Assessment / IT Clerk	29.91	33.64
Utility Operator Level 1	27.83	31.30
Utility Operator Level 2	29.64	33.35
Utility Operator Level 3	31.47	35.39
Utility Operator Level 4	32.67	36.73
Utility Operator Level 5 – Lead Hand	35.93	40.42
Community Services Coordinator	35.95	39.63
Development Officer	34.14	37.89

<b>ON CALL RATES</b>	<b>2023 (1.5%)</b>
Weekday	28.75
Weekend	40.25
General Holiday	51.75

**APPENDIX 1 (cont'd)**

**NOTES TO WAGE GRIDS**

1. Where an Employee has previous related experience satisfactory to the Employer, they may be hired at the permanent rate of pay; however, the full probationary period must be served.
2. The hourly rate of Utility Operators will be determined by their level of certification as recognized by Alberta Environment and experience as follows:
  - Labourer - Does not possess a Level 1 Water and Wastewater Treatment Operator Certificate.
  - Utility Operator 1 - Possess a Level 1 Water and Wastewater Treatment Operator Certificate with one year experience after obtaining a Level 1 Water and Wastewater Treatment Operator Certificate.
  - Utility Operator 2 - Possess a Level 1 Water and Wastewater Treatment Operator Certificate with two years' experience after obtaining a Level 1 Water and Wastewater Treatment Operator Certificate.

- Utility Operator 3 - Possess a Level 1 Water and Wastewater Treatment Operator Certificate with three years' experience after obtaining a Level 1 Water and Wastewater Treatment Operator Certificate.
- Utility Operator 4 – Possess a Level 1 Water and Wastewater Treatment Operator Certificate with four years' experience with Water and Wastewater treatment.
- Utility Operator 5 Lead Hand – Possess a Level 1 Water and Wastewater Treatment Operator Certificate with four years' experience with Water and Wastewater treatment and additional related responsibilities as assigned by the Transportation and Utilities General Manager.

Note: Years of experience is not limited to employment with Westlock County.

LETTER OF UNDERSTANDING #1

Re: Job Descriptions

Between

Westlock County

And

Canadian Union of Public Employees Local 3007

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Following the signing of this Collective Agreement both parties will have three (3) months to complete a review of all County Job Descriptions. This review shall include the following:

- Which positions exist as per the Organization Chart
- Which positions are in-scope /included in the bargaining unit
- Which positions are managerial
- Which positions are out-of-scope/excluded from the bargaining unit

The parties agree to put all relevant existing policy grievances in abeyance until completion of this review. The parties further agree that any dispute regarding this review is subject to the Collective Agreement Grievance Procedure.

The County will ensure that each position has a job description, that job descriptions are up to date, appropriately classified and compensated, and are available to Employees. The County will continue to review and update job descriptions on an ongoing basis and to amend the Organization Chart as necessary changes are made.

The County shall meet with the Union whenever changes are made to positions, other than manager positions, and/or changes are made to the Organization Chart to communicate the purpose of such changes and to resolve any questions or concerns that the Union may have.

Dated this 18 day of May, 2022.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

LETTER OF UNDERSTANDING #2

Re: National Day for Truth and Reconciliation

Between

Westlock County

And

Canadian Union of Public Employees Local 3007

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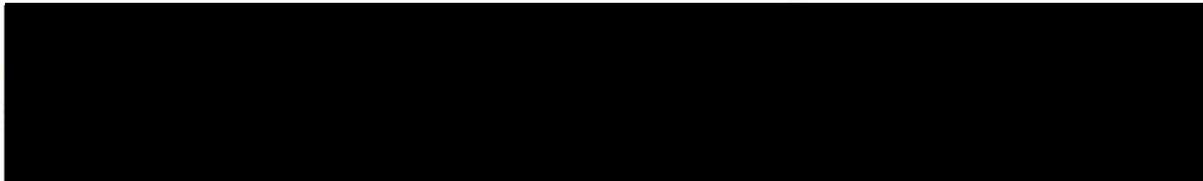
The parties agree that the Chief Administrative Officer shall recommend to Council that the National Day for Truth and Reconciliation be considered as one of the General Holidays included under Article 11 in 2022 and 2023.

The parties further agree that any dispute regarding this matter is not subject to the Collective Agreement Grievance Procedure.

Dated this 18 day of May, 2022.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION





LETTER OF UNDERSTANDING

BETWEEN

WESTLOCK COUNTY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3007

RE: Article 23 GRIEVANCE PROCEDURE

The parties agree to change clause 23.2(b)(i) to read as below:

- (b) Policy grievances, that is, grievances which cannot be made a grievance of an individual Employee and must be initiated by the Union. The procedure for the settling of grievances shall be as follows:
  - (i) A policy grievance must be initiated in writing by the Union ~~with~~ to the CAO of the County ~~under 23.4~~ at **Step Two** 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 clause or clauses of this Agreement upon which the grievance is based and the remedy requested.

Signed this 18 day of Jan, <sup>2023</sup>~~2022~~.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION



**Letter of Understanding #2022-1**

**Between**

**Westlock County**

**and**

**Canadian Union of Public Employees Local 3007**

**Addition of Multiple Position Classifications**

The parties agree to add classifications for a Community Peace Officer, Executive Assistant and Assistant Agricultural Fieldman. These classifications establish the rate of pay for newly created positions.

The rate of pay for these positions shall be:

<b>Wage Rates</b>	<b>2022 (1.5%)</b>		<b>2023 (1.5%)</b>	
	<b>Probationary</b>	<b>Hourly Rate</b>	<b>Probationary</b>	<b>Hourly Rate</b>
Community Peace Officer 1 - Level 1	34.75	38.92	35.27	39.50
Community Peace Officer 1 - Level 2	35.79	40.09	36.33	40.69
Community Peace Officer 1 - Level 3	36.86	41.29	37.42	41.91
Community Peace Officer 1 - Level 4	37.97	42.53	38.54	43.16
Executive Assistant Level 1	29.91	33.50	30.36	34.00
Executive Assistant Level 2	31.19	34.93	31.66	35.45
Executive Assistant Level 3	32.52	36.43	33.01	36.97
Executive Assistant Level 4	33.92	37.99	34.43	38.56
Assistant Agricultural Fieldman Level 1	32.62	36.53	33.11	37.08
Assistant Agricultural Fieldman Level 2	33.59	37.63	34.10	38.19

Assistant Agricultural Fieldman Level 3	34.60	38.75	35.12	39.34
Assistant Agricultural Fieldman Level 4	35.64	39.92	36.17	40.52

Notes to Wage Grids

1. Where the employee has previous related experience satisfactory to the Employer, they may be hired at the permanent rate of pay prior; however, the full probationary period must be served.
2. The hourly rate for the Community Peace Officer, Executive Assistant and Assistant Agricultural Fieldman will be determined by their years of service.
  - a. Level 1: Has 0-1 years of service
  - b. Level 2: Has 1-2 years of service
  - c. Level 3: Has 2-3 years of service
  - d. Level 4: Has 3+

Signed this 20<sup>th</sup> day of July, 2022.

WESTLOCK COUNTY

CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 3007

