

**Third Reading**

No. 31-85

Council of the Township of Wollaston  
Moved by Ron Earle

Session July 19, 2005  
Seconded by Burt Good

That a by-law to Ratify the Union Contract  
between Wollaston Twp & International  
Union of Operating Engineers Local 793

As reported by the committee of the Whole be read a third time, passed and numbered \_\_\_\_\_ and that the said by law be signed by the Reeve and clerk, sealed with the seal of the Corporation, and be engrossed in the by-law book.

Carried Albert Wader

**Second Reading**

Council of the Township of Wollaston

No. \_\_\_\_\_

Session \_\_\_\_\_ 200 \_\_\_\_\_

Moved by Graham Blair

Seconded by Ron Earle

That a by-law to \_\_\_\_\_

Be read a second time and be referred to a committee of the whole council.

Carried Albert Wader

**First Reading**

Council of the Township of Wollaston

Session \_\_\_\_\_ 200 \_\_\_\_\_

Moved by Burt Good

Seconded by Graham Blair

That a by-law to \_\_\_\_\_

be received and read a first time.

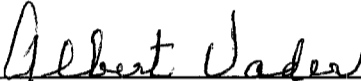
Carried Albert Wader

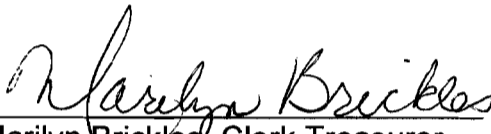
**The Corporation of the Township of Wollaston**

**By-Law No 31-05**

Being a by-law to ratify memorandum of agreement between Wollaston Township and the International Union of Operating Engineers, Local 793.

Read a first, second and third time and finally passed this 19<sup>th</sup> day of July, 2005.  
Passed sealed numbered and entered into the by-law book.

  
\_\_\_\_\_  
Albert Vader, Reeve

  
\_\_\_\_\_  
Marilyn Brickles, Clerk Treasurer

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**THE CORPORATION OF THE TOWNSHIP OF WOLLASTON**

**(THE "EMPLOYER")**

**-AND-**

**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793**

**(THE "UNION")**

Consistent with Article 6 - Management Rights of the collective agreement, the Union acknowledges the right of the Employer to operate and manage its business in all respects in accordance with its commitments and responsibilities. This includes, but is not limited to, determining the methods, processes and means of operation to be used, the right to decide the number of employees needed by the Employer at any time, the right to use improved methods, machinery and equipment and jurisdiction over all operations, buildings, machinery and tools, and are solely and exclusively the responsibility of the Employer, subject to the terms of the collective agreement between the parties.

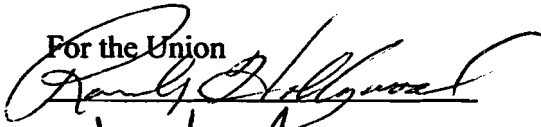
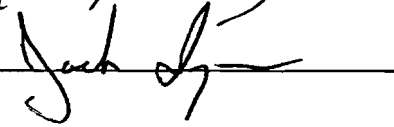
However, it is understood by the Union and the Employer that, in the event the Employer wishes to contract out work that may result in the laying off of any bargaining unit member, prior to making its decision, the Employer will meet with the Union for the sole purpose of discussing such contracting out, including but not limited to possible alternatives to the contemplated action, the possibility of transferring and/or reclassification of the bargaining unit member(s) that may be laid off as a consequence of the contracting out.

In the event a bargaining unit member with ten (10) or more years seniority with the Municipality is laid off as a result of contracting out, the Employer will provide an amount up to five hundred dollars (\$500.00) for the sole purpose of retraining the laid off employee.

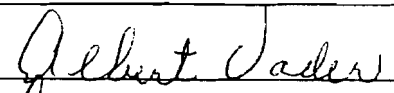
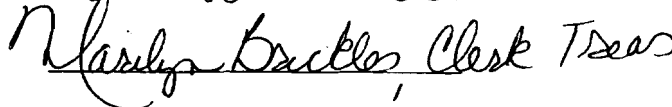
This letter of understanding shall expire on December 31<sup>st</sup>, 2008.

Dated: June 27<sup>th</sup>, 2005

For the Union

  
\_\_\_\_\_  
  
\_\_\_\_\_

For the Employer

\_\_\_\_\_  
  
  
\_\_\_\_\_  
Marilyn Buckles, Clerk Treas

**MEMORANDUM OF SETTLEMENT  
(First Agreement)**

**BETWEEN**

**THE TOWNSHIP OF WOLLASTON**

(the "Employer")

-and-

**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793**

(the "Union")

The undersigned representatives of both the Employer and the Union agree to the following basis of settlement of all matters in dispute and agree to recommend its acceptance unanimously to their principals for ratification.

1. The term of the collective agreement shall be from March 4<sup>th</sup>, 2005 to December 31<sup>st</sup>, 2008.
2. All matters previously settled and agreed to by the parties prior to the date of this Memorandum of Settlement shall be incorporated attached hereto as Appendix "A".
3. Effective the date of ratification by both parties:
  - (a) Labourer rate classification will be established with the hourly rate of \$10.50. Such rate to continue for the balance of this collective agreement.
  - (b) Overtime in lieu of payment may be accumulated to a maximum of fifty-three (53) overtime hours which is equal to seventy-nine and one half (79 ½) hours of regular time in any calendar year but in any event must be used or paid out on or before December 31<sup>st</sup> of the year in which it was accumulated.
4. Effective January 1<sup>st</sup>, 2006, vacation entitlement for employees who will complete twenty years of continuous employment will be credited with twenty-five (25) days (200 hours) of paid vacation leave.
5. Effective January 1<sup>st</sup>, 2006, the clothing allowance will increase to \$225 and effective January 1<sup>st</sup>, 2008 to \$235.
6. Effective January 1<sup>st</sup>, 2006, the standby rate shall increase to \$35 per weekend.
7. With the exception of the Labourer, the compensation for the bargaining unit classifications will increase in the following manner:



aw RFI  
51

Effective January 1<sup>st</sup>, 2007..... \$.50 per hour  
Effective January 1<sup>st</sup>, 2008..... \$.50 per hour.

Distribution of the increase in compensation to be determined at ratification.

Signed this day June 27<sup>th</sup>, 2005

For the Employer

Robert Wadler  
[Signature]  
[Signature]

For the Union

Randy Holbrook  
[Signature]  
[Signature]