

# COLLECTIVE AGREEMENT

BETWEEN

**CUPE** / Canadian Union  
of Public Employees  
**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 3007**

AND

  
**WESTLOCK COUNTY**

**JANUARY 1, 2024 - DECEMBER 31, 2026**

  
Canadian Office &  
Professional Employees  
JU/mz/mv/Local #491

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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 the harmonious relations and settled conditions of employment between the County Employer 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;
5. Promote the health and safety of all County Employees; and
6. That both Parties agree to act in a fair and reasonable manner.

**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 from January 1, 2024 to December 31, 2026.

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. A casual employee works irregularly or on a call-in basis and has the right to refuse work. The following Articles, except as otherwise stated, do not apply to Casual Employees.

Article 10 – Tool & Clothing Allowance

Article 11 – General Holidays

Article 12 – Annual Vacation Leave

Article 13 – Leave of Absence

Article 13.9 – Sick Leave

Article 14 – Health Care Benefits

Article 15 – Health & Wellness Account

Article 16 – Pensions

Article 18 – Promotions

Article 19 – Layoffs and Recalls

Article 20 – Posting and Filling Vacancies

Article 21 – Seniority

Article 26 – Member Education

Article 27 – Dual Trade Certification

- 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. The parties agree to amend this Collective Agreement to contain gender neutral and gender inclusive language throughout.
- 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. The following Articles, except as otherwise stated, do not apply to Seasonal Employees.

- Article 10 – Tool & Clothing Allowance
- Article 11 – General Holidays
- Article 12 – Annual Vacation Leave
- Article 13 – Leave of Absence
- Article 13.9 – Sick Leave
- Article 14 – Health Care Benefits
- Article 15 – Health & Wellness Account
- Article 16 – Pensions
- Article 18 – Promotions
- Article 19 – Layoffs and Recalls
- Article 20 – Posting and Filling Vacancies
- Article 21 – Seniority
- Article 26 – Member Education
- Article 27 – Dual Trade Certification

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/Term Employees:** The words "temporary Employee" or "term Employee" when used in this Agreement shall mean any Employee whose work is of a temporary nature for a predetermined period of time or predetermined task and is entitled to protection under this Agreement where specified but is not entitled to Employee benefits. A temporary posting shall not exceed two (2) years without written agreement of the Union. The following Articles, except as otherwise stated, do not apply to Temporary Employees.

When a permanent Employee is transferred to a temporary position, the Employee shall continue to accrue seniority, sick leave, vacation as well as remaining benefits contained within the Collective Agreement.

- Article 10 – Tool & Clothing Allowance
- Article 11 – General Holidays
- Article 12 – Annual Vacation Leave
- Article 13 – Leave of Absence
- Article 13.9 – Sick Leave
- Article 14 – Health Care Benefits
- Article 15 – Health & Wellness Account
- Article 16 – Pensions
- Article 18 – Promotions
- Article 19 – Layoffs and Recalls
- Article 20 – Posting and Filling Vacancies
- Article 21 – Seniority
- Article 26 – Member Education
- Article 27 – Dual Trade Certification

## **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 their 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 their designate.
- 6.5 Union Dues
- (a) The County shall deduct dues as set by the Union 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.
- (b) Dues supporting documentation

Along with deductions, the Employer will provide:

- A completed Union dues remittance form supplied by the Union; and

- An electronic spreadsheet indicating the pay period covered by the deduction and the following information for all Employees from whose wages the deductions have been made: name, employment status (such as full-time, part-time, temporary, casual), classification/job title, work location, regular earnings, hours worked, and dues deducted.

#### 6.6 Employee Contact Information

The Employer will provide to the Union a list of all the Employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), work e-mail, and, if available, personal e-mail. The list will also indicate the Employee's work site and employment status (such as full-time, part-time, temporary, seasonal, casual), and if the Employee is on a leave of absence, the nature of the leave. The Employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Executive on a quarterly basis.

- 6.7 The County shall submit to the Union information respecting all appointments, hiring's, layoffs, 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
- 6.8 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.
- 6.9 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).
- 6.10 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 Regular Hours of Work

- (a) The regular hours of work for office Employees shall be five (5) shifts of seven and one-half (7½) consecutive hours per day, Monday to Friday, between the hours of 8:00 a.m. and 4:30 p.m.
- (b) The regular hours of work for Transportation Services Employees, excluding shop Employees, shall be:
  - (i) Ten (10) hours in any one (1) day to a maximum of eighty-eight (88) hours in any one (1) two-week pay period.
- (c) Hours lost due to inclement weather during a regular work week (Monday to Friday), Transportation Outside Employees may opt, of their own choice and where meaningful work exists with supervisors' approval, to make up lost time on weekends at regular pay (no overtime).
- (d) The regular hours of work for Utility Employees shall be five (5) shifts of eight (8) consecutive hours, five (5) days per week.
- (e) The regular hours of work for Agriculture Services Employees shall be five (5) shifts of seven and a half (7.5) consecutive hours, five (5) days per week.
- (f) The regular hours of work for Transfer Station Employees shall be:
  - (i) Winter hours: eight (8) consecutive hours, four (4) shifts per week.
  - (ii) Summer hours: eight (8) consecutive hours, five (5) shifts per week.
- (g) The regular hours of work for all other full-time Westlock County Employees shall be eight (8) consecutive hours a day, five (5) shifts per week.

## 7.3 Rest Periods

A full-time 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 full-time Employees shall be entitled to a one (1) hour lunch break per day, without pay if working a full shift.

All non-full-time Employees shall be entitled to one (1) thirty (30) minute unpaid break during a shift of more than five (5) hours, but less than the regular full-time hours identified in Article 7.2.

With consent of a supervisor, a full-time 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 thirty (30) minutes.

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

All Westlock County Employees who are unable to leave their workstation or job site shall be entitled to one consecutive one-half (½) hour break with pay.

#### 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 1<sup>st</sup> 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 their 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.
- (f) Overtime calculation does not include premium pay such as vacation pay, general holiday pay, and expense reimbursement.

#### 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 Transportation Outside Workers Hours Guarantee

All full-time Transportation Outside Workers are guaranteed thirty (30) regular hours per week year round.

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.

### **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.

- 8.4 The County will provide a means of communication to ensure emergency services can be reached in the case of an injury or illness while working alone, or in an area with poor cellular service.

## **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 General Manager of Infrastructure Services, 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 in-scope 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 an in-scope 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 three hundred dollars (\$300) 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 ten (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 permanent 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 To qualify for General Holiday pay, the Employee must:

- (a) have worked for the Employer no less than thirty (30) work days in the twelve (12) month period preceding any statutory holiday;
- (b) have their scheduled shift immediately preceding and immediately following the General Holiday except where the Employee is absent due to illness or an approved leave of absence of not greater than thirty (30) calendar days;
- (c) work on the holiday when the Employee is scheduled to do so.

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 (1½x) 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 Permanent, Part-Time Employees will be paid for General Holidays as follows:

- (a) An Employee who works on a General Holiday shall, subject to Article 11.2, be paid one-and-a-half times (1 ½ X) their regular rate of pay for all hours worked and General Holiday pay based on the Employee's regular rate of pay for the hours regularly scheduled if in at least five (5) of the nine (9) weeks preceding the work week in which the General Holiday the Employee worked on the same day of the week as the day on which the General Holiday falls;

- (b) An Employee who is on a regularly scheduled day of work and does not work on a General Holiday shall be paid General Holiday pay based on the Employee's regular rate of pay for the hours regularly scheduled if in at least five (5) of the nine (9) weeks preceding the work week in which the General Holiday occurs the Employee worked on the same day of the week as the day on which the Paid Holiday falls;
- (c) An Employee who is on annual vacation on a scheduled work day, if in at least five (5) of the nine (9) weeks preceding the work week in which the General Holiday occurs the Employee worked on the same day of the week as the day on which the General Holiday falls, shall be paid for the hours regularly scheduled to work on the General Holiday and no vacation hours shall be deducted from their vacation bank.

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.

11.6 Casual, Seasonal and Temporary Employees shall, in lieu of General Holidays, be paid holiday pay at the rate of four-point eight percent (4.8%) of their monthly gross earnings and such sum shall be paid to such Employees at the end of each bi-weekly pay period.

11.7 Notwithstanding Article 11.2 and 11.4 above, while:

- (a) on layoff; or
- (b) in receipt of compensation from the Workers' Compensation Board; or
- (c) an unpaid absence during which they are in receipt of weekly indemnity or as provided by the Long Term Disability Income Insurance Plans; or
- (d) on other leaves of absence without pay in excess of thirty (30) calendar days for any reason;

An Employee absent from work in accordance with Articles 11.6(a)-(d) shall not be entitled to;

- (i) a day off with pay, or
- (ii) payment in lieu thereof, for the aforementioned General Holidays.

## 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 7 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 they 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 30<sup>th</sup>, 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 31<sup>st</sup>, 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.

After April 30<sup>th</sup>, vacation booking requests shall be considered on a first come, first served basis, as operationally feasible.

- 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 General Manager of the applicable 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 a calendar year by December 31<sup>st</sup> of that year. Any unused vacation leave will be paid out to the Employee on the last pay period of December.
- (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 two (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 four (4) month allowable period.
- 12.12 Full-Time Transportation Outside Workers shall be paid eight (8) hours for General Holidays.
- 12.13 Full-Time Transportation Outside Workers will take their earned annually. Vacation will be paid at eight (8) hours per day as it is taken by the Employee.
- 12.14 Permanent Part-Time Employees shall be entitled to vacation time with pay on a pro-rated basis of vacation time earned by Permanent Full-Time Employees in accordance with Article 12.1.
- 12.15 Vacation pay will be paid to Seasonal, Casual, Term and Temporary Employees at a rate of six percent (6%) of their regular earnings.
- 12.16 An Employee shall not take vacation leave without prior authorization from the Employer.
- 12.17 Approved vacations may be changed by mutual consent of the Employer and Employee.
- 12.18 Employees shall submit their written request for annual vacation, indicating their first, second and third choice, by March 1<sup>st</sup> of each year. Where it is not operationally feasible to grant the request of more than one (1) Employee for the same period, seniority shall be the deciding factor.

12.19 Vacation with pay shall not accrue during periods while an Employee is:

- (a) on layoff; or
- (b) in receipt of compensation from the Workers' Compensation Board; or
- (c) on unpaid absence while in receipt of weekly indemnity or as provided for by the Long Term Disability Income Insurance Plan; or
- (d) on other leaves of absence without pay in excess of thirty (30) calendar days for any reason.

### **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, Union training or to 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 fulfill 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. Such leave shall be renewed each year, on a request during their term of office. 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. Such leave shall be requested by the Employee in writing, and must have written approval from both the Employee's Manager as well as the CUPE Local 3007 President, or Vice-President.
- (i) The Employer shall provide a form for Employees to submit their written requests for such time off.

### 13.5 Bereavement Leave

A permanent Full-Time 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 (½) 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 (½) 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.
- (f) Permanent Part-Time Employees will be entitled to bereavement leave of up to five (5) working days based on their regularly scheduled hours of work up to a maximum of eight (8) hours per day.
- (g) For clarity, the foregoing Article is inclusive of relations regardless of gender.

### 13.6 Civic Duties

Employees running for a position as a Councilor 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 Permanent 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, Permanent 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 (Weekly Indemnity) 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.

Employees shall transition to Short Term Disability Insurance subject to the terms and conditions of the Short Term (Weekly Indemnity) Policy which includes:

- 66 2/3% wages;
  - Commencing: 1<sup>st</sup> day accident, 1<sup>st</sup> day hospitalization, or 8<sup>th</sup> day illness; and
  - Up to sixteen (16) weeks benefit period.
- (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 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) Permanent Part-Time Employees will be entitled to up to eighteen (18) sick days based on their regularly scheduled hours of work up to a maximum of eight (8) hours per day.
- (g) Sick Time Pay for Transportation Employees shall be computed based on eight (8) hours. Sick time hours shall not be included in overtime calculations.
- (h) 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 up to a maximum of two hundred dollars (\$200.00), with submission of receipt to the Employee's supervisor.
- (i) Upon request, the Employer shall advise each Employee in writing of the amount of sick leave entitlement accrued to their credit.
- (j) 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.
- (k) 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 7.9 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.
- (l) 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(h).

- (m) 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.

13.12 Compassionate Care Leave

Will be granted in accordance with the *Employment Standards Code of Alberta* as amended from time to time.

13.13 Death or Disappearance of a Child Leave

Will be granted in accordance with the *Employment Standards Code of Alberta* as amended from time to time.

13.14 Critical Illness Leave

Will be granted in accordance with the *Employment Standards Code of Alberta* as amended from time to time.

13.15 Long-Term Illness or Injury Leave

Will be granted in accordance with the *Employment Standards Code of Alberta* as amended from time to time.

13.16 Personal or Family Responsibility Leave

Will be granted in accordance with the *Employment Standards Code* of Alberta as amended from time to time.

13.17 Leave for Citizenship Ceremony

Will be granted in accordance with the *Employment Standards Code* of Alberta as amended from time to time.

13.18 Military/Reservist Leave

Will be granted in accordance with the *Employment Standards Code* of Alberta as amended from time to time.

13.19 Domestic Violence Leave

- (a) Domestic violence leave occurs when an Employee, the Employee's dependent child or a protected adult who lives with the Employee is subjected to any intentional or reckless act or omission that causes injury or property damage and that intimidates or harms a person; any act or threatened act that intimidates a person by creating a reasonable fear of property damage or injury to a person; conduct that reasonably, and in all circumstances, constitutes psychological or emotional abuse; forced confinement; sexual contact of any kind that is coerced by force, threat of force or stalking.
- (b) An Employee who is the victim of domestic violence and has been employed for at least ninety (90) days is entitled to unpaid domestic violence leave of up to ten (10) days in a calendar year.
- (c) The Employee may take domestic violence leave for one or more of the following purposes:
  - (i) to seek medical attention for the Employee or the Employee's dependent child or a protected adult in respect of the physical or psychological injury or disability caused by the domestic violence;
  - (ii) to obtain services from a victims' services organization;
  - (iii) to obtain psychological or other professional counselling for the Employee or the Employee's dependent child or protected adult,
  - (iv) to relocate temporarily or permanently; and
  - (v) to seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic violence.
- (d) Before taking domestic violence leave, the Employee must give the Employer as much notice as reasonable and practicable in the circumstances.

- (e) The Employer agrees to recognize that Employees sometimes face violence or abuse in their personal lives that may affect their attendance or performance at work. Therefore, the Employer agrees that an Employee in an abusive or violent situation will not be subject to discipline if the absence or performance issue can be linked to the abusive or violent situation. Absences, which are not covered by sick leave or disability insurance, will be granted as absent with permission without pay.

## **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 four hundred thousand dollars (\$400,000) 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. Employees are subject to the requirements of the plan.

- (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.

14.3 Employees on unpaid Leave can continue their benefits during the period of their leave by pre-paying the benefits premiums for the length of time they will be on leave. If the Employee chooses to pay for their portion of the benefits, the Employer will continue to pay the Employer portion of the benefits premiums for the first thirty (30) days of leave following which the Employee will be responsible for said payment.

## **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<sup>st</sup> to December 31<sup>st</sup> 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.

Permanent Employees hired after July 1<sup>st</sup> 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, shall be ninety (90) calendar days, with the County reserving the right where warranted by special circumstances to extend this period up to a further ninety (90) calendar days.

17.2 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.

17.3 New Employees who do not meet the requirements of the position or for permanent status during the probationary period shall be terminated.

17.4 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 ninety (90) days. The trial period may be extended up to a further ninety (90) days 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 to the Employee's former position or a comparable position. If an Employee reverts, the Employer may bypass re-posting the position, if sufficient candidates may be considered from the initial posting.

## **ARTICLE 19 - LAYOFFS AND RECALLS**

### **19.1 Role of Seniority in Layoffs**

In the event of a layoff, 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 ninety (90) days or less, or where an Employee is temporarily recalled in a different classification for a period of ninety (90) days 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.

19.5 (a) The right to recall in accordance with Article 19 shall continue for a period of twelve (12) months after which time the employment relationship shall be terminated.

(b) When employment is terminated in accordance with Article 19 or for any other reason without just cause, the following termination pay shall be payable on an amount equal to the wages the Employee would have earned if the Employee had worked the applicable termination notice period as follows:

- (i) one (1) week, if the Employee has been employed by the Employer for more than three (3) months but less than two (2) years;
- (ii) two (2) weeks, if the Employee has been employed by the Employer for more than two (2) years but less than four (4) years;
- (iii) four (4) weeks, if the Employee has been employed by the Employer for more than four (4) years but less than four (6) years;
- (iv) five (5) weeks, if the Employee has been employed by the Employer for more than six (6) years but less than eight (8) years;
- (v) six (6) weeks, if the Employee has been employed by the Employer for more than eight (8) years but less than ten (10) years;
- (vi) eight (8) weeks, if the Employee has been employed by the Employer for ten (10) years or more.

- (c) If at any time during the term of this Collective Agreement the notice periods are less than the minimum requirements of the *Employment Standards Code*, the minimum requirements of the *Employment Standards Code* as amended from time to time will apply.

## **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 the Employer determines 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 Employer determines 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.
- 20.6 Appointment to the position will be made on the basis of education, training, experience and ability. Where such factors are relatively equal, seniority will be the deciding factor. Upon the completion of the selection process, the Union shall be notified of the proposed appointee and the names of all Employees who were unsuccessful applicants. The successful applicant to any position will start at the Probation period. The Employer shall also notify each Employee who was an unsuccessful applicant the name of the successful 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, layoff, 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.
  - (e) If the Employee is absent from work without the Employer's consent or authorization for more than three (3) consecutive days, except in extenuating circumstances as determined by the County.

## **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 Arbitrator shall be retroactive to the date of appointment to the new classification.

Nothing herein shall prohibit the parties from mutually agreeing to an Arbitration Board. If the parties so agree, the provisions of this Article relating to a single arbitrator shall apply mutatis mutandis to an Arbitration Board.

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 to the CAO of the County under 23.1 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.
- (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 Two 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, through the Union, 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 twenty (20) 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 immediate supervisor or manager 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 immediate supervisor or manager shall review the grievance and shall provide the Union and the Grievor with a written decision together with the reasons therefore within twenty (20) working days from the day that the grievance was initiated.

#### 23.5 STEP TWO

- (a) If the decision of the immediate supervisor or manager does not settle the grievance, the Union must within twenty (20) working days from the day that the decision was received by the Union, appeal the decision in writing to the department General Manager 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 General Manager, or their designate, shall review the grievance and shall provide the union and the Grievor with a written decision together with the reasons, therefore within twenty (20) working days from the day that the General Manager received the grievance.

#### 23.6 STEP THREE

- (a) If the decision of the department head does not settle the grievance, the Union must within twenty (20) 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.

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 twenty (20) working days from the day that the CAO received the grievance.

#### 23.7 STEP FOUR – ARBITRATION

- (a) It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application, or administration of this Agreement which cannot be settled after exhausting the Grievance Procedure may be settled by arbitration. A notice of Intent to Arbitrate will be forwarded to the other party within the time limits set out in Article 23 and such notice will contain the name of the party's choice of Arbitrator.
- (b) The parties will attempt to agree on naming a Single Arbitrator as soon as the grieving party has submitted notice, in writing, of its decision to proceed to Arbitration. The Arbitrator will proceed as soon as practical to examine the grievance and render judgment. The decision of the Arbitrator will be final and binding on the parties and upon any Employee affected by it.
- (c) Should the parties fail to agree to a Single Arbitrator within twenty (20) working days, the appointment shall be made by the Director of Mediation Services of Alberta.
- (d) The Arbitrator shall determine their 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) Each party to the Arbitration shall bear equally the expenses of the Arbitrator.
- (f) The time limits fixed in the arbitration procedure may be extended by consent of the parties.

#### 23.8 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.**
- (i) **The appointment of a Mediator, unless the parties agree otherwise, does not impact the timelines set out in this Article.**

#### **23.9 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 1<sup>st</sup>, 2024, 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 1<sup>st</sup>, 2024 to the implementation of this Agreement.**

Past Employees who were in the service between January 1<sup>st</sup>, 2024, 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 with Westlock County's Training and Development Policy. Continuing education is subject to the approval of the immediate Supervisor.

Employees required to enter into a recognized training program, requiring tuition, books, and fees for such training program, including current enrollees, shall be paid for by the Employer except in the following circumstances, as identified in the Westlock County Training and Development Policy:

- (a) The Employee fails to pass any necessary testing to obtain certification;
- (b) The Employee fails to maintain the necessary minimum requirements to complete the course;
- (c) The Employee withdraws from the course or program;
- (d) The Employee is terminated or resigns within twenty four (24) months of obtaining the certification.

26.2 In circumstances of Article 26.1 (a) – (d) the Employee will reimburse the Employer, per the Return of Service Agreement requirements identified in the Westlock County Training and Development Policy.

## **ARTICLE 27 - DUAL TRADE CERTIFICATION**

27.1 An Employee with more than one Journeyman 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> Journeyman Certification 3.5%  
3<sup>rd</sup> Journeyman Certification 1.5%

The premium for additional Journeyman 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 Journeyman Certificate will qualify for a three point five percent (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 two (2) representatives of the Union and not more than two (2) 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 by the party responsible for chairing the meeting.
- 29.6 Following a Committee meeting, minutes will be circulated to both parties within five (5) business days by the party responsible for chairing the meeting.

**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 their 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.

**ARTICLE 31 - NO DISCRIMINATION**

31.1 The Employer and the Union shall comply with all applicable legislation.

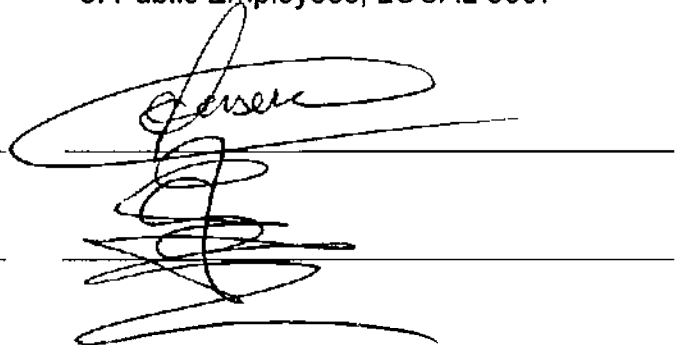
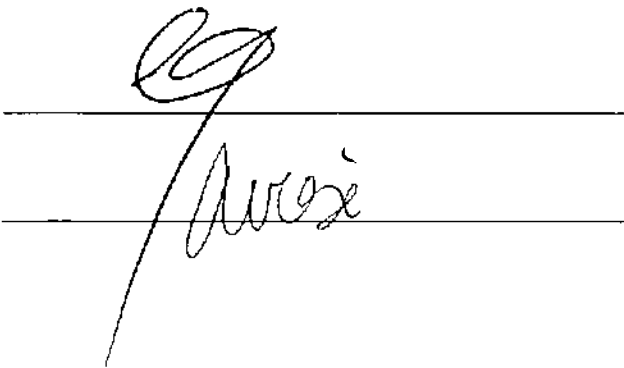
31.2 There shall be no discrimination, interference, restriction or coercion exercised or practiced in respect of any Employee by either party by reason of age, race, colour, creed, place of origin, political or religious belief, gender, gender expression, gender identity, sexual orientation, ancestry, source of income and family status, marital status, physical or mental disability except to the extent permitted by law as a *bona fide* occupational requirement nor by reason of their membership or activity in the Union.

31.3 The Employer and the Union recognize the right of all Employees to a work environment free from sexual or personal harassment of any form which is physical or verbal or conduct that undermines an Employee's health, well-being, job practice, or endangers and Employee's employment status or potential

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT  
THIS 12<sup>th</sup> DAY OF May, 2025

Signed on behalf of Westlock County

Signed on behalf of the Canadian Union  
of Public Employees, LOCAL 3007



## APPENDIX 1 - WAGE RATES

Market adjustment January 1, 2024

Classification	Annual Hours	Probationary Rate	Level 1 – 3 months to less than 1 year	Level 2 – 1 year to less than 2	Level 3 – 2 years to less than 3	Level 4 – 3 years to less than 4	Level 5 – 4 or more years
Administrative Assistant – Finance	1950	26.51	28.28	30.05	31.82	33.58	35.35
Agricultural & Services Coordinator	1950	28.64	30.54	32.45	34.36	36.27	38.18
Assistant Ag Fieldman	2080	33.75	36.00	38.25	40.50	42.75	45.00
Building Attendant	1040	22.22	23.17	24.12	25.07	26.02	26.97
Planning & Community Services Coordinator	1950	31.58	33.26	34.94	36.62	38.30	40.00
Community Services Supervisor	1950	35.42	37.14	38.96	40.73	42.50	44.27
CPO 1	2080	35.77	38.15	40.54	42.92	45.31	47.69
Financial Assistant	1950	30.49	32.15	33.81	35.47	37.13	38.80
Heavy Equipment Operators	2288	29.32	30.66	32.00	33.34	34.68	36.96
Infrastructure Services Coordinator	1950	33.76	36.01	38.26	40.51	42.76	45.01
Lead Mechanic	2080	43.79	46.22	48.65	48.65	48.65	48.65
Mechanic	2080	35.00	42.70	42.70	42.70	42.70	42.70
Motor Grader operators	2080	29.32	30.66	32.00	33.34	34.68	36.96
Payroll & Benefits Coordinator	1560	31.86	33.98	36.11	38.23	40.36	42.48
Planning and Development Technician	1950	28.42	30.31	32.21	34.10	36.00	37.89
Protective Services Coordinator	1950	31.58	33.26	34.94	36.62	38.30	40.00
Public Works Labourer	2080	24.73	26.13	27.33	28.73	30.13	31.41
Public Works Lead Hand	2080	32.27	34.25	36.39	38.53	40.67	42.81
Records & Information Management Coordinator	1950	31.58	33.69	35.79	37.90	40.00	42.11
Tax, Assessment & IT Coordinator	1950	29.91	31.56	33.21	34.86	35.61	38.18
Transfer Station Attendant	1872	24.71	25.26	25.81	26.36	26.91	27.46
Truck Drivers	2288	29.32	30.66	32.00	33.34	34.68	36.96
Utilities Operator	2080	27.83	29.61	31.39	33.17	34.95	36.73
Utilities Operator - Lead Hand	2080	35.93	37.74	39.55	41.36	43.17	44.98

**January 1, 2024 (1.25%)**

<b>Classification</b>	<b>Annual Hours</b>	<b>Probationary Rate</b>	<b>Level 1 – 3 months to less than 1 year</b>	<b>Level 2 – 1 year to less than 2</b>	<b>Level 3 – 2 years to less than 3</b>	<b>Level 4 – 3 years to less than 4</b>	<b>Level 5 – 4 or more years</b>
Administrative Assistant - Finance	1950	26.84	28.63	30.43	32.22	34.00	35.79
Agricultural & Services Coordinator	1950	29.00	30.92	32.86	34.79	36.72	38.66
Assistant Ag Fieldman	2080	34.17	36.45	38.73	41.01	43.28	45.56
Building Attendant	1040	22.50	23.46	24.42	25.38	26.35	27.31
Planning & Community Services Coordinator	1950	31.97	33.68	35.38	37.08	38.78	40.50
Community Services Supervisor	1950	35.86	37.60	39.45	41.24	43.03	44.82
CPO 1	2080	36.22	38.63	41.05	43.46	45.88	48.29
Financial Assistant	1950	30.87	32.55	34.23	35.91	37.59	39.29
Heavy Equipment Operators	2288	29.69	31.04	32.40	33.76	35.11	37.42
Infrastructure Services Coordinator	1950	34.18	36.46	38.74	41.02	43.29	45.57
Lead Mechanic	2080	44.34	46.80	49.26	49.26	49.26	49.26
Mechanic	2080	35.44	43.23	43.23	43.23	43.23	43.23
Motor Grader operators	2080	29.69	31.04	32.40	33.76	35.11	37.42
Payroll & Benefits Coordinator	1560	32.26	34.40	36.56	38.71	40.86	43.01
Planning & Development Technician	1950	28.78	30.69	32.61	34.53	36.45	38.36
Protective Services Coordinator	1950	31.97	33.68	35.38	37.08	38.78	40.50
Public Works Labourer	2080	25.04	26.46	27.67	29.09	30.51	31.80
Public Works Lead Hand	2080	32.67	34.68	36.84	39.01	41.18	43.35
Records & Information Management Coordinator	1950	31.97	34.11	36.24	38.37	40.50	42.64
Tax, Assessment & IT Coordinator	1950	30.28	31.95	33.63	35.30	36.06	38.66
Transfer Station Attendant	1872	25.02	25.58	26.13	26.69	27.25	27.80
Truck Drivers	2288	29.69	31.04	32.40	33.76	35.11	37.42
Utilities Operator	2080	28.18	29.98	31.78	33.58	35.39	37.19
Utilities Operator - Lead Hand	2080	36.38	38.21	40.04	41.88	43.71	45.54

<b>ON CALL RATES 2024 (1.25%)</b>	Weekday	29.11	Weekend	40.75	General Holiday	52.40
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January 1, 2025 (1.75%)

Classification	Annual Hours	Probationary Rate	Level 1 – 3 months to less than 1 year	Level 2 – 1 year to less than 2	Level 3 – 2 years to less than 3	Level 4 – 3 years to less than 4	Level 5 – 4 or more years
Administrative Assistant - Finance	1950	27.31	29.13	30.96	32.78	34.59	36.42
Agricultural & Services Coordinator	1950	29.51	31.46	33.43	35.40	37.37	39.33
Assistant Ag Fieldman	2080	34.77	37.09	39.41	41.72	44.04	46.36
Building Attendant	1040	22.89	23.87	24.85	25.83	26.81	27.78
Planning & Community Services Coordinator	1950	32.53	34.27	36.00	37.73	39.46	41.21
Community Services Supervisor	1950	36.49	38.26	40.14	41.96	43.78	45.61
CPO 1	2080	36.85	39.30	41.77	44.22	46.68	49.13
Financial Assistant	1950	31.41	33.12	34.83	36.54	38.25	39.97
Heavy Equipment Operators	2288	30.21	31.59	32.97	34.35	35.73	38.08
Infrastructure Services Coordinator	1950	34.78	37.10	39.42	41.73	44.05	46.37
Lead Mechanic	2080	45.11	47.62	50.12	50.12	50.12	50.12
Mechanic	2080	36.06	43.99	43.99	43.99	43.99	43.99
Motor Grader operators	2080	30.21	31.59	32.97	34.35	35.73	38.08
Payroll & Benefits Coordinator	1560	32.82	35.01	37.20	39.39	41.58	43.76
Planning & Development Technician	1950	29.28	31.23	33.18	35.13	37.09	39.03
Protective Services Coordinator	1950	32.53	34.27	36.00	37.73	39.46	41.21
Public Works Labourer	2080	25.48	26.92	28.16	29.60	31.04	32.36
Public Works Lead Hand	2080	33.25	35.28	37.49	39.69	41.90	44.10
Records & Information Management Coordinator	1950	32.53	34.71	36.87	39.05	41.21	43.38
Tax, Assessment & IT Coordinator	1950	30.81	32.51	34.21	35.91	36.69	39.33
Transfer Station Attendant	1872	25.46	26.02	26.59	27.16	27.72	28.29
Truck Drivers	2288	30.21	31.59	32.97	34.35	35.73	38.08
Utilities Operator	2080	28.67	30.50	32.34	34.17	36.01	37.84
Utilities Operator - Lead Hand	2080	37.02	38.88	40.75	42.61	44.47	46.34

<b>ON CALL RATES 2025 (1.75%)</b>	Weekday	29.62	Weekend	41.47	General Holiday	53.31
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January 1, 2026 (2%)

Classification	Annual Hours	Probationary Rate	Level 1 – 3 months to less than 1 year	Level 2 – 1 year to less than 2	Level 3 – 2 years to less than 3	Level 4 – 3 years to less than 4	Level 5 – 4 or more years
Administrative Assistant - Finance	1950	27.86	29.72	31.58	33.44	35.29	37.15
Agricultural & Services Coordinator	1950	30.10	32.09	34.10	36.11	38.11	40.12
Assistant Ag Fieldman	2080	35.47	37.83	40.19	42.56	44.92	47.29
Building Attendant	1040	23.35	24.35	25.35	26.34	27.34	28.34
Planning & Community Services Coordinator	1950	33.18	34.95	36.72	38.48	40.25	42.03
Community Services Supervisor	1950	37.22	39.03	40.94	42.80	44.66	46.52
CPO 1	2080	37.59	40.09	42.60	45.10	47.61	50.11
Financial Assistant	1950	32.04	33.78	35.53	37.27	39.02	40.77
Heavy Equipment Operators	2288	30.81	32.22	33.63	35.03	36.44	38.84
Infrastructure Services Coordinator	1950	35.48	37.84	40.20	42.57	44.93	47.30
Lead Mechanic	2080	46.02	48.57	51.12	51.12	51.12	51.12
Mechanic	2080	36.78	44.87	44.87	44.87	44.87	44.87
Motor Grader operators	2080	30.81	32.22	33.63	35.03	36.44	38.84
Payroll & Benefits Coordinator	1560	33.48	35.71	37.95	40.17	42.41	44.64
Planning & Development Technician	1950	29.86	31.85	33.85	35.83	37.83	39.82
Protective Services Coordinator	1950	33.18	34.95	36.72	38.48	40.25	42.03
Public Works Labourer	2080	25.99	27.46	28.72	30.19	31.66	33.01
Public Works Lead Hand	2080	33.91	35.99	38.24	40.49	42.74	44.99
Records & Information Management Coordinator	1950	33.18	35.40	37.61	39.83	42.03	44.25
Tax, Assessment & IT Coordinator	1950	31.43	33.16	34.90	36.63	37.42	40.12
Transfer Station Attendant	1872	25.97	26.54	27.12	27.70	28.28	28.86
Truck Drivers	2288	30.81	32.22	33.63	35.03	36.44	38.84
Utilities Operator	2080	29.24	31.11	32.99	34.86	36.73	38.60
Utilities Operator - Lead Hand	2080	37.76	39.66	41.56	43.46	45.36	47.27

<b>ON CALL RATES 2026 (2%)</b>	Weekday	30.21	Weekend	42.30	General Holiday	54.38
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**SEASONAL GRID**

<b>Market Adjustment Jan 1, 2024</b>	<b>Approx Annual Hours</b>	<b>Season 1</b>	<b>Season 2</b>	<b>Season 3</b>
Receptionist/Accounting Clerk	900	24.82	27.93	31.03
Weed Inspector	960	24.73	26.11	27.49
Pesticide Applicator	960	25.06	26.45	27.84
Mower Operator	960	27.47	28.99	30.52

<b>Increase Jan 1, 2024 (1.25%)</b>	<b>Approx Annual Hours</b>	<b>Season 1</b>	<b>Season 2</b>	<b>Season 3</b>
Receptionist/Accounting Clerk	900	25.13	28.28	31.42
Weed Inspector	960	25.04	26.44	27.83
Pesticide Applicator	960	25.37	26.78	28.19
Mower Operator	960	27.81	29.35	30.90

<b>Increase Jan 1, 2025 (1.75%)</b>	<b>Approx Annual Hours</b>	<b>Season 1</b>	<b>Season 2</b>	<b>Season 3</b>
Receptionist/Accounting Clerk	900	25.57	28.77	31.97
Weed Inspector	960	25.48	26.90	28.32
Pesticide Applicator	960	25.82	27.25	28.68
Mower Operator	960	28.30	29.87	31.44

<b>Increase Jan 1, 2026 (2%)</b>	<b>Approx Annual Hours</b>	<b>Season 1</b>	<b>Season 2</b>	<b>Season 3</b>
Receptionist/Accounting Clerk	900	26.08	29.35	32.61
Weed Inspector	960	25.99	27.44	28.89
Pesticide Applicator	960	26.33	27.79	29.25
Mower Operator	960	28.87	30.46	32.07

<b>Apprentice to be paid % of Mechanic Job Rate</b>	
Year 1	55%
Year 2	70%
Year 3	80%
Year 4	90%

**NOTES TO WAGE GRIDS**

- 1) Where an Employee has previous related experience satisfactory to the Employer, they may be hired at an applicable level on the pay grid reflective of years of experience; however, the full probationary period must be served.
- 2) If an Employee will experience a reduction of pay in their new pay level, at the signing of this agreement, the Employee will be placed in the pay level which will provide them with an increase in pay. Any such Employee will then move on the wage grid on their anniversary date.

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

**LETTER OF UNDERSTANDING**

Between

Westlock County

And

Canadian Union of Public Employees, Local 3007

**Re: Transportation Outside Workers Schedule**

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Following the signing of this Collective Agreement both parties shall meet within three (3) months to discuss, including input from all affected employees, the possibility of potential schedules for Transportation Outside Workers, that consider the hours of work in Article 7.2 - Hours of Work.

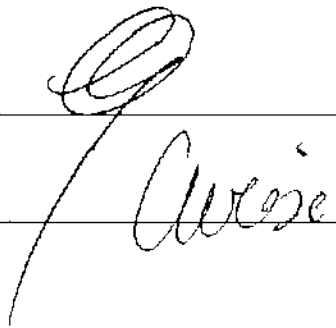
Both parties agree to discuss the seasonal nature of the work and, if agreed upon, arrange schedules in accordance with that principle.

Dated this 12<sup>th</sup> day of May, 2025.

Signed on behalf of Westlock County

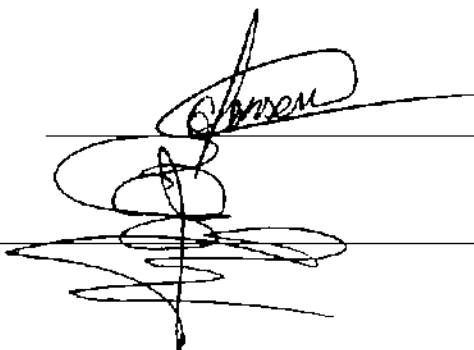
Signed on behalf of the Canadian Union of  
Public Employees, LOCAL 3007

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