

COLLECTIVE AGREEMENT

BETWEEN

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3007



AND

WESTLOCK COUNTY

January 1, 2010 to December 31, 2012



Canadian Office & Professional Employees
Local #491

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BETWEEN:

WESTLOCK COUNTY,
a Municipal Corporation
(hereinafter referred to as “**the County**”)

OF THE FIRST PART

-and-

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

OF THE SECOND PART

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

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

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

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

ARTICLE 1 AMENDMENT AND TERMINATION

This Agreement shall be in full force and effect as of the date of ratification, and continue in full force and effect until the 31st day of This Agreement shall be in full force and effect as of the date of ratification, and continue in full force and effect until the 31st day of December, 2012, and from year to year thereafter except as hereinafter provided.

Either of the parties hereto may serve notice to commence collective bargaining by notice in writing not less than Sixty (60) days or 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 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

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 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.

3.2 Employee
The word “employee” when used in this Agreement shall mean a person assigned to a position coming within the scope of this Agreement.

- 3.3 Interpretations
In this Agreement, unless otherwise required by the context, all words in the singular shall include the plural and all words in the plural shall include the singular; words of masculine gender shall include the feminine.
- 3.4 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.
- 3.5 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.
- 3.6 Probationary Employee
The words “probationary employee” when used in this Agreement shall mean an employee who is serving a probationary period of employment in his initial employment with the County within the scope of this Agreement. No Employee shall be required to serve more than one probationary period.
- 3.7 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 his present position.
- 3.8 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.
- 3.9 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 and Eight (8) hours pay for all other employees.
- 3.10 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.
- 3.11 Temporary Employees
The words “temporary employee” when used in this Agreement shall mean an employee who is filling an established temporary position for a predetermined period of time or a predetermined task or an

employee who is engaged for relief, or otherwise, for a predetermined period of time or a predetermined task. The duration of a temporary position shall not exceed Nine (9) consecutive months. At the end of Nine (9) months an employee shall not automatically become permanent, but the County shall decide whether the employee shall be terminated or become permanent.

3.12 Emergency Situations

For purposes of the Collective Agreement, emergency situations will include, but not be limited to, grader operations required by reason of inclement weather.

3.13 Casual Employee

A "casual employee" when used in this Agreement shall mean an employee who performs one or more of the following:

1. Provides relief for employees on short term absences.
2. Assists with short term work overloads.
3. Works irregular hours with no established pattern.
4. Is temporarily placed on a work schedule to comply with legal staffing requirements.
5. Provides temporary relief when the employer is unable to fill a vacancy.

ARTICLE 4 MANAGEMENT RIGHTS

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.

- 4.1 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 or a notice of discipline for a breach of discipline. Copies of all warning notices, or

notices of discharge, suspension or other discipline shall be provided to the Union.

5.2 Burden of Proof

(a) In cases of discipline and/or discharge, the burden of proof shall rest with the Employer. Evidence shall be stated in the discipline and/or discharge notice to the employee. After-acquired grounds may be utilized only if they are provided by notice during an action.

(b) Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview and shall contact his/her Steward who will have the right to be present at the interview. A Steward or local union officer shall have the right to consult with a CUPE staff representative.

5.3 Notice of disciplinary action which may have been placed in the personnel file of an employee shall be deemed void and removed from the file after two years, subject to the employee being free of any discipline.

5.4 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.

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.

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 employer with the names of its officers. Likewise, the employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

6.5 Union Dues

The County shall deduct from all employees covered by this Agreement an amount equal to the monthly dues in a manner which is in keeping with the payroll system in effect in the institution. In all instances, such deductions shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15) day of the month following, accompanied by a list of names, addresses, phone numbers and classifications of those employees from whose wages deductions have been made.

6.6 The County shall submit to the Union information respecting all appointments, hiring's, lay-offs, transfers, recalls and terminations of employment affecting positions within the bargaining unit. All information will be mailed to the Union President and Recording Secretary.

6.7 The County shall supply to each employee within the bargaining unit a copy of this Agreement within Thirty (30) days of the signing of this Agreement. All new employees within the unit shall be supplied with a copy of this Agreement by the County when they are hired. The County and the Union shall share equally the cost of reproducing this Agreement.

6.8 All correspondence between the parties, except as otherwise set out in this Agreement, arising out of this Agreement or incidental thereto, shall pass to and from the Municipal Administrator of the County and the Recording Secretary of Local 3007, the Canadian Union of Public Employees.

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. Where an employee is required to report to a new place during his regular hours of work he shall do so without loss of pay.

7.2

Hours of Work

- (a) The regular hours of work for office employees shall not exceed Seven and One-Half (7 ½) hours per day or Thirty Seven and One-Half (37 ½) hours per week.
- (b) The regular hours of work for Public Works employees, excluding shop employees, shall not exceed:
 - (i) Ten (10) hours in any One (1) day
 - (ii) One Hundred and Ninety-One (191) hours in any One (1) calendar month
- (c) The regular hours of work for all other employees shall not exceed Eight (8) hours per day or Forty (40) hours per week.

7.3

Shift Differential

When a classification of employees is required to work Twenty-Four (24) hour shifts, all employees within that classification shall receive One Dollar and Fifty Cents (\$1.50) for each hour of a shift which falls between 6:00 pm and 6:00 am.

7.4

Rest Periods

An employee shall be permitted a rest period of Fifteen (15) consecutive minutes in both the first half and the second half of a shift at a time and in an area designated by the County. All employees shall be entitled to a One (1) hour lunch break per day, without pay.

7.5

Reporting Pay Guarantee

If an employee who is scheduled to work a full shift reports for work on his regular shift, he shall be paid at his regular rate of pay for the entire period worked with a minimum of Three (3) hours pay.

7.6

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 Three (3) 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.

An employee, excepting grader operators, who is required to be on-call outside regular working hours, will be provided with a daily compensation rate of \$25/weekday, \$35/weekend day, and \$45/general holiday day.

7.7

Overtime

- (a) Where an employee is required to work in excess of his regular hours of work, all such work shall be considered overtime and he shall be paid One and One-Half (1½) times his regular hourly rate of pay for each hour worked. Overtime work which falls on a Saturday or Sunday shall be paid at the rate of Double (2) time. Notwithstanding emergency situations, all regular hours worked on a Sunday shall be paid at the rate of One and One-Half (1½) times the regular rate of pay.
- (b) An employee and the County may mutually agree to the employee receiving time off in lieu of the payment of overtime pay with such time off to be taken at a time mutually agreeable to the employee and the County.
- (c) No employee shall be required to work overtime against his/her wishes when other employees are available to perform the required work at no additional cost to the County.

7.8

Call-Out Guarantee

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

ARTICLE 8 RELIEVING IN OTHER POSITIONS

8.1

An employee appointed by the County to act in a temporary capacity as a lead hand for a period in excess of One (1) day shall receive a Ten Percent (10%) increase over their regular wage rate for the duration of the assignment period, providing that the Director of Operations, or designate, has requested the employee to do so, and has signed the appropriate time sheets showing the hours worked.

8.2

Employees appointed by the County to temporarily relieve in any other higher position for a period in excess of One (1) day shall receive the rate of pay for the relieved position for the duration of the relief.

8.3

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 policy determined from time to time by the County.

8.4

Where an employee relieves in a position having a lower wage rate than the employee's regular wage rate, he shall be paid at his regular wage rate.

ARTICLE 9 TOOL & CLOTHING ALLOWANCE

- 9.1 Mechanics who are required by the County to supply their own hand tools shall be paid a monthly tool allowance of Seventy-Five Dollars (\$75.00).
- 9.2 The County shall pay to all permanent Motor Grader Operators and permanent Truck Drivers an annual tool allowance of One Hundred Dollars (\$100.00) payable on the first pay day in the month of July.
- 9.3 The County shall provide all employees except for clerical staff, with three (3) 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 red, 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.
- 9.4 Permanent employees and/or a temporary employee with Twelve (12) or more months service will be reimbursed for One Hundred Percent (100%) of the purchase cost of approved safety boots up to Two Hundred Dollars (\$200.00) for each ensuing year of service, on provision of paid receipts. 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. Reimbursement can, at the option of the employee, be accumulated to a maximum of Three Hundred Dollars (\$300.00) over two years of active service.

ARTICLE 10 GENERAL HOLIDAYS

- 10.1 All employees in the bargaining unit, provided they meet the terms and conditions set out in 10.2 and 10.3, shall be entitled to the following general holidays:

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

Victoria Day
Christmas Day
Canada 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.

When Canada Day falls during mid week, the County may designate the Friday or the Monday to be the General Holiday so that Employees may take advantage of a long weekend.

- 10.2 All salaried employees in the bargaining unit, shall receive the recognized general holidays for which they are eligible with pay, or other days with pay in lieu of such general holidays, providing they are available for work in accordance with their regular hours of work preceding, during and following the designated day for observance of the holiday or on approved leave for a period of Ten (10) working days or less duration.
- 10.3 When an employee is required to work on a general holiday, he shall be paid at one and one half (1 1/2X) times his regular hourly rate of pay for each hour worked. For each hour worked in excess of his regular hours of work for the day, he shall be paid at the rate of double (2X) time.
- 10.4 All hourly-rate employees shall, in lieu of General Holidays, be paid holiday pay at the rate of 4.8 percent of their monthly gross earnings and such sum shall be paid to such employees at the end of each monthly pay period.
- 10.5 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 such day. In the event that this is not possible, the employee may be allowed a day off in lieu of the general holiday at a time mutually agreed upon between the employee and his Supervisor. If such a day cannot be provided, the employee shall receive a regular day's pay at his regular rate of pay in lieu of the general holiday.
- 10.6 To be eligible for a general holiday or holiday pay an employee must have worked for the County for not less than Thirty (30) days in the Twelve (12) month period preceding the holiday.

ARTICLE 11 ANNUAL VACATION LEAVE

11.1 Length of Vacation

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

- 1 through 08 years of service: 15 working days
- 9 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.

11.2 Salaried employees with less than One (1) year of continuous service shall receive a vacation or money in lieu thereof in proportion to their service based upon One (1) year of continuous service entitling an employee to Fifteen (15) days vacation.

11.3 Hourly-rated employees shall, in lieu of a vacation, be paid, on a monthly basis, vacation pay at a percentage (6%, 8% 10% or 12% as the case may be) of their gross earnings in the previous month in accordance with their years of service.

11.4 If a recognized general holiday falls or is observed during an employee's vacation period he shall be allowed an additional vacation day with pay immediately following his vacation period or an additional day of vacation on some other day if mutually agreed to between the employee and his supervisor.

11.5 Vacation pay for each week of vacation shall be at the regular rate of pay.

11.6 Vacation entitlement shall be determined as at January 1st and the years of service of an employee shall be calculated from that point in time. Employees with less than One (1) year service shall also have their vacation calculated as at January 1st and such entitlements shall be based upon the length of service in the preceding year.

11.7 Employees who are separated from employment with the County shall receive payment for the vacation to which they are entitled in accordance with the terms of this Agreement, or pursuant to the Employment Standards Code, whichever is the greater.

- 11.8 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.
- 11.9 Vacation schedules shall be posted by April 30th, of each year and insofar as the efficient operation of a department will permit, an employee shall have the right to choose his period of vacation according to seniority. If, in the opinion of the head of the department, the period of vacation leave chosen by an employee conflicts or interferes with the efficient operation of the department, the department head shall, on or before May 31st, give the employee notice of this and such employee shall have the right to choose an alternative period. In the event that the employee does not choose an alternative period acceptable to the department head, the department head shall assign the vacation period.
- 11.10 An employee shall be entitled to receive his vacation in an unbroken period except where his vacation entitlement is in excess of Three (3) weeks. In such a case, the employee's vacation entitlement may be taken in an unbroken period only with the approval of the County.
- 11.11 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.

ARTICLE 12 LEAVE OF ABSENCE

Leave of absence may be granted with or without pay at the discretion of the County to an employee.

- 12.1 An employee shall use a leave of absence only for or related to the purpose for which it was granted. An employee who uses a leave of absence for the purpose of other employment without the prior approval of the County Administrator, in writing, shall be deemed to have terminated his employment with the County.

12.2 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, he shall be granted leave at

his 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 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, he shall be granted leave with pay subject to suitable arrangements with his managerial supervisor concerning his own work responsibilities. If the employee who is grieving is required to attend a hearing, he shall be granted leave with pay at his regular rate of pay.
- (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.

12.3

Bereavement Leave

An employee shall be granted leave as necessary, for Five (5) regularly scheduled consecutive 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, brother-in-law, sister-in-law, fiancé, or a related dependant of the employee. The employee may take at their discretion an additional Five (5) days without pay.

An employee may be granted one additional day for travel with the approval of his supervisor for typical distance ground travel in excess of ½ day each way. In the event of critical illness to an employee's spouse, common-law partner or child, a leave with pay will be granted up to a maximum of Three (3) days.

12.4

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.

12.5

Sick Leave

- (a) When used in Article 12.5 of this agreement the word “disability” shall mean the inability of an employee to perform the regular duties of his position by reason of non-compensable physical illness or injury.
- (b) Eighteen (18) days sick leave per year shall be earned by an employee at the rate of One and One-Half (1 ½) days for every calendar month an employee is employed. The unused portion of an employee’s sick leave shall accumulate to a maximum of one hundred and twenty (120) days entitlement. Heavy equipment operators, motor grader operators, truck drivers, loader operators, and labourers shall be deemed to be employed during a calendar month for purposes of sick leave entitlement where he worked twelve (12) or more full days in the particular calendar month. Any employee who has accumulated over twelve (12) days of unused sick leave in a fiscal year, and who remains an employee of the County at December 31st of that year will be paid for the remaining unused sick leave days in excess of twelve (12) in the year. Once any employee has accumulated one hundred twenty (120) days of sick leave, the employer will compensate the employee at December 31st of each year for fifty percent (50%) of any additional unused sick leave in excess of the one hundred twenty (120) days accumulated. In no event will an employee be paid for unused sick leave if he has resigned or been terminated prior to December 31st.
- (c) When a permanent or probationary employee is prevented from performing his duties for the County by reason of personal disability, such an employee shall be paid at the regular hours of work, exclusive of overtime, for the position to which he is permanently appointed or serving a required probationary period or trial term thereof immediately prior to commencement of such sick leave, for each day of such disability, and the employee shall have his sick leave entitlement reduced by an amount equal to the number of days for which the employee received such payment and provided that a member shall not receive any payment under article 12.5 for days not in attendance at work which are in excess of his sick leave entitlement.
- (d) 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.
- (e) An employee may be required to deliver to the County a doctor’s certificate proving personal or family disability and/or illness in

order to be eligible for payment under the provisions of 12.5 (c) or 12.5 (m). Where the disability or illness is of a duration of Three (3) days or longer such a medical certificate shall be supplied by the employee to the County.

- (f) Upon request, the employer shall advise each employee in writing of the amount of sick leave entitlement accrued to his credit.
- (g) An employee shall not be entitled to sick leave only for purposes of attending at a doctor or dentist's appointment, or any other similar appointment. With the permission of the employee's managerial supervisor, an employee may be allowed time off with pay for purposes of such appointments.
- (h) The County and the Union agree that for the purposes of interpreting the provisions of Article 12.5 (Sick Leave), the following rules shall apply to full-time permanent motor grader operators and full time permanent truck drivers ("operators" and "truck drivers") who are entitled to the monthly guarantee (as set forth in note 2 of Appendix I):
 - (i) During the months from October through April inclusive, if an operator or truck driver suffers a disability for an entire calendar month, then the operator or truck driver shall receive sick pay based on the following:
 - 1. The operator or truck driver shall be paid for the regular hours of work, exclusive of overtime, at the regular rate of pay, for each day that the operator or truck driver would have worked if the operator or truck driver was not suffering a disability;
 - 2. In the event that the number of hours paid under clause (1) are less than One Hundred and Ten (110) hours, then the guarantee set forth in Appendix I of the Collective Agreement shall apply, and the operator shall be paid in an amount equal to One Hundred and Ten (110) hours of pay at the regular rate of pay;

In no event shall the amount of sick pay exceed an amount equal to One Hundred and Ninety One (191) hours of pay at the regular rate of pay.
 - (j) During the months from April through October inclusive, if an operator or truck driver suffers a disability for an entire calendar month, then the operator shall receive sick pay in an amount equal to the lesser of the following amounts:

1. An amount equal to One Hundred and Ninety One (191) hours of pay at the regular rate of pay; an amount based upon the average number of hours worked by all other full-time permanent operators or truck drivers employed by the County during the particular calendar month.
- (k) If an operator or truck driver suffers a disability for a period of time in a particular calendar month which is less than the entire calendar month, then the operator shall receive sick pay based on the following;
1. The operator or truck driver shall be paid for the regular hours of work, exclusive of overtime, at the regular rate of pay, for each day that the operator or truck driver would have worked if the operator or truck driver was not suffering a disability.
- (l) For purposes of 12.5 (l)1 and 12.5 (k)1, the following shall apply:
1. If a majority of other full-time permanent operators or truck drivers employed by the County work on a particular day, then that day shall be deemed to be a day on which the operator or truck driver suffering a disability would have worked;
 2. If a majority of other full-time permanent operators or truck drivers employed by the County do not work on a particular day, then that shall be deemed to be a day on which the operator or truck driver suffering a disability would not have worked.
- (m) In case of illness of a spouse, common-law partner or dependent, an employee shall be entitled, after notifying his supervisor, to use accumulated 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 as outlined in Article 12.5 (e).

ARTICLE 13 HEALTH CARE BENEFITS

- 13.1 The County shall pay One Hundred Percent (100%) of the premiums for Alberta Health Care for employees.

- 13.2 It shall be compulsory for all employees within the bargaining unit to participate in the group extended benefits plans, life insurance, accidental death and dismemberment, extended health care, vision care and dental care. The County shall contribute Seventy-Five Percent (75%) of the cost of premiums for employees for life insurance in the amount of two times the employee's annual regular wage, excluding overtime, to a maximum of One Hundred Thousand Dollars (\$100,000) life insurance and accidental death and dismemberment coverage, and shall contribute Seventy-Five Percent (75%) of the premium cost for the extended health care, vision care and dental care. Eyeglass coverage shall increase from One Hundred Dollars (\$100.00) to Four Hundred Dollars (\$400.00).
- 13.3 Temporary employees shall be eligible for participation in the benefit plans identified in 13.1 and 13.2 only in the following circumstances:
- (a) The employee must be employed for a portion of each calendar year;
 - (b) The employee shall be eligible only after he has accumulated six (6) months service in one or more successive calendar years;
 - (c) If an employee is not employed in a particular calendar year he shall lose his eligibility and be required to re-accumulate the necessary service to be eligible.
 - (d) The employee shall be eligible only during his term of employment with the County;
 - (e) The employee must otherwise qualify under the terms of the particular benefit plan.

ARTICLE 14 PENSIONS

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 15 PROBATION

- 15.1 The normal probationary period for new employees, excepting those employees listed in Article 15.2, shall be Three (3) months, with the

County reserving the right where warranted by special circumstances to extend this period a further Three (3) months.

- 15.2 The normal probationary period for heavy equipment operators, motor grader operators, truck drivers and loader operators in permanently established positions shall be Sixty-Five (65) shifts, with the County reserving the right where warranted by special circumstances to extend this period a further Sixty-Five (65) shifts.
- 15.3 In the event that the normal probationary period is extended the employee and the Union shall be advised of the extension, and the County's reasons, in writing. In the event that the Union disputes that there are special circumstances warranting the extension, the Union may grieve the matter in accordance with the grievance procedure.
- 15.4 New employees who do not meet the requirements of the position or for permanent status during the probationary period shall be separated from the service.

ARTICLE 16 PROMOTION

- 16.1 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.
- 16.2 A permanent employee who has been selected to fill a permanent position shall have a trial period of Sixty-Five (65) shifts where the position is that of a heavy equipment operator, motor grader operator, truck driver or loader operator, and a period of Three (3) months in all other instances. The trial period may be extended a further Sixty-Five (65) shifts or Three (3) months, as the case may be, 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 his former position or may be reverted by the County.

ARTICLE 17 LAY-OFFS AND RECALLS

- 17.1 Role of Seniority in Lay-Offs
In the event of a lay-off, as a result of a shortage of work, employees shall be laid off within each affected classification in each Department in the reverse order of their seniority provided that those remaining have the required knowledge, qualifications, abilities and skills to fill the positions available. All employees shall be given two (2) weeks written notice prior to layoff.
- 17.2 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.
- 17.3 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.
- 17.4 Where an employee is temporarily relieving in a different classification for a period of Sixty (60) days or less, or where an employee is temporarily recalled in a different classification for a period of Sixty (60) days or less, the employee, for purposes of determining his layoff and recall rights, shall be deemed to be occupying his normal classification and not the classification in which he is temporarily relieving or to which he has been temporarily recalled.

ARTICLE 18 POSTING AND FILLING VACANCIES

- 18.1 Any vacancy in a permanent position or a newly created permanent position within the jurisdiction of the Union which is required to be filled must be posted immediately and shall remain posted for a period of Seven (7) calendar days in all departments having jobs coming within the jurisdiction of the Union.
- 18.2 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.
- 18.3 Where the conditions of the service indicate that the position is required to be filled immediately, a temporary appointment may be made for the duration of the posting procedure.

- 18.4 A copy of all postings shall be sent to the Union President and Recording Secretary.
- 18.5 All applications shall be addressed to the head of the department in which the vacancy occurs. The department head shall notify the Union of the proposed appointee and the names of all employees who were unsuccessful applicants, upon the completion of the selection process. The department head shall also notify each employee who was an unsuccessful applicant of the name of the successful applicant.
- 18.6 Appointments may be made by mutual agreement between the Union and the County without posting.

ARTICLE 19 SENIORITY

- 19.1 When an employee achieves permanent status, his length of unbroken service (including such service prior to certification of the Union) in positions coming within the jurisdiction of this Agreement shall determine his seniority standing. Except as otherwise provided in this agreement, seniority shall operate on a bargaining-unit- wide basis.
- 19.2 Temporary employees shall not have seniority standing except as follows:
- (a) Seniority rights shall extend only to lay-off and recall rights;
 - (b) The temporary employee shall be credited with seniority only after he has accumulated six (6) months of service in one or more successive years;
 - (c) The employee must be employed for a portion of each calendar year;
 - (d) If an employee is not employed in a particular calendar year he shall lose his seniority and be required to re-accumulate the necessary service.
- 19.3 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.
- 19.4 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.

19.5 An employee shall not lose seniority rights if he is absent from work because of sickness, accident, lay-off, or leave of absence approved by the County. An employee shall only lose his seniority in the event:

(a) He is discharged for just cause and is not reinstated.

(b) He resigns.

(c) He is laid-off and fails 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 his current address.

(d) He is laid-off for a period in excess of Twelve (12) months.

ARTICLE 20 CLASSIFICATION

20.1 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.

20.2 Where the County creates a new classification which is not included in this Agreement, or where the duties of an existing classification are altered to change the nature of the work being performed, the rate of pay shall be subject to negotiations between the County and the Union. If the parties are unable to agree on the rate of pay for the position in question or whether the employee is correctly classified, the dispute shall be submitted to the grievance and arbitration procedure. The final rate of pay as agreed upon or as determined by an arbitration board shall be retroactive to the date of appointment to the new classification.

ARTICLE 21 GRIEVANCE PROCEDURE

21.1 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.

21.2 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:
 - 1. A policy grievance must be initiated in writing by the Union with the Municipal Administrator of the County under 21.4 within Fifteen (15) working days from the time of the incident which gives rise to the grievance. The policy grievance shall specify all of the details of the grievance including the nature of the grievance, the clause or clauses of this Agreement upon which the grievance is based and the remedy requested.
- (c) For the purposes of Article 21, “working days” shall mean consecutive days exclusive of Saturday or Sunday.
- (d) A termination grievance shall be entered at step 2 and must be initiated in writing within fifteen (15) working days of the termination.
- (e) Where there is a failure by an employee or the Union to follow the grievance procedure, including a failure to comply with any of the time limits prescribed in the grievance procedure, the grievance shall be deemed to have been withdrawn and abandoned. Failure on behalf the Employer to adhere to the timelines prescribed in the grievance procedure shall be deemed to mean the grievance is allowed.
- (f) Time limits in the grievance procedure may be extended by mutual agreement in writing between the County and the Union.

21.3

STEP ONE

- (a) Individual grievances must be initiated in writing within Fifteen (15) working days of the day of the incident giving rise to the grievance and shall be initiated by the Union or the individual concerned with the department head of the individual concerned. All grievances shall specify the details of the grievance, the clause or clauses of this Agreement upon which the grievance is based, and the remedy requested.
- (b) The department head shall review the grievance and shall provide the Union and the Griever with a written decision together with the

reasons therefore within Ten (10) working days from the day that the grievance was initiated.

21.4 STEP TWO

- (a) If the decision of the department head does not settle the grievance, the Union must within Five (5) working days from the day that the decision was received by the Union, appeal the decision in writing to the Municipal Administrator of the County and such appeal shall specify all the details of the grievance including the nature of the grievance, the clause or clauses of this Agreement upon which the grievance is based, and the remedy requested. A grievance will not be denied on the basis of an omitted article or clause.
- (b) The Municipal Administrator, or his designate, shall review the grievance and shall provide the union and the Griever with a written decision together with the reasons therefore within Ten (10) working days from the day that the Municipal Administrator received the grievance.

21.5 STEP THREE

- (a) If the decision of the Municipal Administrator, or his designate, does not settle the grievance, the Union must within Ten (10) working days of the day that the decision was received by the Union, providing that the grievance has been properly processed in accordance with the grievance procedure, appeal the decision in writing to the Municipal Council 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.
- (b) The Municipal Council shall hold a hearing of the parties within Fifteen (15) working days of the day that the grievance was appealed to the Municipal Council and a written decision on the grievance together with the reasons therefore shall be given by the Municipal Council to the Union within Ten (10) working days of the hearing.

21.6 STEP FOUR - ARBITRATION

- (a) If the decision of the Municipal Council does not settle the grievance, the Union must within Ten (10) working days from the day the decision was received by the Union, providing that the grievance has been properly processed in accordance with the

grievance procedure, refer the grievance to an arbitration board as hereinafter set out.

- (b) When a grievance is referred to arbitration under this Agreement, the notice referring the matter to arbitration shall state the name and address of the nominee of the Union. Within Seven (7) days thereafter, the County shall advise the Union of the name and address of its nominee to the arbitration board. The Two (2) arbitrators shall then select a third person who shall be chairman of the arbitration board.
- (c) If the County fails to appoint an arbitrator within the time limit specified, or if the Two (2) nominees fail to agree upon a chairman within Seven (7) days of their appointment, the required appointment shall be made by the Director of Mediation upon the request of either party.
- (d) The arbitration board shall determine its own procedure and shall give all parties the opportunity to present evidence and make representations, in order to determine the real matter in dispute and to render a decision which they deem just and equitable.
- (e) The arbitration board shall hear and determine the grievance and shall issue an award in writing and its decision is final and binding upon the County and the Union and upon any employee affected by it. The decision of the majority is the award of the arbitration board, but if there is no majority, the decision of the chairman governs and it is then deemed to be the award of the board.
- (f) Each party to the arbitration shall bear the expense of its respective nominee to the arbitration board and the two parties shall bear equally the expenses of the chairman.
- (g) The arbitration board, by its decision, shall not alter, amend or change the terms of this Collective Agreement.
- (h) The time limits fixed in the arbitration procedure may be extended by consent of the parties.

21.7

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 21.7(b), may assist any employee which the steward represents in preparing and presenting his 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 he will not leave his work during working hours without first obtaining the permission of his managerial supervisor in accordance with Article 12.2 (b).

ARTICLE 22 WAGES

The regular rates of pay set out in Appendix "I" to this Agreement shall apply during the term of this Agreement.

The County shall pay salaries and wages monthly in accordance with Appendix "I". On each pay day each employee shall be provided with an itemized statement of his wages, overtime, and other supplementary pay and deductions.

ARTICLE 23 RETROACTIVE PAY

23.1 An employee in the service as of the ratification of this Agreement shall be eligible for retroactive payment of wages paid to the employee during the period from January 1st, 2010 to the date of implementation of this Agreement. This retroactive payment shall be calculated by applying the percentage increase in wages for the applicable position to the gross earnings of the employee for the period from January 1st, 2010 to the implementation of this Agreement.

SIGNED this _____ day of _____, 2010.

WESTLOCK COUNTY

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

APPENDIX "I"

WAGES		2010					
CLASSIFICATION		Prob.	Job Rate	Hour Rate	*Prob.	*Job Rate	*Hour Rate
		3%	3%	3%	4%	4%	4%
Mechanics / Welders	(monthly)	4468.05	4964.50	28.71			
Lead Mechanic	(monthly)	4966.89	5518.76	31.85			
Heavy Equipment Operators	(hourly)	22.78		25.30			
Motor Grader Operators	(hourly)	22.78		25.30			
Truck Drivers	(hourly)	22.78		25.30			
Loader Operators	(hourly)	22.78		25.30			
Labourer I	(hourly)	14.69		16.33			
Labourer II	(hourly)	16.08		17.86			
Labourer III	(hourly)	17.25		19.18			
Labourer IV	(hourly)	19.19		21.32			
Shop Foreman	(monthly)	4966.89	5518.76	31.85			
*Administrative Assistant	(monthly)	3164.62	3516.24	21.64	3291.19	3656.89	22.51
*Clerk Typist	(monthly)	3082.81	3425.36	21.08	3206.12	3562.37	21.92
Payroll Clerk	(monthly)	3298.88	3665.43	22.56			
*Payroll / Accounting Clerk	(monthly)	3496.83	3885.35	23.92			
Financial Assistant	(monthly)	3895.26	4328.07	26.64			
Tax Roll Clerk	(monthly)	3462.66	3847.37	23.68			
Assessment Clerk	(monthly)	3097.77	3441.97	21.19			
Junior Clerk	(hourly)	14.55		16.17			
Receptionist	(monthly)	2886.86	3207.63	19.75			
Reception / Accounts Payable Clerk		3206.15	3562.38	21.93			
Assistant Ag. Fieldman	(monthly)	3749.80	4166.44	24.04			
Service Board Trainee	(monthly)	2992.58	3325.09	19.23			
Service Board Secretary	(monthly)	2226.59	2473.96	15.23			
Landfill Attendant	(monthly)	2372.87	2636.48	15.21			
Landfill Attendant I	(monthly)	3716.54	4129.57	23.82			
Landfill Attendant II	(monthly)	3321.06	3690.07	21.31			
Predator Control Officer	(monthly)	2546.53	2829.48	16.33			
Soil Conservation Technician	(hourly)	16.95		18.85			
Pesticide Operator	(hourly)	20.58		22.85			
Utility / Development Officers Assistant	(monthly)	3772.29	4191.43	24.23			
*Tax Assessment / IT Clerk	(monthly)	3670.43	4078.24	25.10			

APPENDIX "I"

WAGES	2011			
CLASSIFICATION		probationary 3% increase	job rate 3% increase	hourly rate 3% increase
Mechanics / Welders	(monthly)	4602.09	5113.44	29.57
Lead Mechanic	(monthly)	5115.90	5684.32	32.81
Heavy Equipment Operators	(hourly)	23.46		26.06
Motor Grader Operators	(hourly)	23.46		26.06
Truck Drivers	(hourly)	23.46		26.06
Loader Operators	(hourly)	23.46		26.06
Labourer I	(hourly)	15.13		16.82
Labourer II	(hourly)	16.56		18.40
Labourer III	(hourly)	17.77		19.76
Labourer IV	(hourly)	19.77		21.96
Shop Foreman	(monthly)	5115.90	5684.32	32.81
Administrative Assistant	(monthly)	3389.93	3766.60	23.19
Clerk Typist	(monthly)	3302.30	3669.24	22.58
Payroll Clerk	(monthly)	3397.85	3775.39	23.24
Payroll / Accounting Clerk	(monthly)	3601.73	4001.91	24.64
Financial Assistant	(monthly)	4012.12	4457.91	27.44
Tax Roll Clerk	(monthly)	3566.54	3962.79	24.39
Assessment Clerk	(monthly)	3190.70	3545.23	21.83
Junior Clerk	(hourly)	14.99		16.66
Receptionist	(monthly)	2973.47	3303.86	20.34
Reception / Accounts Payable Clerk		3302.33	3669.25	22.59
Assistant Ag. Fieldman	(monthly)	3862.29	4291.43	24.76
Service Board Trainee	(monthly)	3082.36	3424.84	19.81
Service Board Secretary	(monthly)	2293.39	2548.18	15.69
Landfill Attendant	(monthly)	2444.06	2715.57	15.67
Landfill Attendant I	(monthly)	3828.04	4253.46	24.53
Landfill Attendant II	(monthly)	3420.69	3800.77	21.95
Predator Control Officer	(monthly)	2622.93	2914.36	16.82
Soil Conservation Technician	(hourly)	17.46		19.42
Pesticide Operator	(hourly)	21.20		23.54
Utility / Development Officers Assistant	(monthly)	3885.46	4317.17	24.96
Tax Assessment / IT Clerk	(monthly)	3780.54	4200.59	25.85

APPENDIX "I"

WAGES	2012			
CLASSIFICATION		probationary 3% increase	job rate 3% increase	hourly rate 3% increase
Mechanics / Welders	(monthly)	4740.15	5266.84	30.46
Lead Mechanic	(monthly)	5269.38	5854.85	33.79
Heavy Equipment Operators	(hourly)	24.16		26.84
Motor Grader Operators	(hourly)	24.16		26.84
Truck Drivers	(hourly)	24.16		26.84
Loader Operators	(hourly)	24.16		26.84
Labourer I	(hourly)	15.58		17.32
Labourer II	(hourly)	17.06		18.95
Labourer III	(hourly)	18.30		20.35
Labourer IV	(hourly)	20.36		22.62
Shop Foreman	(monthly)	5269.38	5854.85	33.79
Administrative Assistant	(monthly)	3491.63	3879.60	23.89
Clerk Typist	(monthly)	3401.37	3779.34	23.26
Payroll Clerk	(monthly)	3499.79	3888.65	23.94
Payroll / Accounting Clerk	(monthly)	3709.78	4121.97	25.38
Financial Assistant	(monthly)	4132.48	4591.65	28.26
Tax Roll Clerk	(monthly)	3673.54	4081.67	25.12
Assessment Clerk	(monthly)	3286.42	3651.60	22.48
Junior Clerk	(hourly)	15.44		17.16
Receptionist	(monthly)	3062.67	3402.98	20.95
Reception / Accounts Payable Clerk		3401.40	3779.33	23.27
Assistant Ag. Fieldman	(monthly)	3978.16	4420.17	25.50
Service Board Trainee	(monthly)	3174.83	3527.59	20.40
Service Board Secretary	(monthly)	2362.19	2624.63	16.16
Landfill Attendant	(monthly)	2517.38	2797.04	16.14
Landfill Attendant I	(monthly)	3942.88	4381.06	25.27
Landfill Attendant II	(monthly)	3523.31	3914.79	22.61
Predator Control Officer	(monthly)	2701.62	3001.79	17.32
Soil Conservation Technician	(hourly)	17.98		20.00
Pesticide Operator	(hourly)	21.84		24.25
Utility / Development Officers Assistant	(monthly)	4002.02	4446.69	25.71
Tax Assessment / IT Clerk	(monthly)	3893.96	4326.61	26.63

NOTES:

1. Where an employee has previous related experience, he may be allowed the permanent rate of pay prior to the expiration of his probationary period.
2. Other than during periods where the outside workers have been laid off or away on annual vacation leave, all outside workers shall be guaranteed monthly gross earnings equal to 110 hours of pay at the regular rate of pay during the months of October through April inclusive. During these months, outside workers shall be required to perform such other work as directed by the County.
3. CPI will be applied to all classifications of the grid if the CPI is greater than the negotiated rate.

Letter of Understanding

Between

Westlock County

and

Canadian Union of Public Employees Local 3007

Re: Duty to Accommodate

The parties hereby agree as follows:

In circumstances where a member of the CUPE bargaining unit may be unable to perform the regular duties of his/her position due to a mental or physical disability, the Employer and the Union, together with the affected employee, shall meet to discuss and to consider the available evidence regarding the existence and nature of the disability and, if necessary, options with respect to the accommodation of the employee.

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

Signed this 1st day of **September**, 2010.

WESTLOCK COUNTY

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

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Letter of Understanding

Between

Westlock County

and

Canadian Union of Public Employees Local 3007

Re: Long-Term Disability Committee

The Union and the Employer agree to strike a Long-Term Disability Committee. The Union Committee Members shall comprise of Shane Drake, James Plain and Elizabeth Lockwood.

Employer Committee Members will be determined at a later date.

Signed this 1st day of **September**, 2010.

WESTLOCK COUNTY

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

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