

**COLLECTIVE AGREEMENT**

**BETWEEN:**

**THE TOWN OF WESTLOCK**

("Employer")

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3047**

("Union")

*Term: January 1, 2009 to December 31, 2011*

## TABLE OF CONTENTS

	Preamble.....	1
Article 1	Term of Agreement.....	1
Article 2	Scope.....	2
Article 3	Definitions.....	2
Article 4	Managerial Rights.....	3
Article 5	Discharge and Discipline.....	3
Article 6	Union Recognition.....	3
Article 7	Working Conditions.....	4
Article 8	Remuneration.....	7
Article 9	Statutory Holidays.....	7
Article 10	Vacation Leave.....	7
Article 11	Leave of Absence.....	8
Article 12	Union Leave.....	9
Article 13	Sick Leave.....	10
Article 14	Employee Benefits and Pension Plan.....	10
Article 15	Supplementation of Worker's Compensation.....	11
Article 16	Employment.....	12
Article 17	Promotions.....	12
Article 18	Layoffs and Recalls.....	12
Article 19	Posting and Filling Vacancies.....	13
Article 20	Seniority.....	13
Article 21	Classification.....	14
Article 22	Employee Performance Review and Employee Files.....	14
Article 23	Grievance Procedure.....	14
Article 24	Arbitration.....	16
Article 25	Boot and Clothing Allowance.....	16
Article 26	Miscellaneous.....	17
Article 27	Health and Safety.....	17
	Signing Page.....	18
	Appendix I - Rates of Salaries, Stand-by Pay, Boot & Clothing Allowance.....	19
	Appendix II - Position Duties.....	22
	Letter of Understanding "1".....	31
	Letter of Understanding "2".....	32

**COLLECTIVE AGREEMENT**

**BETWEEN:**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3047**  
(hereinafter referred to as the "Union")

OF THE FIRST PART

- and -

**THE TOWN OF WESTLOCK, A MUNICIPAL CORPORATION**  
(hereinafter referred to as the "Employer")

OF THE SECOND PART

WHEREAS it is the purpose of both parties to this agreement:

1. To maintain and improve harmonious relations between the 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 and effectiveness in operations;
4. To enhance the quality of service provided to the people of the Town of Westlock; and
5. To promote the morale, well-being and security of the Employees in the bargaining unit of the Union;

AND WHEREAS it is now desirable that matters pertaining to the working conditions of Employees be described in a collective agreement;

THEREFORE the Employer and the Union agree with each other as follows:

**ARTICLE 1 - TERM OF AGREEMENT**

- 1.1 This agreement shall be in full force and effect as of January 1, 2009 and shall continue in full force and effect until the 31st day of December, 2011 and from year to year thereafter, except as hereinafter provided.
- 1.2 Either of the parties hereto may serve notice to commence collective bargaining by notice in writing not less than sixty (60) days nor more than one hundred twenty (120) days prior to the expiration date of this agreement.
- 1.3 If amendment is desired, the contents of the amendment shall be transmitted to the other party at the first collective bargaining meeting and the existing agreement shall remain in force until the process of collective bargaining has been completed in accordance with the provisions of the Labour Relations Code or the parties hereto are in a legal position to conduct a lockout or strike vote, 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. Such changes shall form part of the Collective Agreement and are subject to the grievance and arbitration procedure.

## **ARTICLE 2 – SCOPE**

- 2.1 This agreement shall apply to all Employees of the Employer for whom the Union has the right to bargain as set out in the Labour Relations Board Certificate Number 349-92, issued August 6, 1992.

## **ARTICLE 3 – DEFINITIONS**

- 3.1 "ANNIVERSARY DATE" refers to the employee's commencement date which establishes payroll, benefits and years of service.
- 3.2 "BARGAINING COMMITTEE" means those employees elected by the Employees within the Union to bargain on their behalf.
- 3.3 "CLASSIFICATION" means a group of positions having sufficiently similar duties, responsibilities, authority and required qualifications that a common descriptive title may be used.
- 3.4 "EMPLOYEE" means a person assigned to a position within the scope of this agreement.
- 3.5 "EMPLOYER" means the Town of Westlock.
- 3.6 "FULL-TIME EMPLOYEE" means an employee who is regularly scheduled to work the hours described in Article 7.
- 3.7 "PART-TIME EMPLOYEE" means an employee who is regularly scheduled to work less than the full-time hours described in Article 7.
- 3.8 "PERMANENT EMPLOYEE" means any employee who has successfully completed the required probationary period pursuant to Article 16.
- 3.9 "POSITION" means a specific set of duties and conditions, as described in a position description, developed for the purpose of assignment to a single incumbent.
- 3.10 "PROBATIONARY EMPLOYEE" means an employee who is serving a probationary period of employment in his initial employment with the Employer pursuant to Article 16.
- 3.11 "PROBATIONARY PERIOD" means the initial period of employment of a new Employee coming within the scope of this agreement pursuant to Article 16.
- 3.12 "PROMOTION" means the advancement of an employee to a position with a higher level of duties and responsibilities and with a higher regular rate of pay.
- 3.13 "REGULAR HOURS OF WORK" means the assigned daily hours of work exclusive of overtime, standby and call-back.
- 3.14 "REGULAR RATE OF PAY" means the rate of pay assigned to a classification as set out in the Schedule of Wages attached to this agreement exclusive of all premiums.
- 3.15 "SHIFT" means the regular daily hours of work assigned to an Employee.
- 3.16 "TEMPORARY EMPLOYEE" means an employee who is hired for a pre-determined period of time or a pre-determined task, or is engaged for relief, not to exceed six (6) months in

duration. When a Permanent Employee accepts a temporary assignment, that Employee maintains his Permanent status. The provisions of this agreement shall apply to Temporary Employees where applicable, with the exception of Articles 5, 18.

- 3.17 "TOWN MANAGER" means the Town Manager of the Town of Westlock.
- 3.18 "TRIAL TERM" means the initial period of employment of an employee upon promotion or transfer to a new classification or position in order to determine the suitability of the employee in the classification or position pursuant to Article 17.
- 3.19 Unless otherwise required by the context, all words in the singular include the plural and all words in the plural include the singular; words of masculine gender shall include the feminine.

#### **ARTICLE 4 - MANAGERIAL RIGHTS**

- 4.1 The Union recognizes that it is the exclusive right of the Employer to exercise all the usual and customary rights of management. Such managerial rights include, but are not limited to, the right of the Employer to manage its business, direct the working forces, make rules and regulations and the right to hire, suspend, discharge, discipline, lay off, transfer, classify, promote or demote any Employee, except as expressly limited by this agreement. The question of whether any management rights are expressly limited by this agreement shall be decided through the grievance and arbitration procedure.

#### **ARTICLE 5 - DISCHARGE AND DISCIPLINE**

- 5.1 The Employer may discharge and discipline Employees but only for just cause.
- 5.2 The Employer when disciplining an Employee, shall provide the Employee with written warning notice, or notice of discipline. Copies of all warning notices, or notices of discharge, suspension or other discipline shall be provided to the Union immediately.
- 5.3 Employees absent for three (3) working days without notifying their immediate supervisor shall be considered to have terminated their employment with the Employer, unless, in the opinion of the Employer, proof is subsequently produced that emergency circumstances made it impossible for the Employee to contact their supervisor. The Employer's determination of the impossibility of contact shall not be subject to grievance or arbitration.

#### **ARTICLE 6 - UNION RECOGNITION**

- 6.1 The Employer recognizes the Union as the exclusive bargaining agent of the Employees covered by Labour Relations Board Certificate 349-92 with respect to terms and conditions of employment.
- 6.2 No one outside the bargaining unit shall be permitted to do bargaining unit work if it results in a reduction in the regularly scheduled hours of work of a permanent bargaining unit member.
- 6.3 The Employer 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.
- 6.4 The Employer shall negotiate with the Union or any of its authorized committees concerning matters affecting the relationship between the Employer and the Union, 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

and 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 The Union shall have the right to have the assistance of representatives of the Canadian Union of Public Employees when dealing with or negotiating with the Employer.
- 6.6 Check off of Union Dues:
- (a) The Town agrees to deduct from Employees in the bargaining unit, an amount equal to the monthly dues, as shall be decided upon from time to time by the Union, and in a manner which is in keeping with the payroll system in effect.
  - (b) Deductions shall be forwarded to the National Secretary Treasurer of the Union in Ottawa accompanied by a list of names of those Employees from whom wage deductions have been made.
  - (c) The Union shall advise the Town in writing of any change in the amount of dues to be deducted from Employees covered by this agreement. Such notice shall be provided at least thirty (30) days prior to the effective date of the change.
  - (d) Income tax (T4) slips provided to Employees shall indicate the amount of Union dues paid by each Employee in the previous year.
- 6.7 The Employer shall supply to each Employee within the bargaining unit a copy of this agreement within thirty (30) days of the signing of the agreement. All new Employees within the bargaining unit shall be given a copy of the agreement when they are hired.
- 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 Town Manager.
- 6.9 There shall be no discrimination and/or coercion against any Employee by reason of engaging in lawful activities in support of or as a member of the Union.
- 6.10 A representative of the Union will have the opportunity to make a presentation of up to fifteen (15) minutes in duration to new Employees for Union orientation purposes, at a time acceptable to the Employer.

#### **ARTICLE 7 - WORKING CONDITIONS**

- 7.1 Employees shall report for their regular hours of work at the place directed by the person in charge and shall go to and from such place on their own time. 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 The regular hours of work for Full-time Employees shall be eight (8) hours per day and forty (40) hours per week, Monday through Friday, with an unpaid lunch break of one (1) hour. Such hours shall be scheduled consecutively for all employees except Recreation Employees. With the exception of the Recreation Centre employees, the hours will be from 7:30 a.m. and 4:30 p.m. For Recreation Centre employees, regular hours of work shall be scheduled between 6:00 a.m. and 9:00 p.m.. Permanent full-time employees shall take one (1) Friday each month as a day off without pay. The Employer reserves the right to schedule such days off to ensure for adequate staffing levels in order to meet operational requirements. At the Employee's option, and with sufficient reason (e.g. doctor's appointment, family matters, etc.) another day may be substituted for a Friday, upon the approval of the Supervisor. Such approval is not to be unduly withheld.

- 7.3 The Employer reserves the right to establish the start and end times of shifts for Employees within the bargaining unit; provided that the Employer shall not establish any split shifts, except for Recreation Employees where split shifts shall be permitted. The Employer, acting reasonably, will attempt to avoid or minimize the use of split shifts. With the exception of Recreation Centre employees, employees shall receive seventy-five cents (\$0.75) per hour for each hour of a shift which falls between 9:00 p.m. and 6:00 a.m.. Recreation Centre employees shall receive thirty cents (\$0.30) per hour for each hour of a shift which falls between 4:30 p.m. and 12:00 a.m. Shift differentials shall not be included for the purpose of calculating overtime where applicable.
- 7.4 (a) Employees shall be allowed one (1) paid fifteen (15) minute coffee break during each shift equal to or more than 4 hours, but less than 6 hours
- (b) Employees shall be allowed two (2) paid fifteen minute breaks during each shift equal to or more than 6 hours.
- (c) All breaks per this Article must be taken on site.
- 7.5 An Employee scheduled to work a full shift who reports for work on his regular shift shall be paid at his regular rate of pay for the full shift, unless in the case of a Temporary Employee, this Employee has received notification from his supervisor a minimum of one (1) hour prior to the start of his regular shift and that the Employee is not required to report for work.
- 7.6 Where an Employee is required to work hours in excess of the regular full time hours of work as defined in 7.2, all such excess hours of work shall be considered overtime and he shall be paid at one and one half ( $1\frac{1}{2}$ ) times his regular hourly rate for the first two (2) hours and at two (2) times for all continuous time thereafter. Where an employee is required to work and receives less than four (4) consecutive hours off immediately prior to his next regular shift, that Employee shall continue to be paid at two (2) times his regular rate of pay for all hours worked until such time as he is relieved from duty for at least four (4) consecutive hours. An employee so relieved will suffer no loss of regular earnings as a result. Except in the case of emergencies, an Employee shall receive a minimum of twenty-four (24) hours advance notice of overtime work.
- 7.7 An Employee shall not suffer any reduction to their established regular hours of work to equalize any overtime worked. An employee shall have the option to receive time off in lieu of pay for overtime worked, calculated at one and one-half ( $1\frac{1}{2}$ ) or two (2) times, as the case may be, his regular hourly rate of pay for such overtime hours worked. It is understood and agreed that such time off shall accumulate to a maximum of five (5) days at any one time. Once five (5) days have been so accumulated, overtime will be paid until the five (5) days have been taken off by the Employee at a time mutually agreed upon between the Employee and the Employer. Accumulated time off must be taken within three (3) months of the time it is earned or it shall be paid out to the Employee.
- 7.8 All Employees shall be subject to call out. An Employee called out for work outside of his regular hours of work shall be paid a minimum of two (2) hours at overtime rates and overtime in accordance with Article 7.6 thereafter. Calls within two (2) hours of each other shall be considered one (1) call out.
- 7.9 An Employee required to work overtime on a Statutory Holiday, specified in Article 9.1 of this agreement, shall be paid at two (2) times his regular hourly rate of pay for each hour worked. This premium rate of pay shall be paid only to those employees who work on the actual calendar day observed as the holiday.

7.10 When an employee is assigned to relieve in an acting capacity to a position assigned with a higher level of duties and responsibilities and with a higher regular rate of pay, for two (2) shifts or longer, he shall be paid at his regular rate of pay plus twelve and one-half percent (12.5

7.11 Standby

When an Employee is on Standby Service with the Employer, he shall be paid Standby Pay as set out in Appendix "I" attached to and forming part of this agreement and shall be readily available and in fit condition to return to duty immediately upon request.

Standby service will be done on a voluntary basis by permanent full-time Employees, other than Recreation Centre Employees. Where insufficient Employees volunteer, the Employer reserves the right to assign standby. A list of Employees who agree to work Standby service shall be established by January 31 of each year. The list shall be operated on a rotational basis and will ensure that there is at least one (1) Employee available for Standby service at all times. The services listed below are the obligation of Employees on standby and will not attract call out or any other pay in addition to Standby Pay. Responses to problems uncovered during the checks will be subject to call out pay with the approval of the Director of Public Works.

Standby Duties: Weekends & Holidays

- check Water Plant a minimum of three (3x) times per day
- check Low Lift in the morning
- check Sewer Lift in the morning
- check Water Towers in the morning
- check Employer Shop once a day
- drive-by-duties : shall include checking for obvious problems regarding:
  - (a) malfunction(s) of Employer operations
  - (b) security
  - (c) safety
  - (d) vandalism

Including drive-by checking in the following areas of responsibility:

- i. Highways 18 & 44, 107 Street, Main Street (100 Ave)
- ii. Mountie Park
- iii. Check with temporary staff during special events (i.e. Fair, Trade Shows, Tours, etc.)
- iv. Answer automatic building alarm(s) by:
  - notifying person in charge
  - calling out staff as required
- v. Check problem areas as indicated by Director of Public Works or Town Manager

Duties: Weekday Evenings

- Drive-by Check Mountie Park
- Check problem areas as indicated by Director of Public Works or Town Manager

7.12 An Employee required to work in excess of ten (10) hours in any one shift shall be provided with a paid meal period of one half (1/2) hour, and reimbursed for the cost of the meal.

**ARTICLE 8 - REMUNERATION**

- 8.1 The Employer shall pay each Employee bi-weekly according to the rates of pay as set out in Appendix "I" attached to and forming part of this agreement, and each Employee shall be provided with an itemized statement of wages, overtime and other supplementary pay and deductions.
- 8.2 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 the effective date of this agreement as provided in Article 1.1 to the 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 from the first day of the term of this agreement to the date of the implementation of this agreement.
- 8.3 Past Employees who were in the service of the Employer between the first day of the term of this agreement and the date of implementation of this agreement shall be entitled to any retroactive adjustment for the regular rate of pay provided that they have left a forwarding address.

**ARTICLE 9 - STATUTORY HOLIDAYS**

- 9.1 The following days shall be recognized as Statutory Holidays for the purpose of this agreement:

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

And any other day proclaimed as a holiday by the Employer or the Provincial Government for their Employees.

- 9.2 All Employees shall receive the recognized Statutory Holidays in accordance with Article 9.1 for which they are eligible, in accordance with the General Holiday provisions of the Employment Standards Code, with pay, or other days with pay in lieu of such Statutory Holidays, or pay in lieu, providing they are available for work in accordance with the shift preceding, during and following the designated day for the holiday or on approved leave.
- 9.3 Should any of the above named holidays fall on a weekend, the following scheduled working day shall be observed as the day off.

**ARTICLE 10 - VACATION LEAVE**

- 10.1 An Employee shall not take vacation leave without prior authorization from the Employer.
- 10.2 Authorized vacations may be changed by mutual consent of the Employer and Employee.
- 10.3 Permanent Employees shall earn annual vacation with pay based on years of continuous service, as follows:
  - up to and including eight (8) years of continuous service - fifteen (15) working days;
  - nine (9) years up to and including fourteen (14) years of continuous service - twenty (20) working days;

- fifteen (15) up to and including twenty (20) years of continuous service - twenty-five (25) working days;
- Twenty-one (21) or more years of continuous service - thirty (30) working days.

An employee's years of service shall be calculated according to the Employee's anniversary date.

- 10.4 Employees are required to take their vacation in the year after it is earned in accordance with Article 10.3 but shall be allowed to carry over any vacation entitlement with the agreement of the Employer.
- 10.5 If a recognized Statutory Holiday falls or is observed during an Employee's vacation period, he shall be allowed an additional vacation day with pay immediately following his vacation period or an additional paid vacation day on some other day if mutually agreed to between the Employee and the Town Manager.
- 10.6 If an Employee becomes ill or is injured and/or hospitalized during his vacation, vacation leave equal to the number of days ill, injured or hospitalized will be restored, subject to medical certification being provided to the Employer, upon request.
- 10.7 Vacation pay for Temporary Employees shall be calculated and paid in accordance with the Employment Standards Code based upon the Employee's regular rate of pay. If during his vacation, there is a death in the Employee's family, Article 11.3 will become effective.
- 10.8 An Employee shall be entitled to receive his vacation in an unbroken period except where his vacation entitlement is in excess of four (4) weeks. In such a case, the Employee's vacation entitlement may be taken in an unbroken period in excess of four (4) weeks only with the approval of the Town Manager.
- 10.9 An Employee who has been on a 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 or part thereof (on a pro rata basis) with pay in the service of the Employer.
- 10.10 Employees shall submit their written request for annual vacation, indicating their first and second choice, by March 1 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. The Employer shall post the vacation schedule by March 15 of each year. Once the vacation schedule is posted, it will not be changed without the consent of the affected employees, except in case of emergency. Where an Employee fails to submit a written request for vacation by March 1, and subsequently makes a vacation request, such requests will be granted, if possible, once the vacation schedule has been posted. In the case of a late request where no mutually acceptable time can be arrived upon between the Employee and the Employer, or where no vacation request is made, the Employer reserves the right to schedule vacation for the Employee upon the provision of two (2) week's written notice.

#### **ARTICLE 11 - LEAVE OF ABSENCE**

- 11.1 The Employer may grant leave of absence without pay and without loss of seniority to any Employee requesting such leave for good and sufficient cause, such requests to be in writing and approved by the Town Manager. The Employee making such request must indicate an intended date of return. The failure to return as specified in the written request will result in the immediate termination of employment unless:

- a) permission in writing to extend the leave is granted in advance by the Town Manager; or
  - b) the Employee provides an explanation acceptable to the Employer.
- 11.2 An Employee engaged in other employment for gain without the express written consent of the Town Manager while on leave of absence shall be deemed to have automatically terminated his service with the Employer.
- 11.3 Temporary leave of absence without loss of regular earnings shall be granted up to a maximum of four (4) working days because of the death of an Employee's spouse, child, step child(ren), parent, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, aunt, uncle, fiancé, related dependent, ward, guardian, brother-in-law or sister-in-law.
- 11.4 In the event of critical illness, hospitalization or accident of an Employee's parents, parents-in-law, spouse or child, a leave without loss of regular earnings will be granted up to a maximum of three (3) days.
- 11.5 Additional compassionate leave without loss of regular earnings due to exceptional circumstances, may be granted at the sole discretion of the Town Manager.
- 11.6 Employees who have completed a minimum of nine (9) months continuous service in the employ of the Employer, shall be entitled to maternity and/or parental, or adoption leave in accordance with current provisions set out in the Alberta Employment Standards Code. Maternity and/or parental, or adoption leaves must be requested in writing a minimum of six (6) weeks prior to the anticipated commencement of such leave.
- 11.7 While on a leave of absence in excess of thirty (30) days in duration, an Employee shall have the opportunity to remain on the Employee Benefit package with the understanding that he is responsible for the pre-payment of the employee and the Employer portions of the benefit premiums for the approved leave of absence.

#### **ARTICLE 12 - UNION LEAVE**

- 12.1 In the event that an Employee is elected or appointed to the bargaining 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 two (2) employees from the Union will be granted leave with pay for the purpose of attending such meetings.
- 12.2 If an accredited representative of the Union is required to meet with the Employer, or attend a hearing to discuss a grievance during work hours, he shall be granted leave with pay subject to suitable arrangements with his immediate supervisor concerning his own work responsibilities. If the Employee who is grieving is required to attend a hearing he shall be granted leave with pay at his regular rate of pay.
- 12.3 An employee who is elected to attend a Union convention, conference, school, or to attend any other Union function or meeting of CUPE, its affiliated or chartered bodies, or any other labour organization with which the Union is affiliated, shall be granted leave of absence with pay and benefits. The Union shall reimburse the Employer for all pay and benefits during the period of absence.

### **ARTICLE 13 - SICK LEAVE**

- 13.1 When used in this Article 13, the word "disability" shall mean the inability of a Permanent Employee to perform the regular duties of his position by reason of an illness or injury which is non-compensable by WCB. Employees serving the initial six (6) month probationary period in accordance with Article 16.1 shall be entitled to accrue sick leave but will not be entitled to use sick leave credit.
- 13.2 A maximum of ten (10) days accumulated sick leave shall be credited to an Employee. The initial ten (10) days of sick leave credits will be accrued at a rate of one and a half (1.5) days per month. When an Employee is absent from work on sick leave, short-term disability or long-term disability, upon his return to work accumulated sick leave credit will again be provided to a maximum of ten (10) days. Both the rate of initial accrual and maximum sick leave credits shall be pro-rated for Part-time Employees in accordance with their FTE.
- 13.3 When an Employee eligible to use sick leave credits in accordance with Article 13.1 is prevented from performing his duties for the Employer by reason of disability, such Employee shall be paid at his regular rate of pay 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 receives such payment. A day for the purpose of this Article shall be equal to the number of regularly scheduled hours of the employee.
- 13.4 An Employee in receipt of sick leave pay shall assign to the Employer any weekly indemnity benefits received by the Employee.
- 13.5 An Employee may be required to deliver to the Employer, a Doctor's Certificate proving disability in order to be eligible for payment under the provisions of this Article 13. Where the disability is for a duration of three (3) days or longer such a medical certificate if required shall be supplied by the Employee to the Employer. The cost of such certificate, if any, will be borne by the Employer. At the Employer's request, the Employee will be required to provide documentation from a Doctor of the Employer's choice.
- 13.6 Employees who are not absent due to illness in any six (6) month calendar period shall be entitled to one (1) day off with pay or one (1) day's pay at the Employee's discretion. Part-time Employees shall be compensated at their usual full-time equivalency. If the Employee elects to take the day off with pay, the date shall be arranged by mutual agreement.

### **ARTICLE 14 - EMPLOYEE BENEFITS AND PENSION PLAN**

- 14.1 Permanent Employees working in excess of thirty (30) hours per week, shall be entitled to the following benefits which shall be compulsory for all permanent Employees unless they provide proof of similar or better coverage elsewhere.
- 14.2 In addition to the Canada Pension Plan, every Permanent Employee shall join the Local Authorities Pension Plan and Employees and the Employer shall make contributions to such plan in accordance with the provisions of the plan.
- 14.3 The Employer shall pay
- (a) one hundred percent (100%) of the premium cost for Short-Term Disability (Weekly Indemnity) Benefit Plan in place as of December 31, 2006. Premium costs related to any subsequent increase to level of coverage shall be borne by the Employee;

- (b) one hundred percent (100%) of the premium cost for the Dental Plan in place as of December 31, 2006. Premium costs related to any subsequent increase to level of coverage shall be borne by the Employee;
- (c) seventy-five percent (75%) of the premium for the Alberta Health Care Plan;
- (d) seventy-five percent (75%) of the premium for all Employees for the Group Life Insurance Plan;
- (e) fifty percent (50%) of the premium for the Extended Health Care Plan in place as of December 31, 2006. Premium costs related to any subsequent increase in level of coverage shall be borne by the Employee; and
- (f) fifty percent (50%) of the premium cost for the Accidental Death and Dismemberment Insurance Plan.

14.4 The Employees shall pay:

- (a) one hundred percent (100%) of the premium cost of the Long Term Disability Benefit Plan;
- (b) one hundred percent (100%) the premium cost of the Employee Assistance Program; and
- (c) one hundred percent (100%) the premium cost of the Dependant Life Insurance Plan.

14.5 The coverage described in Articles 14.3 and 14.4 is currently provided through the Alberta Urban Municipalities Association. The Employer reserves the right, with notification to the Union, to change plans and insurers provided the level of coverage does not fall below current levels.

14.6 The decision to extend coverage for any particular claim rests exclusively with the benefit provider and, where the Employer has complied with all of their requirements regarding a claim, such decision will not be the subject of the Grievance or Arbitration process.

#### **ARTICLE 15 - SUPPLEMENTATION OF WORKERS COMPENSATION**

15.1 Subject to the provisions hereinafter set forth, if an Employee is unable to perform his regular duties due to an occupational accident or illness that occurred in the course of his work for the Employer and the accident or illness is recognized by the Workers Compensation Board as compensable, the Employee shall during the period of compensation payments, receive his regular rate of pay as set forth in Appendix "I" from the Employer and the Employee shall assign all Worker's Compensation payments to the Employer. Notwithstanding these provisions, a deduction of one-tenth ( $\frac{1}{10}$ th) of one day shall be made from the accumulated sick leave credits for each day an Employee is absent and in receipt of Workers Compensation Benefits.

15.2 The supplementation of Worker's Compensation Awards shall not be payable to any Employee entitled to compensation after pension age if such an Employee is entitled to a pension or after the full age of sixty-five (65) years if an Employee is not entitled to a pension.

15.3 The supplementation of Worker's Compensation Awards shall not be payable to an Employee when he is able to return to work or after he is granted a permanent pension by the Worker's Compensation Board for either partial or total disability.

- 15.4 In no event shall the supplementation of Worker's Compensation Awards be paid to an Employee in excess of twelve (12) months supplementation.

#### **ARTICLE 16 – EMPLOYMENT**

- 16.1 The normal probationary period for full-time Employees shall be six (6) months, with the Employer reserving the right where warranted by special circumstances to extend or shorten this period a further three (3) months. Where the probationary period is extended, the Employee and the Union shall be provided with written reasons and the Employee shall be advised of what he is required to do to bring his work up to the required standard. Probation is served once at the outset of the employment relationship and no employee will be required to serve more than one (1) probationary period.
- 16.2 For part-time Employees, the probationary period length specified in article 16.1 above shall be one hundred twenty (120) shifts worked rather than six (6) months, and a potential sixty (60) shift extension rather than three (3) months. Recreation Employees shall go to job rate at the end of six (6) months or upon completion of probation, whichever occurs first.
- 16.3 New Employees who do not meet the requirements of the position or for permanent status during the probationary period may be discharged without cause and without recourse to the Grievance or Arbitration Procedures. The Employee shall be provided with the reason in writing for termination and a copy of such will be provided to the Union. Where applicable, such Employees will be provided with notice or pay in lieu of notice in accordance with the minimum requirements of the Employment Standards Code.
- 16.4 The Union shall be notified in writing of all appointments, hiring, layoffs, transfers, recalls and terminations within the bargaining unit as they occur.

#### **ARTICLE 17 - PROMOTIONS**

- 17.1 In making promotions to vacant positions coming within the jurisdiction of the bargaining unit, the considerations shall be seniority, knowledge, qualifications, abilities and skills.
- 17.2 A Permanent Employee who has been selected for promotion shall have a trial period of three (3) months. The trial period may be extended a further three (3) months by the Employer where warranted by special circumstances. In the event that the normal trial period is extended, the Employee and the Union shall be advised in writing of the Employer's reasons and the Employee shall be advised of what he is required to do to successfully complete the trial period. During the trial period an Employee may elect to revert to his former position or may be reverted by the Employer.

#### **ARTICLE 18 - LAYOFFS AND RECALLS**

- 18.1 In the event of a layoff, as a result of a shortage of work, Employees shall be laid off in the reverse order of their seniority, provided that those remaining have the required knowledge, qualifications, abilities and skills to fill the positions available.
- 18.2 Employees shall be recalled in the order of their seniority when work becomes available, provided that they have the required knowledge, qualifications, abilities and skills to fill the positions available. Once recalled, the Employee must return to work within five (5) working days of being notified in writing by registered letter to do so. The failure to return to work within that period will result in the termination of the Employee's employment with the

Employer and all recall rights unless there are valid reasons accepted by the Town Manager as to why the Employee cannot return.

- 18.3 No new Employee will be hired until those laid off who have the required knowledge, qualifications, abilities and skills to fill the positions available have been given an opportunity of recall.

#### **ARTICLE 19 - POSTING AND FILLING VACANCIES**

- 19.1 Any vacancy in a permanent position or a newly created permanent position within the jurisdiction of the Union which the Employer determines must be filled shall be posted and remain posted for a period of seven (7) calendar days in all departments having jobs coming within the jurisdiction of the Union.
- 19.2 All job postings shall contain at least the following information: nature of the position, qualifications, required knowledge and education, skills, shift and wage rate. All job posting shall state "This position is open to male and female applicants".
- 19.3 Where 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.
- 19.4 A copy of all postings shall be sent to the Union as soon as a vacant position is posted.
- 19.5 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 Employer shall also notify each Employee who was an unsuccessful applicant of the name of the successful applicant.
- 19.6 Appointments may be made by mutual agreement in writing between the Union and the Employer without posting.

#### **ARTICLE 20 - SENIORITY**

- 20.1 Seniority shall operate on a bargaining unit basis. 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.
- 20.2 A temporary transfer outside the bargaining unit for a period of less than twelve (12) months shall not affect the seniority standing of such Employee.
- 20.3 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 Employer.
- 20.4 An Employee shall lose seniority rights only if he is discharged and not reinstated, if he resigns, if he is laid-off and fails to return to work within five (5) working days of being notified in writing by registered letter to do so, or if he is laid-off for a period in excess of twelve (12) months. It shall be the responsibility of the Employee to keep the Employer informed of his current address.
- 20.5 The Employer shall provide the Union with an updated seniority list of all Employees in the bargaining unit by January 15<sup>th</sup> of each year. This list shall include each Employee's current address and phone number to the extent the Employer has such information.

20.6 Temporary Employees shall not have seniority standing.

#### **ARTICLE 21 – CLASSIFICATION**

21.1 The Employer agrees to draw up job descriptions for all positions for which the Union is the Bargaining Agent. If the Employer is making changes to existing job descriptions, these descriptions will be presented and discussed with the Union and shall become the recognized job descriptions unless the Union presents written objections within thirty (30) days. If such objection cannot be resolved the issue may be subject to grievance and arbitration.

21.2 If the Employer 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, such position description or changes will be presented to and discussed with the Union, who shall provide input on the position description, and the rate of pay shall be subject to negotiation between the Employer 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 settled through the grievance procedure commencing with the Town Manager, within five (5) working days of written notification to the Union.

By mutual agreement, the parties may agree to submit the dispute to "Grievance Mediation" prior to proceeding to Arbitration. Any costs charged for this service, shall be shared by the parties on an equal basis.

#### **ARTICLE 22 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES**

22.1 When a formal assessment of an Employee's performance is made, the Employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read and understood. An Employee must sign the assessment form, however, a signature on the assessment form does not mean that the Employee agrees with the assessment.

22.2 Upon request of an Employee, the personnel file of that Employee shall be made available for examination in the presence of an authorized representative of the Employer. Employees shall have the right to obtain a copy of any material contained in their personnel file at no cost to the Employee. Employees may have a representative of the Union present during such review. An Employee may respond to any documents in the personnel file and such response, if in writing, will become part of that file.

22.3 Notice of disciplinary action which may have been placed in the personnel file of an Employee shall be deemed void after two (2) years free of any discipline and shall be removed from the file.

#### **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 types; namely:

(a) Individual grievances: Grievances relating to or affecting the rights of one or more specific individuals.

- (b) Policy grievances: Grievances which cannot be made grievance of an individual Employee or Employees and must be initiated by the Union.
- 23.3 Individual grievances must be initiated in writing within fifteen (15) working days of the date when the Employee became aware or ought to have become aware of the alleged violation of the collective agreement and shall be initiated by the Union or the individual concerned with the Director (Public Works or Recreation). All grievances shall specify the full particulars of the grievance and the remedy requested.
- 23.4 The Director (Public Works or Recreation) shall review the individual grievance and shall provide the Union and the grievor with a written decision, together with the reasons therefore within five (5) working days from the day the grievance was initiated.
- 23.5 If the decision of the Town Manager does not settle the individual grievance, the Union must within five (5) working days from the day that the decision was received by the Union, appeal the decision in writing to the Town Manager and such appeal shall specify the full particulars of the grievance the remedy requested.
- 23.6 A policy grievance must be initiated in writing by the Union with the Town Manager within fifteen (15) working days of the date when the Union became aware or ought to have become aware of the alleged violation of the collective agreement. The policy grievance shall specify the full particulars of the grievance and the remedy requested.
- 23.7 The Employer shall review the individual or policy grievance and shall provide the Union with a written decision together with the reasons therefore within five (5) working days from the date that the grievance was appealed to the Town Manager.
- 23.8 If the decision of the Town Manager does not settle the individual or policy grievance, the Union must within five (5) working days from the day the decision was received by the Union, appeal the decision in writing to the Town Council. Such appeal shall specify the full particulars of the grievance and the remedy requested.
- 23.9 The Town Council shall hold a hearing within ten (10) working days of the day that the Town Council received the individual or policy grievance and a written decision on the grievance together with the reasons therefore shall be given to the Union within ten (10) working days of the hearing. If the decision of the Town Council does not settle the individual or policy grievance, the Union must within ten (10) working days from the day the decision was received by the Union, providing the grievance was properly processed in accordance with the grievance procedure, refer the grievance to Arbitration as hereinafter provided. The Parties by mutual agreement may submit the grievance to "Grievance Mediation" as provided by the Department of Labour, prior to proceeding to arbitration. Any costs charged by the Department of Labour for this service, shall be shared on an equal basis by the parties.
- 23.10 For the purposes of this Article 23, "working days" shall mean consecutive days exclusive of Saturdays and Sundays.
- 23.11 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.
- 23.12 Time limits within the grievance procedure may be extended by mutual agreement in writing between the Employer and the Union.

## **ARTICLE 24 – ARBITRATION**

- 24.1 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 Employer shall advise the Union of the name and address of its nominee to the Arbitration Board. The two (2) nominees shall then select a third person who shall be Chairman of the Arbitration Board. Notwithstanding the above, the parties, by mutual agreement may submit the dispute to a single arbitrator.
- 24.2 If the Employer fails to appoint an arbitrator within the time limits specified, or if the two (2) nominees fail to agree upon a Chairman within seven (7) days of their appointment, the required appointment shall be made by the Minister of Labour upon the request of either party.
- 24.3 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 Employer 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.
- 24.4 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.
- 24.5 The Arbitration Board, by its decision, shall not alter, amend or change the terms of this Collective Agreement.
- 24.6 The time limits fixed in the arbitration procedure may be extended by consent of the parties.
- 24.7 In order to provide an orderly and speedy procedure for settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Steward. The Steward, subject to Article 24.7 may assist any Employee which the Stewart represents in preparing and presenting his grievance in accordance with the grievance procedure.
- 24.8 The Employer agrees that Stewards or other authorized representatives of the Union shall not be hindered, coerced, restrained or interfered with in the performance of their duties when investigating a grievance as provided in this article or Article 23. The Union recognizes that union representatives employed full time by the Employer will not leave work during hours without first obtaining the permission of his Supervisor in accordance with Article 12.2.

## **ARTICLE 25 – BOOT AND CLOTHING ALLOWANCE**

- 25.1 With regard to clauses (a) and (b) following, for each Public Works and Water Department Permanent Full-time Employee covered by this agreement, the Employer will:
- (a) Provide a boot allowance of One Hundred and Seventy Five Dollars (\$175.00) per annum; this boot allowance shall not be subject to annual increase for the term of this agreement.
  - (b) Supply to each Employee a clothing allowance as set out in Appendix "I" attached to and forming part of this agreement, for Employees to purchase items such as coveralls, jackets, gloves, work clothes, etc., to be worn in the course of their duties. Such clothing will be in a form acceptable to the Employer. The clothing allowance will be supplied to each Employee on January 31<sup>st</sup> of each year of the term of this Agreement, who has completed a minimum of one (1) year employ with the Employer.

- (c) Employees who are employed at the Recreation Centre swimming pool shall be provided with one (1) bathing suit within the first three (3) months of employment and with a second bathing suit upon completion of the probationary period. Additional bathing suits shall be provided upon demonstrated need with the approval of the Town of Westlock Recreation Director.
- (d) Employees who are employed at the Recreation Centre swimming pool shall, after three (3) months employment, be supplied with one (1) pair of deck shoes per year, upon request.
- (e) The Employer shall provide two (2) Lifeguard uniforms to consist of a T-shirt, sweatshirt, shorts and a whistle to Recreation Centre swimming pool employees once per year.

#### **ARTICLE 26 MISCELLANEOUS**

- 26.1 The Employer shall pay the cost of tuition and materials of an academic or technical course approved by the Employer. In addition, where an Employee is required by the Employer to attend training, the Employee shall suffer no loss of regular earnings and shall be reimbursed for expenses in accordance with Town Policy.
- 26.2 The Employer shall pay professional, license and/or certification fees for an Employee who, as a condition of employment, is required to be a member of a professional association, or be licensed or certified.
- 26.3 If not required or booked for any other purpose CUPE Local 3047 shall be able to utilize the All Purpose Room of the Westlock and District Recreation Centre for Union activities at no cost to the Local.

#### **ARTICLE 27 HEALTH AND SAFETY**

- 27.1 The Union and the Employee shall work together in developing and maintaining practices which promote a safe and healthy occupational environment where all applicable federal, provincial and municipal health and safety requirements and standards are met.
- 27.2 No employee shall suffer any discrimination or repercussions as a result of complying with this Article.
- 27.3 A Health and Safety Committee shall be established and comprised of an equal number of Union and Employer representatives (in addition to the Health and Safety Coordinator), but with a minimum of four (4) members, consisting of two (2) Union and two (2) Employer representatives. The Health and Safety Committee shall hold a minimum of four (4) meetings per year for jointly considering, monitoring, inspecting, investigating, reviewing and improving health and safety conditions and practices. A copy of the Committee's Terms of Reference can be obtained from the secretary of the Committee. Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Union.
- 27.4 No employee shall be required to work on any job or operate any piece of equipment until he/she has received proper training and instruction.
- 27.5 The Employer shall provide safety equipment such as hardhats, safety glasses, hearing protection and rubber gloves to Employees as needed. The supply of safety equipment

pursuant to this article does not include equipment, boots or clothing which is intended to be covered by the Boot and Clothing Allowance in article 25.1.

SIGNED THIS 21 DAY OF May, A.D. 2009

CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 3047  
Per:

*Rohun*

*Don Layman*

*Debra B*

TOWN OF WESTLOCK

Per:

*[Signature]*

*[Signature]*

**APPENDIX "I"**

**EFFECTIVE JANUARY 1, 2009**

<u>CLASSIFICATION</u>	<u>PROBATIONARY RATE</u>	<u>JOB RATE</u>
Building Maintenance Officer	\$25.00/hour	\$27.60/hour
Equipment Operator I	\$20.34/hour	\$22.47/hour
Equipment Operator II	\$21.99/hour	\$23.59/hour
Equipment Operator III	\$23.12/hour	\$24.73/hour
Lead Hand	\$23.92/hour	\$25.59/hour
Mechanic/Maintenance Worker	\$25.00/hour	\$27.60/hour
Utility Technician I	\$24.37/hour	\$24.70/hour
Utility Technician II	\$25.41/hour	\$25.91/hour
Utility Technician III	\$25.91/hour	\$26.27/hour
Lead Operator	\$28.57/hour	\$30.04/hour
Permanent Labourer	\$19.07/hour	\$20.05/hour
Labourer	\$15.51/hour	\$15.51/hour
<b>Recreation Centre Employees:</b>		
Lifeguard-Instructor (Part-time)		
Junior Level	\$12.79/hour	\$14.04/hour
Senior Level	\$14.27/hour	\$15.27/hour
Shift Supervisor	\$20.72/hour	\$21.83/hour

**Stand-By Pay**

Monday-Friday Incl. \$42.33/day  
 Sat., Sun., Stat Hol. \$83.55/day

**Boot Allowance**

To be supplied to each Employee \$175.00  
 no later than January 31, 2009

**Clothing Allowance**

To be supplied to each Employee \$229.62  
 no later than January 31, 2009

**EFFECTIVE JANUARY 1, 2010**

<u>CLASSIFICATION</u>	<u>PROBATIONARY RATE</u>	<u>JOB RATE</u>
Building Maintenance Officer	\$26.00/hour	\$28.71/hour
Equipment Operator I	\$21.16/hour	\$23.37/hour
Equipment Operator II	\$22.87/hour	\$24.53/hour
Equipment Operator III	\$24.04/hour	\$25.72/hour
Lead Hand	\$24.88/hour	\$26.62/hour
Mechanic/Maintenance Worker	\$26.00/hour	\$28.71/hour
Utility Technician I	\$25.34/hour	\$25.69/hour
Utility Technician II	\$26.42/hour	\$26.94/hour
Utility Technician III	\$26.94/hour	\$27.32/hour
Lead Operator	\$29.71/hour	\$31.24/hour
Permanent Labourer	\$19.84/hour	\$20.85/hour
Labourer	\$16.13/hour	\$16.13/hour
<b>Recreation Centre Employees:</b>		
Lifeguard-Instructor (Part-time)		
Junior Level	\$13.30/hour	\$14.60/hour
Senior Level	\$14.84/hour	\$15.88/hour
Shift Supervisor	\$21.55/hour	\$22.70/hour

Stand-By Pay

Monday-Friday Incl. \$42.33/day  
Sat., Sun., Stat Hol. \$83.55/day

Boot Allowance

To be supplied to each Employee \$175.00  
no later than January 31, 2010

Clothing Allowance

To be supplied to each Employee \$229.62  
no later than January 31, 2010

**EFFECTIVE JANUARY 1, 2011**

<u>CLASSIFICATION</u>	<u>PROBATIONARY RATE</u>	<u>JOB RATE</u>
Building Maintenance Officer	\$26.91/hour	\$29.71/hour
Equipment Operator I	\$21.90/hour	\$24.19/hour
Equipment Operator II	\$23.67/hour	\$25.39/hour
Equipment Operator III	\$24.89/hour	\$26.62/hour
Lead Hand	\$25.75/hour	\$27.55/hour
Mechanic/Maintenance Worker	\$26.91/hour	\$29.71/hour
Utility Technician I	\$26.23/hour	\$26.59/hour
Utility Technician II	\$27.35/hour	\$27.89/hour
Utility Technician III	\$27.89/hour	\$28.28/hour
Lead Operator	\$30.75/hour	\$32.33/hour
Permanent Labourer	\$20.53/hour	\$21.58/hour
Labourer	\$16.69/hour	\$16.69/hour
<u>Recreation Centre Employees:</u>		
Lifeguard-Instructor (Part-time)		
Junior Level	\$13.77/hour	\$15.11/hour
Senior Level	\$15.36/hour	\$16.43/hour
Shift Supervisor	\$22.30/hour	\$23.50/hour

Stand-By Pay

Monday-Friday Incl. \$42.33/day  
Sat., Sun., Stat Hol. \$83.55/day

Boot Allowance

To be supplied to each Employee \$175.00  
no later than January 31, 2011

Clothing Allowance

To be supplied to each Employee \$229.62  
no later than January 31, 2011

**APPENDIX II** (Pages \_\_\_\_\_ inclusive)

**POSITION DUTIES**

**OPERATOR I (PUBLIC WORKS)**

**RESPONSIBILITIES**

1. Shall operate Public Works equipment including, but not restricted to, the street sweeper, trucks, tractors, loaders and mowers.
2. Shall train on grader and backhoe.
3. Shall maintain public roadways, lanes and sidewalks as directed. Conducts minor maintenance and repairs during the summer including, but not restricted to, street sweeping, crack filling and painting of parking and traffic lines. Snow removal during the winter.
4. Shall install and repair street signs.
5. Shall conduct airport maintenance as required.
6. Shall maintain outdoor rinks.
7. Shall perform dog catching duties as required.
8. Shall perform repairs and maintenance to sewer and water lines and accessories.
9. Shall maintain machines and equipment and assist in minor equipment repairs.
10. Shall perform related duties and responsibilities as assigned by the Director of Public Works.
11. Shall undertake Disaster Services responsibilities as required.

POSITION DUTIES

OPERATOR II (PUBLIC WORKS)

RESPONSIBILITIES

1. Shall operate Public Works equipment including, but not restricted to, the street sweeper, trucks, tractors, loaders and mowers.
2. Shall maintain public roadways, lanes and sidewalks as directed. Conducts minor maintenance and repairs including, but not restricted to, street sweeping, crack filling and painting of parking and traffic lines. Snow removal during the winter.
3. Shall install and repair street signs.
4. Shall conduct airport maintenance as required.
5. Shall be responsible for snow removal on outdoor rinks.
6. Shall perform dog catching duties as required.
7. Shall undertake Disaster Services responsibilities as required.
8. Shall conduct repairs to water and sewer lines.
9. Shall maintain machines and equipment and assist in minor equipment repairs.
10. Shall perform related duties as assigned by the Director of Public Works.

POSITION DUTIES

OPERATOR III (PUBLIC WORKS)

RESPONSIBILITIES

1. Shall operate and provide other employees with training of (as required), the grader and other public works equipment including, but not limited to, the street sweeper, trucks, tractors, loaders and mowers.
2. Shall maintain public roadways, lanes and sidewalks as directed. Conducts minor maintenance and repairs during the summer including, but not limited to, street sweeping, crack filling and painting of parking and traffic lines. Snow removal during the winter.
3. Shall install and repair street signs.
4. Shall conduct airport maintenance as required.
5. Shall perform dog catching duties as required.
6. Shall maintain machines and equipment and assist in minor equipment repairs.
7. Shall assume Public Works duties and responsibilities of the Director of Public Works in his absence.
8. Shall undertake Disaster Services responsibilities as required.
9. Shall perform related duties as assigned by the Director of Public Works.

POSITION DUTIES

LEAD HAND (PUBLIC WORKS)

RESPONSIBILITIES

1. Assists the Director of Public Works in the supervision of -- construction, maintenance and operational activities relating to roads, lanes and sidewalks; street signs; traffic lights; street sanding; snow removal; cemetery interments.
1. Assists the Director of Public Works with the establishment of weekly workplans for the Public Works Department;
2. Ensures that work practices emphasize continuous improvement and customer service excellence.
3. Supervises, trains, motivates, and directs subordinate staff within approved personnel policies, collective agreement and budget.
4. Operates machinery, equipment and vehicles as required. Helps the mechanic ensure that the machinery, equipment and vehicles are properly maintained.
5. Will be an active member of the Health and Safety Committee. Ensures that safety procedures are followed. Ensures that operations are conducted safely.
6. Performs the duties of the Director of the Public Works Department in his/her absence as per the collective agreement.
7. Ensures that records are properly maintained. Prepares reports and recommendations to the Director of Public Works as required.
8. Assists with assignments outside of immediate area of responsibility as assigned.
9. Responds to public inquiries and complaints according to approved procedures.
10. Performs other related duties as assigned

POSITION DUTIES

TOWN MECHANIC

RESPONSIBILITIES

1. Shall provide mechanical services to any Employer equipment and department as required.
2. Shall be responsible for the neatness and upkeep of the Employer's Public Works Shop.
3. Shall be responsible for the maintenance of all Employer equipment including heavy equipment and fire equipment, in accordance with the maintenance schedule.
4. Shall fabricate miscellaneous Employer required items.
5. Shall be responsible for the maintenance of the shop inventory, which includes stock, equipment, etc..
6. Shall be responsible for ordering all shop supplies and equipment parts in accordance with the Town purchasing policy.
7. Shall provide assistance to the Director of Public Works for equipment maintenance and replacement.
8. Shall conform to Occupational Health and Safety requirements and standards.
10. Shall perform all duties within all Employer policies and W.H.M.I.S. guidelines.
11. Shall perform other duties in relation to the position requirements as requested.
12. Shall undertake disaster services responsibilities as required.

POSITION DUTIES

UTILITY TECHNICIAN I & II

RESPONSIBILITIES

1. Shall assist in the operation of the Water Treatment Plant within approved procedures and according to provincial specifications for water quality. Shall check intake and feed chemicals as required.
2. Shall keep records and shall test water quality on a daily basis.
3. Shall maintain low lift pumphouse and water tower pumps as required.
4. Shall check river pumphouse and pumps regularly and maintain as required.
5. Shall inspect utility hook-ups and disconnections and report any standards not acceptable to the Employer to the Director of Public Works as required.
6. Shall install and repair water meters.
7. Shall read meters once every two months or in the event of a discrepancy.
8. Shall shut off water supply to delinquent accounts and turn on water as required.
9. Shall keep abreast of new practices, techniques and innovative methods pertaining to utilities operations and development.
10. Shall perform related duties as assigned by the Director of Public Works.
11. Shall undertake Disaster Services responsibilities as required.

POSITION DUTIES

UTILITY TECHNICIAN III

RESPONSIBILITIES

1. Shall operate the Water Treatment Plant within approved procedures and according to provincial specifications for water quality. Shall check intake and feed chemicals as required. Keep records and tests on a daily basis. Conducts maintenance as required.
2. Shall operate the water distribution system, including the low lift pumphouse, water tower and river intake and pumphouse. Shall check intake pumps and motors daily. Conducts maintenance as required.
3. Shall inspect utility hook-ups and disconnections as required.
4. Shall install and repair water meters. Reads meters in the event of customer complaint.
5. Shall follow up on delinquent accounts. Shuts off and turns on water when required for delinquent bills.
6. Shall maintain sewer lift station and switch cells as required. Mows grass as required.
7. Shall assume Water Department duties and responsibilities of the Director of Public Works in the event of his absence.
8. Shall perform related duties as assigned by the Director of Public Works.
9. Shall undertake Disaster Services responsibilities as required.

## POSITION DUTIES

### LEAD OPERATOR (PUBLIC WORKS/UTILITIES)

#### RESPONSIBILITIES

1. Operates the water treatment plant within approved procedures and according to provincial specifications for water quality. Checks intake and feed chemicals as required. Keeps records and tests on a daily basis. Conducts maintenance as required.
1. Operates the water distribution system, including the low lift pumphouse, water tower, and river intake and pumphouse.
2. Inspects utility hook-ups and disconnections as required.
3. Installs and repairs water meters. Reads meter in the event of customer complaint. Reads meters for billing purposes.
4. Follows up on delinquent utility accounts. Shuts off and turns on water when required for delinquent bills.
5. Maintains sewer lift station and switch cells as required. Mows grass as required.
6. Assumes Water Department duties and responsibilities of the Director of Public Works / Utilities in the event of the Director's absence.
7. Assists the Director of Public Works / Utilities with budget and budget control. Attends meetings as required.
8. Assists Director of Public Works / Utilities with purchasing and inventory control.
9. Public relations pertaining to water and sewer.
10. Codes invoices for payment as required.
11. Performs other duties as assigned by the Director of Public Works / Utilities.
12. Undertakes Disaster Services responsibilities as required.

POSITION DUTIES

BUILDING MAINTENANCE OFFICER

RESPONSIBILITIES

1. Responsible for general maintenance and repair of Employer-owned buildings: Westlock Community Recreation Centre, Jubilee Arena, Town Office, Heritage Building, Town Garage, Water Treatment Plant, assorted pumphouses and other miscellaneous facilities.
2. Responsible for routine, scheduled maintenance on boilers, pumps, HVAC equipment, furnaces and other related equipment and appurtenances.
3. Responsible for trouble-shooting system failures and operational problems within systems.
4. Maintain personal time sheet.
5. Responsible for budget preparation, both operational and capital.
6. Responsible for implementation of M.M.S. for Physical Plant at the direction of the Town Manager.
7. Ensure that all safety standards under Occupational Health and Safety and pursuant regulations are adhered to including protective equipment and clothing. This will require a good working knowledge of the Act and regulations.
8. All duties are to be performed within Employer policies and WHMIS guidelines.
9. Performance of other duties as assigned.
10. Disaster Services duties as may be assigned.
11. Planning: long and short range.
12. Development of preventative and operational maintenance programs.
13. Occasional supervision of contractors and/or other casual staff.
14. Responsible for carrying out small jobs such as plumbing, mechanical, carpentry, etc..

**LETTER OF UNDERSTANDING "1"**

It is agreed that the Employer shall be entitled to hire students under the Summer Temporary Employment Program and any other Federal or Provincial Government sponsored employment program for students. The Employer shall determine the rates of pay for such students, provided that the minimum pay rate shall not be less statutory minimum wage as established by the Province of Alberta.


The Employer further agrees that no regular employee, part-time or full-time, shall suffer a reduction in hours of work nor be laid off as a result of the Employer's participation in such Government Employment Programs.

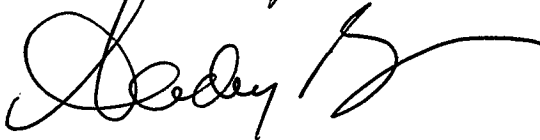
Articles 27.4 and 27.5 will apply to Summer Temporary Employment Program employees.

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 3047**

Per:

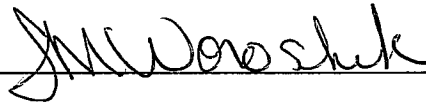
  
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**TOWN OF WESTLOCK**

Per:

  
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To be attached to and form a part of  
COLLECTIVE AGREEMENT between  
THE TOWN OF WESTLOCK and  
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3047  
January 1, 2009 to December 31, 2011

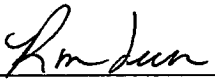
**LETTER OF UNDERSTANDING "2"**

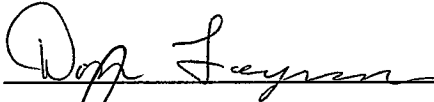
**JOB DESCRIPTIONS**

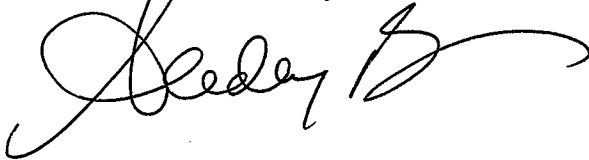
1. The Employer will review and revise job descriptions within 6 months of ratification for presentation to and discussion with the Union per Article 21.1.
2. The revised job descriptions shall include, amongst other things:
  - (a) Qualifications,
  - (b) Knowledge,
  - (c) Experience, and
  - (d) Primary Duties.

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 3047**

Per:

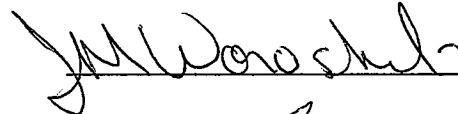
  
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**TOWN OF WESTLOCK**

Per:

  
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To be attached to and form a part of  
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