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THE COUNTY OF WETASKIWIN NO. 10

- and -

THE INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL 955

# COLLECTIVE AGREEMENT

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COLLECTIVE AGREEMENT made this 1st day of January, A.D. 1996

BY AND BETWEEN:

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

OF THE FIRST PART

- and -

**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 955**,  
(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 and settled conditions of employment between the County 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 employees in the bargaining unit;

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

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

## **ARTICLE 1.00 DEFINITIONS**

### **1.01 Classification**

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

## **1.02 Employee**

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

## **1.03 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.

## **1.04 Part-time Employee**

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

## **1.05 Permanent Employees**

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

## **1.06 Position**

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

## **1.07 Probationary Employee**

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

## **1.08 Promotion**

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

## **1.09 Regular Hours of Work**

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

**1.10 Regular Days Pay**

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

**1.11 Regular Rate of Pay**

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

**1.12 Temporary or Casual Employee**

"temporary employee" or "casual employee" shall mean an employee who is filling a position on a temporary basis.

**1.13 Trial Term**

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

**ARTICLE 2.00 SCOPE**

**2.01** As outlined in Certificate Number 205-95 this Agreement shall apply to all employees except those covered by Certificate No. 98-92 office clerical and custodial employees; special constables and homemakers.

**ARTICLE 3.00 MANAGEMENT RIGHTS**

**3.01** The Union recognizes that it is the exclusive right of the County to exercise all of the usual and customary rights of Management, including the right to manage its business, direct the working forces, make rules and regulations, hire, transfer, classify, promote, demote, lay off, 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.

**ARTICLE 4.00 UNION RECOGNITION AND NEGOTIATION**

**4.01** The County recognizes the Union as the sole bargaining agent for those employees covered by this Agreement.

- 4.02** The County shall not enter into any Agreement with any individual employee or **group** of employees covered by this Agreement respecting the terms and conditions of employment which may conflict with the terms of this Agreement.
- 4.03** The County hereby agrees **to** negotiate with the Union or any of its authorized committees concerning matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them. In order that this **may** be carried out, the Union will supply the County with the names of its officers. Likewise, the County shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.
- 4.04** The County shall deduct from all employees covered by this Agreement an amount equal to the monthly dues in a manner which is in keeping with the payroll system in effect in the County. In all instances, such deductions shall be forwarded to the Union not later than **the fifteenth (15) day of** the month following, accompanied by a list of names of those employees from whose wages deductions have been made.
- 4.05** The County shall supply to each employee within the bargaining unit a copy of this 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.
- 4.06** The County agrees that it will not discriminate against an employee because of membership or activity in the Union or the exercise of his lawful Union rights.
- 4.07** All correspondence between the parties, except as otherwise set out in **this** Agreement, arising out of this Agreement or incidental thereto, shall pass to **and from** the County Administrator and the District Representative (Stationary and Mining Division) of the Union (with a copy to the Chief Steward).
- 4.08** The County Administrator agrees that a duly accredited officer of the Union, or business agent, shall be admitted to the County's premises provided written permission is obtained from **the** County. Such permission **will** not be unreasonably withheld.

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

- 5.01** A Labour Management and Safety Committee **shall** be established consisting of **two** (2) representatives of the Union and two (2) representatives of **the** County. The Committee shall enjoy the **full** support of both parties to this Agreement in the interests of maximum service to the public.

- 5.02** The Labour Management and Safety Committee shall at the initial meeting draft terms of reference and rules of operation and procedure. Such rules or terms of reference and procedures shall be submitted to the Union and the County for approval.
- 5.03** Matters of concern to the County or Union may be forwarded to the Labour Management and Safety Committee by either party to this Agreement for discussion and recommendations as to the resolution of the problem.
- 5.04** The Committee shall not have jurisdiction over wages, or any other matter of collective bargaining, including the administration of this Agreement. The Committee shall not supersede the activities of any other Committee of the Union or the County and does not have the power to bind either the Union or its members or the County to any decisions or conclusions reached in their discussions and conclusions.
- 5.05** Copies of all motions, resolutions and by-laws or rules and regulations adopted by the County which affect the employees covered by this Agreement are to be forwarded to the President and Secretary of the Union.

## **ARTICLE 6.00 HOURS OF WORK**

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

## ARTICLE 7.00 WAGES

- 7.01** The regular rates of pay set out in Appendix "A" to this Agreement shall apply during the term of this Agreement.
- 7.02** The County shall pay salaries and wages monthly in accordance with Appendix "A". The County may establish different pay days for salaried employees and hourly rated employees. On each pay day each employee shall be provided with an itemized statement of his wages, overtime, and other supplementary pay and deductions.
- 7.03** An employee in the service as of the ratification of this Agreement shall be eligible for retroactive payment of regular wages paid to the employee during the period from January 1st, 1996 to the date of implementation of this Agreement.
- 7.04** Past employees who were in the service between January 1st, 1996 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.
- 7.05** An employee shall, upon giving at least ten (10) working days notice, receive on the last office day preceding commencement of his annual vacation any pay cheques which will fall due during his period of vacation.
- 7.06** Subject to Article 7.07, where an employee relieves for a period in excess of one (1) day in a position having a different wage rate than the employee's regular wage rate, he shall be paid at the wage rate for the position in which he is relieving.
- 7.07** When a machine breaks down and is brought into the County shop for repairs, the operator will be laid off until the machine is ready unless he is specifically directed to assist in the repairs by the shop foreman.
- 7.08** Employees appointed by the County to temporarily relieve in positions outside of the scope of the bargaining unit shall be paid for such relief work in accordance with policy determined from time to time by the County.
- 7.09** **Mechanics who are required** by the County to supply their own hand tools shall be paid a monthly tool allowance of ~~sixty~~ (\$60.00) dollars.
- 7.10** The prevailing County mileage rate shall be paid to an employee using his own motor vehicle on county business when requested and approved by the employee's supervisor in writing.



## ARTICLE 8.00 OVERTIME

- 8.01** Where an employee is required to work in excess of a full shift, **all** such work shall be considered overtime **and** shall be paid at one and one-half (1½ x) times his regular hourly rate of pay for each overtime hour worked. Overtime worked on a statutory holiday shall be paid at two (2x) times the regular hourly rate of pay.
- 8.02** Part-time employees shall only be paid overtime rates if the hours worked are in excess of the hours for a full-time position as specified in Articles 6.01 **and** 6.02.
- 8.03** All overtime must be authorized by supervisory personnel as designated by the County prior to the overtime hours worked. Payment for overtime will not be made if such authorization has not been granted.
- 8.04** An employee shall not be required by the County to **lay-off** during regular hours to equalize any overtime worked. An employee and the County may mutually agree to the employee receiving equal time off in lieu of the payment of overtime pay with such time off to be taken at a time mutually agreeable to the employee and the County.
- 8.05** An employee shall continue to receive the overtime rate after each **shift** until a **break** of eight (8) consecutive hours occurs.

## ARTICLE 9.00 STATUTORY HOLIDAYS

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

New <b>Year's</b> Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria <b>Day</b>	Half Day before Christmas Day
Canada Day	Christmas Day
August Civic Holiday	Boxing Day

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

- 9.02** All salaried employees within the scope of this Agreement, shall receive the recognized statutory holidays for which they are eligible with pay provided they are available for work in accordance with their regular hours of work preceding and following the designated day for observance of the holiday or on approved leave for a period of ten (10) working days or less duration.

- 9.03** All hourly-rated employees shall, in lieu of statutory holidays, be paid holiday pay at the rate of four point six (4.6%) per cent of their annual **gross** regular earnings and such sum shall be paid to such employees at the end of the calendar year or earlier if requested by the employee.
- 9.04** Where the County designates a day off in lieu of the actual statutory holiday for the majority of its employees, salaried employees may be allowed off on such day. In the event that this conflicts with the County work schedule, the employee shall be allowed a day off in lieu of the statutory holiday at a time specified by the County.
- 9.05** To be eligible for a statutory holiday or holiday pay an employee must have worked for the County for not less than thirty (30) days in the twelve (12) month period preceding the holiday.

## **ARTICLE 10.00 ANNUAL VACATION LEAVE**

- 10.01** An employee shall receive an annual vacation with **pay** in accordance with his continuous years of employment as follows:
- (a) 1 to 9 years of service - three (3) weeks
  - (b) 10 to 14 years of service - four (4) weeks
  - (c) 15 to 19 years or more of service - five (5) weeks
  - (d) 20 years or more service - six (6) weeks
- 10.02** An employee's length of service shall be calculated according to the employee's seniority date.
- 10.03** Salaried employees with less than one (1) year of continuous service shall receive a vacation or money in lieu thereof in proportion to their service based upon one (1) year of continuous service entitling an employee to three (3) weeks vacation.
- 10.04** Hourly-rated employees **shall**, in lieu of a vacation, **be** paid vacation pay at a percentage (6%, 8%, 10% or 12% as the case may be) of their gross regular earnings and such payment shall be made at the end of each calendar year or earlier if requested by the employee.
- 10.05** If a recognized statutory holiday **falls** or is observed during an employee's vacation period he shall be allowed an additional vacation day with pay immediately following his vacation period or an additional day of vacation on some other day if mutually agreed to between the employee and his supervisor.

- 10.06** Vacation pay for each week of vacation shall be at the regular rate of pay.
- 10.07** Vacation entitlement shall be determined as at January 1st and the years of service of an employee shall be calculated from that point in time. Employees with less than one (1) year of service shall also have their vacation calculated as at January 1st and such entitlement shall be based upon the length of service in the preceding year.
- 10.08** Employees who are separated from employment with the County shall receive payment for the vacation to which they are entitled in accordance with the terms of this Agreement.
- 10.09** Vacation schedules shall be posted by April 30th of each year and insofar as the efficient operation of a department will permit, an employee shall have the right to choose his period of vacation according to seniority. If, in the opinion of the head of the department, the period of vacation leave chosen by an employee conflicts or interferes with the efficient operation of the department, the department head shall give notice to the employee and have the employee choose an alternate vacation period acceptable to the department head. In the event that the employee does not choose an alternative period acceptable to the department head, the department head shall assign the vacation period.
- 10.10** An employee shall be entitled to receive his vacation in an unbroken period except where his vacation entitlement is in excess of three (3) weeks. In such a case, the employee's vacation entitlement may be taken in an unbroken period only with the approval of the County.
- 10.11** All employees shall take vacation leave in the same year in which the vacation entitlement falls, except as otherwise permitted in writing by the County.
- 10.12** An employee who has been on leave of absence or sick leave without pay for thirty (30) or more consecutive calendar days, except where the leave is for the purpose of attending a training course, shall, for the year in which the absence occurs, earn annual vacation with pay proportionate to the number of months that the employee worked with pay in the service of the County.

## **ARTICLE 11.00 LEAVE OF ABSENCE**

- 11.01** Leave of absence may be granted with or without pay at the discretion of the County to an employee.
- 11.02** The County shall grant leave of absence to employees representing the Union in accordance with the following provisions:

- (a) In the event that an employee is elected or appointed to the negotiating committee for the Union, he shall be granted leave with pay for the purpose of attending joint collective bargaining meetings (excluding conciliation, mediation or binding arbitration) in the establishment of a new Collective Agreement. It is understood that no more than two (2) employees will be granted leave for the purpose of attending the said meetings on behalf of the Union and that the County Administrator 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.
- (b) If an accredited representative of the Union is required to meet with County representatives, or attend a hearing to discuss a grievance during working hours, he shall be granted leave with pay subject to suitable arrangements with his immediate supervisor concerning his own work responsibilities. If the employee who is grieving is required to attend a hearing, he shall be granted leave with pay at his regular rate of pay.

**11.03** An employee shall be granted leave as necessary, up to a maximum of three (3) regularly scheduled consecutive work days, without loss of pay at his 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, mother-in-law, father-in-law, grandparent, grandchild, child, brother, sister, brother-in-law, sister-in-law and any relative who has been residing in the employee's household. Where the burial occurs outside the province, such leave may also include necessary travelling time, not to exceed five (5) calendar days.

**11.04** An employee shall not suffer any loss of regular wages as a result of serving on a jury or being required to testify in any court proceedings arising from his employment. The employee shall pay over to the County any fees received for jury duty or testifying.

**11.05** Maternity leave without pay and without loss of seniority shall be granted in accordance with the Employment Standards Code.

**11.06** An employee shall use a leave of absence only for or related to the purpose for which it was granted. If a leave of absence is used for any other purpose the employee shall be deemed to have terminated his employment with the County.

## **ARTICLE 12.00 SICK LEAVE**

**12.01** When used in this Section the word "disability" shall mean the inability of an employee to perform the regular duties of his position by reason of physical illness or injury which does not qualify for Workers' Compensation or any other income replacement plan.

- 12.02** Permanant and probationary employees shall earn sick leave at the rate of two (2) days of sick leave for each month employed, up to a maximum accumulation of ninety (90) days entitlement. Employees shall be deemed to be employed during a calendar month for purposes of sick leave entitlement where the employee has worked twelve (12) or more full days in the particular calendar month.
- 12.03** An employee shall be paid sick leave only for the number of regular hours the employee would have worked had he not been on sick leave. An employee shall not be paid for any hours he would not have worked due to weather conditions or shortage of work. If a grader operator is sick, the amount of sick time allocated to that operator will be based on the average regular hours worked by the adjoining operators in that given area. The number of hours worked will be determined solely by the Public Works Superintendent and will not be subject to the grievance procedures.
- 12.04** A deduction shall be made from accumulated sick leave of all days absent from work as a result of a disability, Absence for less than half a day shall not be deducted. Absence for half a day or more, and less than a full day shall be deducted as a half day.
- 12.05** Employees shall not be credited with or accumulate sick leave entitlement while on lay off or while on a leave of absence.
- 12.06** An employee may be required to deliver to the County a doctor's certificate proving disability in order to be eligible for sick leave pay. When the disability is of a duration of three (3) days or longer such a medical certificate shall be supplied by the employee to the County. For any disability in excess of two (2) weeks, the County may require further medical certificate(s) as deemed appropriate by the County. Prior to permitting an employee to return to work from an absence due to a disability, the County may require the employee to submit medical proof, satisfactory to the County, of the employee's ability to satisfactorily perform the regular duties of his position.
- 12.07** Upon request, the County shall advise each employee of the amount of sick leave entitlement accrued to his credit.
- 12.08** An employee shall not be entitled to sick leave only for purposes of attending at a doctor's or dentist's appointment, or any other similar appointment. With the prior permission of the employee's supervisor, an employee may be allowed time off with pay for purposes of such appointments.

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

- 13.01** It shall be a condition of employment for all full-time permanent employees to participate in the Local Authorities Pension Plan. The County and employees shall make contributions in accordance with the provisions of the Plan.

- 13.02** It shall be a condition of employment for all full-time permanent employees to participate in the existing A.M.E.B.S. benefit plans for life insurance, extended health care, disability insurance and dental care.
- 13.03** Effective January 1, 1996, the County shall contribute Seventy-five (75%) percent of the premium costs for Alberta Health Care and the AMEBS benefit plans, and the employer portion of these benefits **will** not exceed the dollar value of the same benefits paid as of January 1, 1996.
- 13.04** An employee prevented from performing his regular work with the County on account of an occupational accident that is covered by the Workers' Compensations Act shall, **for** the period covered by four (4) times his accumulated sick leave entitlement, receive from the County the difference between the amount payable by the Workers' Compensation Board and his regular salary while the employee receives compensation from the Workers' Compensation Board.

#### **ARTICLE 14.00 PROBATION AND TRIAL TERM**

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

## ARTICLE 15.00 SENIORITY

- 15.01** When an employee achieves permanent status, his length of unbroken service (including such service prior to certification of the Union) in positions coming within the scope of this Agreement shall determine his seniority standing. Temporary employees shall not have seniority standing.
- 15.02** A temporary transfer from one branch of a department to another branch of the same department or from one department to another department **for** a period of less than twelve (12) months, even **if** such a transfer is outside the jurisdiction of the Union, shall not affect the normal **seniority** standing of such employee.
- 15.03** A list showing the seniority of employees within the jurisdiction of the bargaining unit shall be furnished annually by the County to the Union upon request but not more **than** once a year.
- 15.04** An employee shall not **lose** seniority rights if he is absent from work because of sickness, accident, **lay-off**, or leave of absence approved by the County. An employee shall lose his seniority in the event:
- (a) He is discharged and is not reinstated;
  - (b) He resigns;
  - (c) He is **laid** off and fails to report for work within seven (7) working days after being notified to do so. It shall be the responsibility of the employee to keep the County informed of his current address;
  - (d) He is laid off **for** a period in excess of one (1) year.

## ARTICLE 16.00 POSTING AND FILLING VACANCIES

- 16.01** Any vacancy in a permanent position or a newly created permanent position within the scope of **this** Agreement which is required to be filled must be **posted** immediately and shall remain **posted** for a period of five (5) calendar days in all departments having jobs coming within the **scope** of this Agreement.
- 16.02** All job **postings** shall contain at least the following information: nature of the position, qualifications, required knowledge and education, skills, shift and wage or salary rate.
- 16.03** Where the County deems it appropriate to **fill** the position immediately, a temporary appointment may be made for the duration of the posting procedure.
- 16.04** A copy of all **postings** shall be sent to the Union.

- 16.05** All applications shall be addressed to the head of the department in which the vacancy occurs. The department head shall notify the Union of the proposed appointee.
- 16.06** The Union agrees that it shall be the exclusive right of the County to determine which person shall be hired, transferred or promoted to fill a vacancy, subject to the County following the procedures specified in this Article 16.00. The County agrees that it **will** give consideration **to** existing employees who are qualified for positions that become available.
- 16.07** No employee shall be transferred to **a** position outside the bargaining unit without his consent.

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

- 17.01** In the event of a lay-off by the County, employees, excepting patrol operators and those employees affected by seasonal lay-offs, shall be laid **off** within each affected classification in the reverse order of their seniority provided that those remaining have the required knowledge, qualifications, abilities and skills to fill the positions available.
- 17.02** Employees, excepting patrol operators and those employees affected by seasonal lay-offs, shall be recalled in the order of their seniority within the affected classification when **work** becomes available provided that they have the required knowledge, qualifications, abilities and skills **io** fill the position available.
- 17.03** Where an employee is temporarily relieving in a different classification for a period **of** sixty (60) days or less, or where an employee **is** temporarily recalled in a different classification for a period of sixty **(60)** days or **less**, the employee, for the purposes **of** determining his lay off and recall rights, shall **be** deemed to be occupying his normal classification and not the classification in which he is temporarily relieving or to which he has been temporarily recalled.
- 17.04** In the event of lay-off or retirement, employees **so** affected may elect (for a maximum term of twelve (12) months) to continue payment **for** benefits where the carrier permits. Employees **so** affected may **have** the right to continue coverage **of** benefits through direct payments to the County **of** the total premium payable.
- 17.05** No new employees shall be hired until **those** laid off who have the **required** knowledge, qualifications, abilities and skills have been given an opportunity **of** recall.



## **ARTICLE 18.00 CLASSIFICATION**

- 18.01** The establishment and maintenance of a classification plan covering employees within the jurisdiction of the Union shall be the responsibility of the County. The County may develop classification specifications in accordance with the classification plan and shall provide specifications to the Union as they become available.
- 18.02** In the event that a new classification not covered in Appendix "A" is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the County and the Union. If the parties are unable to agree on the rate of pay for the new classification, such dispute may be submitted to grievance and arbitration.

## **ARTICLE 19.00 GRIEVANCE AND ARBITRATION PROCEDURES**

- 19.01** 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:
- 19.02** Grievance shall be of two (2) types, namely:
- (a) Individual grievances, that is, grievances relating to or affecting the rights of one (1) or more specific individuals.
  - (b) Policy grievances, that is grievances which cannot be made a grievance of an individual employee and must be initiated by the Union.
- 19.03** The procedure for the settling of grievances shall be as follows:
- (a) Individual grievances must be initiated in writing within ten (10) working days of the day of the incident giving rise to the grievance and shall be initiated by the Union or the individual concerned with the department head of the individual concerned. All grievances shall specify the details of the grievance, the clause or clauses of this Agreement upon which the grievance is based, and the remedy requested.
  - (b) The department head shall review the grievance and shall provide the Union and the Griever with a written decision together with the reasons therefor within ten (10) working days from the day that the grievance was initiated.

- (c) If the decision of the department head does not settle the grievance, the Union must within five (5) working days from the day that the decision was received by the Union, appeal the decision in writing to the County Administrator and such appeal shall specify all the details of the grievance including the nature of the grievance, the clause or clauses of this Agreement upon which the grievance is based, and the remedy requested.
- (d) The County Administrator shall render a written decision on the grievance within ten (10) working days of the day that the grievance was appealed to the County Administrator together with the reasons for his decision.
- (e) If the decision of the County Administrator does not settle the grievance, the Union must within five (5) working days from the day the decision was received by the Union, providing that the grievance has been properly processed in accordance with the grievance procedure, refer the grievance to an arbitration board as hereinafter set out.
- (f) A policy grievance must be initiated in writing by the Union with the County Administrator within fifteen (15) working days from the time of the incident which gives rise to the grievance. The policy grievance shall specify all of the details of the grievance including the nature of the grievance, the clause or clauses of this 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 Article 19.03, "working days" shall mean consecutive days exclusive of Saturday or Sunday.

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

**19.05** Time limits in the grievance procedure may be extended by mutual agreement in writing between the County and the Union.

**19.06** 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.

**19.07** If the County fails to appoint an arbitrator within the time limit specified, or if the two (2) nominees fail to agree upon a Chairman within seven (7) days of their appointment, the required appointment shall be made by the Minister of Labour upon the request of either party.

- ~~19.08~~ The Arbitration Board shall determine its own procedure and shall give all parties the opportunity to present evidence and make representations.
- 19.09 The Arbitration Board shall hear and determine the grievance and shall issue an award in writing and its decision is final and binding upon the County and the Union and upon any employee affected by it. The decision of the majority is the award of the Arbitration Board, but if there is no majority, the decision of the Chairman governs and it is then deemed to be the award of the Board.
- 19.10 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.
- 19.11 The Arbitration Board, by its decision, shall not alter, amend or change the terms of this Collective Agreement.
- 19.12 The time limits fixed in the arbitration procedure may be extended by the mutual consent of the parties.
- 19.13 By agreement between the County and the Union, a grievance may be referred to a single arbitrator rather than a three (3) person Arbitration Board as provided in Article 19.06.
- 19.14 In order to provide an orderly and speedy procedure for settling of grievances, the County acknowledges the rights and duties of the Union stewards. The steward, subject to Article 19.15, may assist any employee which the steward represents in preparing and presenting his grievance in accordance with the grievance procedure.
- 19.15 The County agrees that stewards shall not be hindered with in the performance of their duties while investigating a grievance as provided in this Article. The Union recognizes that each steward is employed by the County and that he will not leave his work during working hours without first obtaining the permission of his supervisor in accordance with Article 11.02(b).

## **ARTICLE 20.00 AMENDMENT AND TERMINATION**

- 20.01 This Agreement shall be in full force and effect as of January 1st, 1996 and continue in full force and effect until the 31st day of December, A.D. 1997 and from year to year thereafter except as hereinafter provided.
- 20.02 Either of the parties hereto may service 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.

**20.03** 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.

SIGNED this 7th day of February A.D. 1996

COUNTY OF WETASKIWIN NO. 10

INTERNATIONAL UNION OF  
OPERATING ENGINEERS, LOCAL 955

Per:

Wallace Wilson  
Wallace Wilson

Per:

Norm Sliter  
Norm Sliter

Per:

Frank Coutney  
Frank Coutney

Per:

Mel Watters  
Mel Watters

APPENDIX "A"

**RATES OF PAY**

<b>Classification</b>	<b>1996</b>	<b>1997</b>
Ass't. Ag. Fieldman	\$33,729/year	\$33,729/year
Spray Operator	\$12.83/hour	\$13.15/hour
Beaver Trapper	\$9.85/hour	\$10.10/hour
Landfill Attendant	\$10.67/hour	\$10.94/hour
Water/Sewage Attendant	\$10.67/hour	\$10.94/hour
Heavy Duty Mechanic	\$31,789/year	\$32,573/year
Auto Mechanic	\$31,789/year	\$32,573/year
Welder	\$31,421/year	\$32,205/year
Yardman	\$11.78/hour	\$12.07/hour
Partsman	\$13.65/hour	\$13.65/hour
Equipment Operator	\$13.65/hour	\$13.99/hour
Truck Driver	\$12.57/hour	\$12.88/hour
Patrol Operators	\$14.48/hour	\$14.77/hour
Labourer	\$9.32/hour	\$9.55/hour

**Notes:**

1. Probationary employees and trainees, except apprentices, shall be paid 90% of the rates specified above.
2. Apprentices shall be paid at the percentage of journeyman rates, for the applicable trade, prescribed by provincial legislation.
3. Where any employee has previous related experience, he may be allowed the permanent rate of pay, as determined by the County, prior to the expiration of his probationary period.

## APPENDIX "A" Continued

4. Employees whose existing rate of pay is greater than the rate set out **above** shall be "red circled" and shall not suffer any loss **of** their normal pay rates during the term of this Agreement **as** a result of the schedule of **wages set** out above.
5. Permanent Patrol Operators who are not on lay-off shall, effective January 1, 1996 receive a minimum guarantee of \$1,500.00 gross earnings per month for standby pay for the months November to March inclusive.
6. Temporary employees, other than trainees, shall **be** paid at the **job** rate.
7. The **County of Wetaskiwin** will provide the Mechanic's tool insurance coverage values as appraised **by** the County's insurance company, with the Mechanics responsible for two hundred and fifty (\$250.00) dollar deductible.

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