# THE COLLECTIVE AGREEMENT BETWEEN



# THE CITY OF GRANDE PRAIRIE

# AND



# THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 787

**JANUARY 1, 2019 - DECEMBER 31, 2021** 



# TABLE OF CONTENTS

1.00	DURATION AND TERMINATION	1
2.00	PURPOSE	1
3.00	MANAGERIAL RIGHTS AND RESPONSIBILITIES	2
3.01	MANAGEMENT RIGHTS	2
3.02	DISCRIMINATION, HARASSMENT AND RESPECTFUL WORKPLACE	2
3.03		
3.04		
3.05		
3.06		
3.07		
3.08		. 4
3.09		
3.10		
4.00	UNION SECURITY	4
4.01	RECOGNITION	4
4.02		
4.03		
4.04		
5.00	DEFINITIONS	5
5.01	PROBATIONARY PERIOD	5
5.02		
5.03	EMPLOYEE DEFINITIONS	6
6.00	WORKING CONDITIONS	7
6.01	Hours of Work	7
6.03	OVERTIME	9
6.04	SHIFT PREMIUM	11
6.05	REPORTING PAY	11
6.06		
6.07		11
6.08		
6.09	TRAVEL TIME	12
7.00	EMPLOYEE BENEFITS	12
7.01		
7.02		
7.03		
7.04		
7.04		
7.05		16
7.06		16
7.06		
7.07		
7.08		
7.09		18
7.10	GROUP LIFE INSURANCE, ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE, EXTENDED HEALTH BENEFIT, AND DENTAL GROUP INSURANCE	18
7.11		
7.12		

7.13	APPLICATION OF AGREEMENT TO SHIFT SCHEDULES WHICH INCORPORATE SHIFTS EXCE	
7.14	SERVICE RECOGNITION	
7.15	JOB PROTECTED LEAVES	
7.16	HEALTH AND WELLNESS ACCOUNT	
8.00 S	ENIORITY	2
8.06	LAYOFFS AND REHIRING	2
8.07	PROMOTIONS AND STAFF CHANGES	2
9.00 G	RIEVANCE PROCEDURE	
9.01	DEFINITION OF GRIEVANCE	
9.02	SETTLING OF GRIEVANCES	
9.02.0	V - 10, <del></del> 1, 0, - <del>-</del> 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1,	
9.02.0		
9.02.03		
9.02.0		
10.00	NEW CLASSIFICATIONS	
11.00	JOB TRAINING	222000000000000000000000000000000000000
11.02	EQUIPMENT OPERATOR CLASSIFICATIONS	
12.00	JOB DESCRIPTIONS	2
13.00	PAY DAYS	2
14.00	CREW CHIEF	2
15.00	SAFETY FOOTWEAR ALLOWANCE	2
16.00	TOOL ALLOWANCE	2
17.00	AQUATIC SWIMWEAR/FOOTWEAR ALLOWANCE	
18.00	PRESCRIPTION SAFETY GLASSES	2
19.00	VOLUNTEER POSITIONS	
SCHEDU	ILE A	3
LETTER	OF UNDERSTANDING # 1 - RECREATION / ARENA ATTENDANT	3
LETTER	OF UNDERSTANDING # 2 - TRANSPORTATION/ PARKS	4
LETTER	OF UNDERSTANDING # 3- RECREATION HONORARIUM	4
LETTER	OF UNDERSTANDING # 4 - APPRENTICESHIP	4
LETTER	OF UNDERSTANDING # 5 - RECREATION POOL STAFF	4
LETTER	OF UNDERSTANDING # 6-CHILD CARE	4
LETTER	OF UNDERSTANDING # 7- TRANSIT / ST. JOES ROUTE & RELIEF HOURS	4
LETTER	OF UNDERSTANDING # 8- TRANSIT / SENIORITY	4
LETTER	OF UNDERSTANDING # 9 - TRANSIT /PAID TRAINING RATE	5
LETTER	OF UNDERSTANDING # 10- ALL AREAS / SPLIT POSITIONS	5
LETTER	OF UNDERSTANDING # 11- ENFORCEMENT SERVICES / HOURS OF WORK	5
LETTER	OF UNDERSTANDING # 12- TRANSIT / HOURS OF WORK	50
	OF UNDERSTANDING # 13	-

EMPLOYMENT OPPORTUNITIES FOR INDIVIDUALS WITH DISABILITIES PROGRAM	
LETTER OF UNDERSTANDING # 14 - FULL-TIME PRESIDENT60	

# THIS AGREEMENT

made this 1th day of November, 2019.

#### BETWEEN:

The City of Grande Prairie Grande Prairie, Alberta

(Hereinafter referred to as the Employer)

OF THE FIRST PART

#### - and -

The Canadian Union of Public Employees Local 787, Grande Prairie, Alberta (Hereinafter referred to as the Union)

#### OF THE SECOND PART

# 1.00 **DURATION AND TERMINATION** 1.01 This Agreement shall remain in full force and effect from January 1, 2019 to December 31, 2021 (inclusive), and from year to year thereafter except as hereinafter provided. 1.02 Either party to this Agreement wishing to amend this Agreement shall give notice in writing of such desire to the other party not less than sixty (60) days or no more than one hundred and twenty (120) days prior to December 31, 2021. 1.03 This Agreement shall remain in full force and effect until such time a strike or lockout occurs in accordance with the Labour Relations Code. 1.04 All changes in this Agreement shall be retroactive to the effective date of this Agreement, unless otherwise specified.

#### 2.00 PURPOSE

- 2.01 The purpose of this Agreement is:
  - a) to maintain a harmonious and cooperative relationship between the Employer and the Employees in the Union Certificate No. 52-2007;
  - to provide an amicable method of settling differences or grievances which may arise between the Employer and the Employees in the Union Certificate No. 52-2007; and
  - c) to promote the mutual interest of the Employer and the Employees in the Union Certificate.

#### 3.00 MANAGERIAL RIGHTS AND RESPONSIBILITIES

# 3.01 Management Rights

Management reserves all rights not specifically restricted by the provisions of this Agreement.

### 3.02 Discrimination, Harassment and Respectful Workplace

The Employer, or any of its officials agrees that at no time shall they discriminate against any of the Employees covered by this Agreement on account of their connection with the Union or on account of their race, religious beliefs, color, gender, gender identity, gender expression, sexual orientation, physical disability, mental disability, marital status, ancestry, age, place of origin, family status, or source of income. Both the Employer and the Union agree to ensure compliance with the Alberta Human Rights Act.

All Employees covered by this Agreement have a right to freedom from harassment as defined in the Alberta Occupational Health and Safety and Human Rights Acts in the workplace. The Employer and Union agree that Employees and supervisory staff shall be educated so as to address and prevent harassment in the workplace.

The Employer and the Union are jointly committed to fostering positive working relationships and managing conflict in the workplace.

#### 3.03 Accommodation and Cooperation

In circumstances where a member of the CUPE bargaining unit may be unable to perform the regular duties of their position due to addiction, 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.

# 3.04 Discipline and Dismissal

Probationary Employees may be terminated at any time during the probationary period, with or without just cause and such termination will be subject to grievance or arbitration only if discriminatory or in bad faith.

If such a termination is without just cause and after ninety (90) days of employment, the Employer shall provide one (1) weeks' notice or payment of wages in lieu of notice. Otherwise termination shall be without notice or payment in lieu of notice.

- 3.04.01 The Employer has the right to discharge or discipline Employees for just cause. When an Employee is notified in writing of the disciplinary action, a copy shall be forwarded to the Recording Secretary of the Union. All Employees shall be given the opportunity to sign disciplinary notices as having been read.
- 3.04.02 An Employee shall be advised verbally at least twenty-four (24) hours in advance of impending discipline and the Employees right to Union Representation. No disciplinary action shall take place until the Employee is notified in writing.

At the time of discipline, if the Employee chooses in writing not to have Union Representation for any reason, the Employer shall inform the local Union Recording Secretarry in writing of the occurrence within twenty-four (24) hours.

When an Employee is disciplined for any reason, they shall have the right to have a hearing with the Employer and to have a Steward or Union Representative present.

Disciplinary records shall be removed from the personnel file after an Employee has maintained a clear record of no disciplinary action for twenty-four (24) months. If disciplinary action occurs within the twenty-four (24) months, all records shall remain in place until a full twenty-four (24) months of clear record occurs.

Employer shall follow the principals of progressive discipline (typically flowing from verbal warning to written warning to suspension and/or termination), understanding that approach will vary with circumstances and severity.

# 3.05 Employment

It is agreed that the Employer may decrease or increase the number of Employees employed in accordance with the amount of work available. Any decrease or increase of the number of positions shall be in consultation with the Union. The Employer shall be the sole judge in this regard.

#### 3.06. Contracting Out

No Employee presently employed by the Employer within the scope of this Agreement shall lose their employment with the Employer, during the life of this Agreement, as a direct result of contracting out.

# 3.07 <u>Technological Changes</u>

No Employee presently employed in an Established position by the Employer within the scope of this Agreement shall lose their employment with the Employer during the life of this Agreement as a direct result of technological change.

### 3.08 Access to Personnel Files and Training Files

All Employees upon written request shall have access to the Employee's Personnel file within seven (7) working days, during normal working hours, at a time mutually agreeable to both Employer and Employee. Such Employee shall have the right to respond in writing to any document contained therein, such reply becoming part of the permanent record. Should an Employee request a copy of their file, the Employer will have five (5) additional working days to provide a copy.

# 3.09 <u>Supervisory Role</u>

Supervisory personnel will refrain from undertaking work normally carried out by the bargaining unit except in instances where instruction, training, or correction of work is being conducted; or in emergency, public safety, potential liability situations.

## 3.10 Collective Agreement Orientation

Orientation session(s) will be held in each department within three (3) months of the signing of the Collective Agreement and shall include orientation of the entire Collective Agreement.

#### 4.00 UNION SECURITY

#### 4.01 Recognition

4.01.01 The Employer recognizes the Canadian Union of Public Employees, Local 787, as the sole bargaining agent for all Employees as set out in Certificate Number 52-2007 issued by the Alberta Labor Relations Board. The Employer hereby consents and agrees to negotiate with the Union or any of its authorized committees concerning all matters arising from this Collective Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

Out of Scope Employees will refrain from undertaking work normally carried out by the bargaining unit except in instances where instruction, training, or correction of work is being conducted; or in emergency, public safety, potential liability situations.

- 4.01.02 No Employee covered by this Agreement shall be asked or request to make a written or verbal agreement(s) with the Employer or their Representatives which conflict with the terms of this Agreement.
- 4.01.03 A representative of the Union will have the opportunity to make a presentation to new Employees within seven (7) working days from date of hire, for Union orientation purposes, at a mutually agreeable time.

# 4.02 <u>Membership</u>

All Employees covered by this Agreement shall pay Union dues whether or not they are a member of the Union.

## 4.03 Union Dues Deductions

The Employer shall deduct, by payroll deduction, from every Employee Union dues as levied by the Union. Union dues deductions shall be forwarded to CUPE National, not later than ten (10) days after the deductions have been made, accompanied by a list of names of the Employees from whose wages the deductions have been made, and the amount deducted from each Employee.

The Union agrees that the Employer shall not be liable for any actions arising out of the operation of this Article.

#### 4.04 Bulletin Boards

The Union shall have access to Bulletin Boards in each department upon which to post seniority lists, Executive/Steward contacts, notices of meetings, schools, conferences and conventions in a visible mutually agreed location. Only CUPE materials will be posted on said boards. No Union/Employee postings will be made outside these designated CUPE Bulletin Boards.

#### 5.00 DEFINITIONS

#### 5.01 Probationary Period

- a) The Probationary Period shall be defined as the first six (6) months served in an Established Position by a probationary Employee.
- b) The Employee, Union and Employer may mutually agree to shorten or lengthen the probationary period dependent on individual circumstances.

# 5.02 Established Position

An established position is one designated by the Employer on a part-time or fulltime basis.

# 5.03 Employee Definitions

The following Employees shall have all rights specified under this Collective Agreement unless otherwise stated:

- 5.03.01 A Permanent Employee is an Employee who occupies an established position and who has completed the probationary period.
- 5.03.02 A Temporary Employee is an Employee hired to perform duties for a known limited period of time, not to exceed twenty-four (24) continuous months.
  - a) Effective January 1, 2020, a temporary Employee who has worked twenty-four (24) continuous months (same classification) in a temporary (time limited) position and who has worked in that position an average of more than twenty-four (24) hours per week for each year of the twenty-four (24) month period, will be classified as a Permanent Employee, and will be entitled to applicable benefits provided by the provisions of the Collective Agreement.
  - b) A break in service shall be determined as being more than three (3) consecutive months.
  - c) If reducing the number of temporary positions within a classification (not including conversions) the Employer will reduce starting with the most recent temporary placement within that classification. (Last In/ First Out)
- 5.03.03 A Part-Time Employee is a permanent Employee who works regularly scheduled hours of work which are less than the regular hours of work established in Clause 6.01.
- 5.03.04 A Full-Time Employee is a permanent Employee who works regularly scheduled hours of work as established in Clause 6.01.
- 5.03.05 A Probationary Employee is:
  - a) Any Employee who occupies an established position and has not completed the probationary period.
  - b) A Temporary Employee who is the successful applicant on a permanent posting shall be credited with all hours of service up to and all hours worked in the same or similar position within the same department as the permanent position, toward their probationary period.

5.03.06 A Casual Employee is an Employee who is employed on a consensual call-in basis for available work and is not regularly scheduled.

For clarity, it is agreed that given the consensual call-in basis of employment either the casual Employee or the Employer is permitted to conclude employment at any time without notice, compensation or recourse to the grievance and arbitration procedure, unless the conclusion of employment was discriminatory.

After ninety (90) consecutive calendar days without work, the casual Employee will no longer be considered employed, unless employment is extended by the Employer.

5.04 Gender neutral throughout the Collective Agreement.

#### 6.00 WORKING CONDITIONS

# 6.01 Hours of Work

Regular hours of work for all full-time Employees shall be a five (5) day, forty (40) hour week, Saturday to Friday, the five (5) working days to be consecutive; where operational needs or efficiencies prevent at least either the Saturday or the Sunday as a day off during each work week the Employer will make reasonable effort, where practicable, to ensure a fair rotation amongst Employees for weekend work.

Recreational Facilities and Program Personnel, and Custodial Workers shall be scheduled to work a five (5) day, forty (40) hour week, Saturday to Friday.

For alternate schedules:

Recreation – Letters of Understanding #1 & #10
Transportation – Letter of Understanding #2
Enforcement Services – Letters of Understanding #11
Transit – Letter of Understanding #12

## 6.01.01 Day Shift

Day shift is any shift that starts between 4:00 a.m. and 11:59 a.m. and shall be not more than nine (9) consecutive hours for five (5) days per week with a maximum of one (1) hour off for lunch each day.

- 6.01.01.01

  Notwithstanding 6.01.01, Employees working at a job site other than a City facility, or a facility other than their normal workplace, may be required to remain on the job site during their lunch break. Where such an Employee is required to remain on site and on duty, they shall be paid at their regular rate of pay for that period and the length of their work day shall be reduced accordingly.
- 6.01.01.02 Where an Employee or work crew is working through a meal break pursuant to 6.01.01.01, the Employee, or work crew, by majority choice, may request prior to shift commencement an additional fifteen (15) minutes unpaid rest break during the shift. Such request shall not be unreasonably denied.

In emergent, safety-related situations, the requirement to request the break in advance shall be waived.

City vehicles and equipment shall remain on the job site during such breaks.

### 6.01.02 Afternoon Shift

Afternoon shift is any shift that starts between 12:00 noon and 7:59 p.m. and shall be any eight (8) consecutive hours, including twenty (20) minutes time off for lunch, for five (5) days per week.

# 6.01.03 Midnight Shift

Midnight shift is any shift that starts between 8:00 p.m. and 3:59 a.m. and shall be any eight (8) consecutive hours, including twenty (20) minutes time off for lunch, for five (5) days per week.

# 6.01.04 Shift Rotation - Continuous Operations

Permanent and Probationary Employees who are engaged in work required to be done each and every day of the week and who work in relays with regular changes of shift from day to afternoon, afternoon to midnight, midnight to day, or as the case may be, shall work any eight (8) consecutive hours including time for lunch each day, for five (5) days per week; except that on changing shifts an Employee might be required to work six (6) days in that week in which the change of shift takes place. In this event they shall be allowed a day off during the regular shift rotation, to compensate for the day off missed due to the change. However, whenever an Employee is changing shifts from midnight shift to day shift the Employer shall give a minimum of one day off in between for the Employee to adjust.

If an Employee is required to work such that there is less than an eight (8) hour break between the Employee's shifts the Employer shall:

- a) Not start the subsequent shift until a full eight (8) hours has elapsed since the end of the Employee's prior shift but shall be paid for the entire subsequent shift despite missing the initial time to create the minimum eight (8) hour break; and
- b) If the time off on the subsequent shift to create the eight (8) hour break leaves the subsequent shift with two (2) hours or less left, the Employee will skip the entire shift but be paid for it.

# 6.01.05 Change of Shift

Where a change of shift among the Day Shift, Afternoon Shift, or Midnight Shift is required due to conditions of the service, the following conditions shall apply on the first day of the change:

- a) Forty-eight (48) hours written notice shall be given of the change. If it is not deemed practical by the Employer to deliver the written notice to the Employee, verbal notice will be acceptable providing that written notice is delivered to the Union at the commencement of the forty-eight (48) hour notice period. In emergency situations, twenty-four (24) hours' notice must be given.
- b) There must be a minimum of nine (9) hours between shifts; and
- c) The Employee must not have worked previously in the calendar day of the first shift worked.

If any of the above conditions are not fulfilled, the Employee will receive overtime pay for the first shift worked. The foregoing shall not be prejudiced by overtime worked in the previous shift.

6.01.06 All shift schedules shall be posted, updated and maintained in each work unit by electronic means or any other place readily available to the Employees concerned (i.e.: CUPE Board). Said shift schedule to stipulate the shift to be worked each day, the days to be worked each week, also designating the off days each week, which would be consecutive. Shift schedules shall adhere to all regulations specified in this Agreement, unless prior agreement by the Union has been obtained in writing.

Newly developed shift schedules shall be posted ten (10) regular working days prior to implementation.

6.01.07 The Employer shall not make any change to an Employee's time record affecting pay without the Employee's knowledge.

An Employee shall have the option to keep a hard copy of their daily time record at the time of entry if they so choose.

6.02 The Employer and the Union, conditional upon mutual agreement, may enter into an agreement to provide for a modified work week for a group of Employees. Such agreement may include a Saturday to Friday work week.

#### 6.03 Overtime

6.03.01 All hours worked outside the regular hours of work, as defined in Article 6.01, on days off, and on General holidays shall be considered overtime and shall be paid at two (2) times the Employee's regular rate of pay.

6.03.02 An Employee's minimum vacation requirements, as per Alberta Employment Standards, must be taken prior to accessing banked overtime.

An Employee may choose to bank overtime at the rate specified in Article 6.03.01. Such banked time shall be taken off at a time mutually agreeable between the Employee and the Employer. Overtime bank shall not exceed eighty (80) hours.

Due to requirements for operational efficiency, some specific job functions may not be able to accommodate time off in lieu of overtime.

The Employer shall pay out any remaining banked overtime in the first pay period after every December 1<sup>st</sup>. Overtime accumulating during the month of December can be carried over into the next calendar year.

Prior to any pay period close, an Employee may request pay out of a portion, or all of the overtime bank once per month.

- 6.03.03 Employees called back to work after completing their regular shift shall receive a minimum of two (2) hours pay at overtime rates. Continuation of work beyond regular shifts, including provision for up to one hour meal periods, are not considered call-backs.
- 6.03.04 Subject to the requirement for operational efficiency, overtime shall be distributed as follows:
  - a) When a shift is extended beyond the regular working hours, regular members of the crew, regardless of employment status, will be given first option to continue work on an overtime basis.
  - b) Priority will be given to qualified staff occupying an established position and from the classification required and who normally work in that Department. In order to distribute overtime as evenly as possible, qualified staff occupying an established position, in the required classification and with the least amount of overtime hours would be given priority.
    - For the purposes of overtime distribution and the interpretation of this clause, each department shall be considered "distinct".
  - c) Next priority would then be given to qualified staff occupying an established position from another classification but still within that Department.
  - Next priority would then be given to qualified temporary staff from that Department.
  - The last priority goes to qualified staff occupying an established position from another Department.

In all cases the Supervisor requesting the work is required to clearly identify the work to be performed and the classification required.

The Supervisor will review overtime and post reports at least monthly to ensure overtime is fairly distributed.

The administration of this Clause shall not require the call-back of an Employee where another qualified Employee is available and on duty.

A person on standby shall refer to departmental standby guidelines when performing standby duties.

Notwithstanding the above, a person on standby will respond and be limited to performing manual duties in standby situations.

# 6.04 Shift Premium

A one dollar and seventy-five cents (\$1.75) per hour shift premium will be granted to Employees for any straight-time hours worked outside the hours of 6:00 a.m. to 6:00 p.m. Monday through Friday, and for all straight-time hours worked on Saturdays and Sundays.

# 6.05 Reporting Pay

Any Employee reporting for work who has not been instructed not to report and who is sent home shall be paid a minimum of three (3) hours pay at their rate of pay.

Any Employee who starts work and is then sent home shall be paid a minimum of four (4) hours pay at the applicable rate.

In the event an Employee is scheduled to work less than four (4) hours on a particular day then they shall be paid for the amount of time they were scheduled to work, to a minimum of one half  $\binom{1}{2}$  hour.

#### 6.06 Stand-by Pay

Stand-by service may be maintained as required in the Departments coming within the scope of this Agreement.

An Employee will receive one (1) hour pay (regular rate) for each day scheduled on stand-by. For a day of rest or General Holiday, an Employee will receive two (2) hours pay (regular rate).

#### 6.07 Statement of Earnings

The Employer shall provide to each Employee on each payday a statement of their wages, overtime, other supplementary pay, and deductions.

At the same time that Income Tax (T-4) Slips are made available, the Employer shall report on the amount of Union dues paid by each Employee in the previous year.

### 6.08 Rest Periods

Employee rest breaks shall be taken in the general work area and allotted as follows:

In the 1<sup>st</sup> four (4) hours of a shift – fifteen (15) minutes
In the 2<sup>nd</sup> four (4) hours of a shift – fifteen (15) minutes
In the 3<sup>rd</sup> four (4) hours of a shift – fifteen (15) minutes
If an Employee is scheduled on a ten (10) hour shift, they shall be entitled to a ten (10) minute break in the last two (2) hours of his shift.

The Employee may combine breaks, dependent on work conditions to allow for flexibility.

# 6.09 <u>Travel Time</u>

A fifteen (15) minute travel allowance will be paid to Employees who start a shift in one location and end the shift in a different location.

#### 7.00 EMPLOYEE BENEFITS

## 7.01 General Holidays

The following shall be General Holidays:

New Year's Day
Family Day
Good Friday
Victoria Day
Canada Day

Labor Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

Civic Holiday- August

and all other holidays proclaimed by the City of Grande Prairie, the Province of Alberta or the Government of Canada.

In addition to the above, Employees in established or temporary positions covered by this Agreement, shall be entitled to two (2) hours off on Christmas Eve. Such extra time off shall be granted on a rotating basis in order to not interrupt the continuous service of the Employer.

7.01.01 All paid General Holidays named in this Collective Agreement shall be guaranteed irrespective of what day they may fall on, thus when such General Holiday(s) falls on an Employee's scheduled day(s) off, the Employer shall designate the next scheduled work day(s) as a General Holiday in lieu, or pay in lieu, provided the Employee has more than thirty (30) calendar days of service in the twelve (12) months preceding the General Holiday. A day(s) designated as a General Holiday(s) in lieu, may be changed by mutual agreement between the Employer and the Union, or between the Employer and the Employee. The day in lieu must be taken within the current or next pay period.

When an Employee works at more than one hourly rate of pay during a pay period, General Holiday pay shall be based on the average rate of pay of the previous pay period.

- 7.01.02 Casual Employees shall be paid 4.22% of their basic rate earnings to compensate for General Holidays.
- 7.01.03 No benefit shall be granted to any Employee for such General Holiday, if the Employee is absent the working day immediately before or immediately following the holiday, unless they have prior permission, or produces a Doctor's certificate signed by a physician as proof of illness for such absence if requested by the Supervisor. The Employer shall reimburse the Employee for receipted costs of such proof of illness.
- 7.01.04 When an Employee works on a General Holiday, the Employee shall be entitled to take a regular working day off in lieu of such holiday, or pay in lieu. Such day off in lieu shall be requested by the Employee prior to the General Holiday, or pay in lieu shall be paid. Such day off in lieu shall be taken at a mutually agreed date between the Employee and their Supervisor.
- 7.01.05 Paid time off, or pay in lieu thereof, for a General Holiday shall be paid on the basis of the length of the Employee's regular shift at the straight time rate.

# 7.02 Floating Holiday

- 7.02.01 There shall be granted annually one (1) floating holiday, during each year of the Agreement, with pay to permanent Employees and two (2) floating holidays during each year of the Agreement, with pay to Permanent Employees who have completed fifteen (15) years of continuous service with the Employer. Such floating holiday(s) to be arranged at a time suitable to the Employee and the Employer, so that there will be no interference with service to the public.
- 7.02.02 Floating holidays may be accrued to a maximum of four (4) days.
- 7.02.03 Paid time off, or pay in lieu thereof, for a Floating Holiday shall be paid on the basis of eight (8) hours pay at the straight time rate.

# 7.03 Annual Vacations

7.03.01 Employees occupying established positions on a full-time (forty hours per week) basis shall be entitled to annual vacation leave accrual in accordance with the following:

No. of Years on the Employee's Anniversary Date	No. of Working Hours Annual Vacation Accrual
0-5 years	120 hours
6-10 years	160 hours
11-15 years	200 hours
16-20 years	240 hours
21-25 years	280 hours
26-30 years	320 hours
31 and over	360 hours

For the purpose of this clause "Anniversary Date" means the effective date of appointment to an established position.

Vacation accrual occurs bi-weekly at a percentage rate which provides for the above annual accrual.

Annual vacation accrual for Employees occupying established positions on less than a full-time basis shall be pro-rated.

Temporary and Casual Employees shall be paid 6% vacation pay each payroll.

Upon written notification to the Employer, Temporary Employees may bank the 6% vacation pay. Any Temporary Employee who has become eligible and has elected to receive benefits must bank the 6% vacation pay.

Vacation hours may be accumulated to a maximum of 400 hours.

An Employee's minimum vacation requirements, as per Alberta Employment Standards, must be scheduled and taken in each anniversary year.

Such vacation is subject to change upon mutual agreement between the Employer and the Employee.

7.03.02 Where an Employee qualified for sick leave or bereavement leave during their period of vacation, there shall be no deduction from vacation credits for such absence, when supported by a Doctor's certificate for sick leave, or documentation for bereavement leave. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date by mutual consent of both parties.

# 7.04 Leave of Absence

- 7.04.01 Employee(s) desiring leave of absence must apply for same to their immediate supervisor in writing. Should their application be refused, they shall have the right to appeal to the City Manager.
- 7.04.02 If an Employee has been granted leave of absence, they will be required to pay the full cost of all fringe benefits, such as medical plan, group insurance, and other levies providing the leave of absence exceeds one (1) month.
- 7.04.03 When an Employee overstays their leave of absence for three (3) calendar days without permission of the Employer, they shall automatically forfeit their position with the Employer.

# 7.04.04 <u>Grievance and Negotiations</u>

Up to five (5) representatives of the Union, who are Employees of the Employer, may attend negotiating and grievance meetings and any other meetings designated by the Employer, and if held within their normal working hours shall suffer no loss of pay or benefits.

- 7.04.05 Upon written application from the Union to the Supervisor, Employees elected or appointed to represent the Union or attend at conventions, schools, or conferences or any other Union business shall be granted leave of absence with pay (subject to Article 7.04.05.01) for this purpose. The Employer reserves the right to refuse such leave of absence.
- 7.04.05.01 An Employee on an approved Union leave of absence shall continue to receive all pay and benefits, subject to the terms of the Local Authorities Pension Plan and the terms of the applicable group insurance plans, and all normal payroll deductions will be made. The Employer in turn shall bill the Union for all pay and benefits paid. The Union, upon receipt of the billing shall reimburse the Employer forthwith.
- 7.04.06 A permanent, probationary, or temporary Employee who is required to serve as a juror or is subpoenaed as a witness where the Employee is not the subject of litigation, shall be granted the necessary time off without loss of regular pay while so serving, providing that the Employee remits to the Employer any wages or fees they receive for so serving.

An Employee on a leave of absence from their usual position in order to fill a secondment or acting position within the City, or the Canadian Union of Public Employees (a minimum of 3 weeks to a maximum of 24 months for CUPE positions) will have the ability to return to their former position and wage rate and will retain and accumulate their seniority during the term of the secondment. Union dues will be deducted based on the Union wage rate for the Employee's usual position.

# 7.05 Bereavement Leave

Employees having completed three (3) months or ninety (90) days service with the Employer shall be entitled to bereavement leave up to a maximum of five (5) working days with pay at the time of death of an immediate relative as follows: son, daughter, current spouse (including common law spouse), mother, father, sister, brother, step parents, step children and step siblings, step grandchildren, mother in-law, father in-law, son-in-law, daughter-in-law, grandparent, grandchild, sister-in-law, brother-in-law, grandparent of spouse, or legal guardian.

7.05.01 Up to a maximum of two (2) additional days will be granted for travel time, at the time of death, if distance travelled is in excess of 450 kilometers from Grande Prairie.

# 7.06 Sick Leave

- 7.06.01 Permanent Employees shall be eligible to accumulate sick leave pay at the rate of one point six (1.6) days for every month of permanent employment, to a maximum of one hundred and eighty (180) working days. Any lost time due to illness, except those hours paid by the Workers' Compensation shall be deducted from the Employee's accumulated sick leave.
- 7.06.02 Probationary Employees and Temporary Employees shall be entitled to one (1) day of sick leave with pay per month on a pro rata basis.
- 7.06.03 All Aquatics, Transit, and Child Care Employees shall advise the Employer of sickness a minimum of two (2) hours (barring unforeseeable extenuating circumstances) prior to the commencement of their shift. All Employees shall advise the Employer of sickness a minimum of thirty (30) minutes prior to the commencement of their shift. The Employer shall provide each Employee the procedure and telephone number(s) by which the Employee is to advise the Employer of sickness. A Doctor's certificate signed by a physician as proof of illness may be requested by the Employer. The Employer will reimburse the Employee for receipted costs of the requested certificate. Abuse of sick leave may result in disciplinary action up to and including suspension or dismissal.
- 7.06.04 When an Employee receives benefits under the Long Term Disability Insurance Plan, payments made by the Employer under this clause shall cease upon the date of the first payment and for as long as the Employee is receiving such benefit.
- 7.06.05 An Employee shall not lose, accrue, or have access to sick leave benefits while on lay off.
- 7.06.05.01 Temporary Employees shall not lose their accumulated sick leave if a break of employment occurs and is less than three months.

# 7.06.06 Family Leave

In case of illness of a spouse or dependent, an Employee shall be entitled, after notifying their Supervisor, to use accumulated sick leave, to an annual maximum of ten(10) days, to care and make arrangements for the member of the family who is ill. In extenuating circumstances, extra family leave may be accessed, at the discretion of the Employer.

Dependent is defined as a member of the Employee's family who is dependent on the support of the Employee.

The provisions of 7.06.03 shall apply to this clause.

# 7.07 Parental Leave

- 7.07.01 Parental leave shall be granted by the Employer to a Permanent Employee who has worked for the Employer for the minimum number of weeks required by the Employment Standards Code upon the impending birth of a child.
- 7.07.02 Leave shall be for a maximum period of sixteen (16) weeks for maternity leave and up to a maximum of an additional sixty-two (62) weeks for parental leave with the Employer, to a total maximum leave of seventy-eight (78) weeks.
- 7.07.03 Request for maternity or parental leave must be made in writing a minimum of two (2) weeks prior to the date she intends to commence maternity or parental leave, and the application shall enclose a medical certificate certifying that the mother is pregnant and indicating the estimated date of delivery. During the period of maternity or parental leave, the Employer shall continue the Employee's benefits listed under Articles 7.09, 7.10, and 7.11 provided the Employee pays her share.
- 7.07.04 An Employee on maternity or parental leave shall provide the Employer with two (2) weeks written notice of the date she wishes to return to work and upon her return to work she will be placed in the same classification held by her immediately prior to her taking maternity or parental leave. If, within two (2) weeks prior to the end of the maternity or parental leave, the Employee has not provided written notice of her return to work, she will be deemed to have resigned her position.
- 7.07.05 A pregnant Employee may be absent from the workplace for a valid health-related reason. The onus is on the Employee to establish legitimacy of the health-related absence.
- 7.07.06 In the event of child birth a Permanent Employee, being the legal or common law spouse of the mother, will be permitted to use the Family Leave period provided in Article 7.06.06 and will be permitted the parental leave without pay after the minimum number of weeks worked required by the Employment Standards Code for parental leave.

# 7.08 Pension Plan

Every eligible Employee shall join the Local Authorities Pension Plan. The Employer and the Employee shall each pay their share of the premiums of the Local Authorities Pension Plan or to any future plan mutually agreed to by both parties.

# 7.09 Alberta Health Care Insurance

The Employer shall pay 75% and the Employee 25% of the premium for Single Coverage. Family Coverage shall be paid 50% by Employee and 50% by Employer.

# 7.10 Group Life Insurance, Accidental Death and Dismemberment Insurance, Extended Health Benefit, and Dental Group Insurance

The Employee shall pay 100% of the premium to the group life insurance and the Employer shall pay 100% of the premium for accidental death and dismemberment insurance.

Extended health and dental claims reimbursement shall be provided by the Employer, premiums 100% Employer paid.

The plans shall cover eligible Employees and their dependents.

7.10.01 Prior to any Employer initiated changes to the group insurance benefits, the Employer agrees to discuss such contemplated changes with the Union Representatives.

The Employer and the Union agree that such discussion will take place through the Benefit Advisory Team.

The Employer confirms that the Benefit Advisory Team is established whose role will be to:

- Become knowledgeable regarding available options;
- Consider available options and their premium/benefit impact; and
- Provide communication to and from Employees and/or Employee groups.

Membership for the Benefit Advisory Team will include one (1) CUPE Representative.

# 7.11 Long Term Disability

The Employer shall provide a long term disability insurance plan with 120 calendar day eligibility. The premiums shall be 100% Employee paid.

# 7.12 Eligibility

"Eligible Employee(s)" in Clauses 7.10 and 7.11 means Employees, other than casual Employees, who work at least 50% of the regular work week and meet any other eligibility requirements which may be set out in the respective Plans.

# 7.12.1 Benefits for Temporary Employees

Extended health and dental claims reimbursement shall be provided to temporary Employees who have worked a minimum of 1040 hours and after twelve (12) consecutive months of employment. Premiums will be 100% Employer paid.

Eligible Employees means temporary Employees who have worked twelve (12) consecutive months and meet any other eligibility requirements which may be set out in the respective plans.

- 7.13 Application of Agreement to Shift Schedules which incorporate shifts exceeding eight (8) hours.
- 7.13.01 Employee entitlements under the following Clauses shall be earned and calculated in hours, based on eight (8) hours equals one (1) day: 7.03 Annual Vacations, 7.05 Bereavement Leave, 7.06 Sick Leave and 7.06.06 Family Leave.
- 7.13.02 Where an Employee is absent from work for reasons of annual vacation, sick leave or bereavement leave, they shall receive one (1) hour's pay for each scheduled regular hour of work missed, up to their total hours of entitlement as set out in 7.13.01 and their entitlement shall be reduced accordingly. An Employee may request additional time off without pay to ensure that the leave expires at the end of a regular shift. An Employee on bereavement leave shall be granted, on request, additional time off without pay to create a total bereavement leave of five (5) work days or seven (7) works days, as applicable.

# 7.14 Service Recognition

One time service recognition will be paid to an Employee on their anniversary date in accordance with the following table:

Years of Service	Awards
5	\$200.00
10	\$300.00
15	\$400.00
20	\$600.00
25	\$800.00
30	\$1000.00
35	\$1200.00

Upon retirement to the Local Authorities Pension Plan and after 25 years of service, a one-time payment of \$4000.00 will be paid to an Employee.

Upon retirement to the Local Authorities Pension Plan and after 30 years of service, a one-time payment of \$6000.00 will be paid to an Employee.

# 7.15 Job Protected Leaves

To the extent that any of the leaves in this Article 7 overlap with statutorily permitted leaves in the Employment Standards Code, it is understood that leave days provided pursuant to this Collective Agreement shall also count towards the Employer's overlapping compliance with the Employment Standards Code. Further any leaves permitted pursuant to the Employment Standards Code that exceed the entitlement of this Collective Agreement, shall also be available to Employees, as required by the Employment Standards Code. Current additional Employment Standards Code Leaves (https://www.alberta.ca/job-protected-leaves.aspx) include:

- Reservists Leave
- Compassionate Care Leave (leave to care for a critically ill family member)
- Death or disappearance of a child
- Critical illness of a child
- Domestic violence leave
- Personal and family responsibility leave
- · Citizenship ceremony leave

### 7.16 Health and Wellness Account

The Employer recognizes there are a wide variety of activities that lead to improved physical fitness and emotional health. A Health and Wellness account shall be provided to permanent full-time Employees of five hundred dollars (\$500.00), and two hundred fifty dollars (\$250.00) for permanent part-time Employees, each calendar year. The Employer will reimburse (upon submission of receipts) eligible Employees for pre-approved expenses related to activities and/or programs that lead to improved physical fitness and/or emotional health.

#### 8.00 SENIORITY

8.01 Only permanent Employees shall acquire seniority and the seniority shall date back to the date last hired. Employees shall continue to acquire seniority during all absences from work.

8.01.01 When any temporary Employee is accepted into an established position, as designated by the Employer, and such temporary employment is consecutive, with no break in employment greater than three (3) months, then seniority shall be back dated and accrued from the date the consecutive temporary employment commenced, but shall not include breaks in employment.

Acceptance into an established position, as described by the foregoing, will not preclude the affected Employee from the six (6) month probationary period as per Article 5.01 and 5.03.05 of the Collective Agreement.

Future vacation eligibility will be based on the employment date of the consecutive temporary employment; however the first year will be prorated from the date of appointment to the established position.

8.02 Seniority is defined as the length of service in the bargaining unit and shall be used in determining preference or priority for promotions, transfers, demotions, layoffs, permanent reduction of the work force and recall provided the Employee has the necessary qualifications.

Seniority shall operate on a bargaining unit-wide basis.

For Transit Department, "internal seniority" shall apply as per Letter of Understanding # 8. When there are candidates of equal qualifications and standing, and who have the same Seniority date, applying for positions outside the Department, Seniority with the Employer shall apply. If the candidates applying for positions have the same Seniority dates, the total number of hours worked at the date of the close of the job posting will be used for determining seniority. This applies only to the Transit Department for former Cardinal Employees.

- 8.03 An Employee shall not lose seniority rights if they are absent from work because of sickness, disability, accident, layoff, or leave of absence approved by the Employer. An Employee shall only lose their seniority in the event:
  - a) they are discharged for just cause and is not reinstated; or
  - b) they resign in writing and does not withdraw within two days; or
  - c) they fail to return to work within seven (7) calendar days following a layoff after being notified to do so by Certified Mail at their last known address unless the Employee establishes at the first reasonable opportunity that failure to return to work was due to sickness or other just reason; or
  - d) they are laid off for a period longer than a year.
- 8.04 The Employer shall maintain an up to date seniority list showing the date upon which each Employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in April and October of each year.

8.05 If an Employee is transferred to a supervisory position or any other position not covered by this agreement, they shall retain and accumulate their seniority in the position from which they were transferred for a maximum of ninety (90) working days.

# 8.06 <u>Layoffs and Rehiring</u>

8.06.01 Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff in any classification, Employees in that classification shall be laid off in the reverse order of their seniority. Employees laid off may exercise their seniority rights over any Employee having less seniority provided they have the necessary qualifications. Permanent Employees shall be recalled in the order of their seniority providing they are qualified to do the work. No new Employees shall be hired until the permanent Employees laid off have been given an opportunity for re-employment.

Employees are not required to accept recall to a lower paying position, and will remain eligible for recall for the full twelve (12) months.

For a period of twelve (12) months from the date of lay-off, if an employee's former position becomes available, and the Employee has bumped into another position, or vacant position, or has been recalled and accepted another position, such Employee shall be given first priority for reinstatement to their former position. Unless, such Employee notifies the Employer/Union in writing that they are no longer interested in being recalled to their former position.

- 8.06.02 In the event of a seasonal layoff, the Employer shall notify the permanent Employees who are to be laid off ten (10) working days before the layoff is to be effective. If the permanent Employee laid off has not had the opportunity to work ten (10) full days after notice has been given, they shall be paid in lieu of work for the part of ten (10) days during which work was not available.
- 8.06.02.01 The Employer agrees to provide written notice or pay in lieu of notice equal to the minimum requirements of Section 56 of the Employment Standards Code, as amended from time to time for temporary Employees who have been employed continuously for more than ninety (90) calendar days.
- 8.06.03 An Employee who has been laid off for a period of one (1) year is terminated and all rights flowing to them under this Agreement are extinguished.

#### 8.07 Promotions and Staff Changes

8.07.01 Prior to filling a staff change or promotion covered by the terms of this Agreement, the Employer shall notify the Union in writing (an electronic copy of the posting will be provided to the Recording Secretary of the Local) and post notice of the position in the Employer's offices and on the bulletin boards for a minimum of fourteen (14) consecutive days in order that all members will be able to make application. If there are no qualified internal applicants, the Employer will continually post internally each time it is advertised externally.

The Employer shall notify the Union in writing (an electronic copy of vacant positions will be provided to the Recording secretary of the Local) and shall initiate a vacant review process within thirty (30) days of an established position becoming vacant and advise the Union. The Employer shall post a list in each department showing all permanent positions. This list shall be updated whenever a vacant review process has created a change in that department.

- 8.07.02 Both parties recognize that job opportunity should increase in proportion to seniority and qualifications. In making staff changes, in any department, such appointments shall be made from permanent staff of the Employer provided that the applicants have the necessary qualifications and ability. Where qualifications and ability are relatively equal, seniority shall be the determining factor. The successful applicant shall be placed on a trial period of one (1) month. Conditional upon satisfactory service, such trial period shall become permanent after one month. In the event the applicant proves unsatisfactory, they shall be returned to their former position and wage rate without loss of seniority. An Employee on trial period shall have the right to return to their former position within one (1) month if they so desires.
- 8.07.02.01 If there are no qualified applicants from permanent staff, the Employer may appoint an applicant with the demonstrated aptitude an opportunity to learn the position tasks. The successful applicant will be placed on a trial period to be determined by the Employer prior to posting. In the event the applicant proves unsatisfactory, they shall be returned to their former position and wage rate without loss of seniority. An Employee on trial period shall have the right to return to their former position within the trial period if they so desire. This shall not restrict the Employer from selecting qualified external applicants.
- 8.07.02.02 If there are no successful permanent applicants then qualified temporary and casual applicants, currently employed, shall be considered before external candidates.

A qualified temporary applicant shall be hired in preference to any external candidate if:

- a) The qualified temporary applicant is currently employed in the classification being hired for at least twelve (12) consecutive months.
- b) The qualified temporary applicant's performance and conduct record is at least satisfactory in all areas.
- 8.08 The Recording Secretary of Local 787 will receive a monthly change report from the Employer of all appointments, hiring, layoff, rehiring, termination of employment, contact information and changes of employment status for all members.

## 9.00 GRIEVANCE PROCEDURE

#### 9.01 Definition of Grievance

A grievance under this Agreement shall be defined as any difference or dispute between the Union or any Employee(s) and the Employer concerning the interpretation, application, operation or alleged violation of this Agreement.

# 9.02 <u>Settling of Grievances</u>

An earnest effort shall be made to settle any grievance fairly and promptly in the following manner:

In order to ensure that any differences between the parties are remedied as quickly as possible, the parties agree they shall attempt to resolve issues through an informal complaint process involving the direct Supervisor, prior to filing written grievances.

In the event an issue remains unresolved the parties agree that the following procedure for submitting and dealing with grievances shall be adhered to by both parties, provided that when submitting the grievance, the Union shall inform the Employer, in writing, the names of those Union Representatives that will be dealing with that particular grievance.

Step 2 of the grievance process may only be waived by mutual agreement between the Employer and the Union in the best interests of expediting the grievance efficiently.

Grievances dealing with dismissal shall be entered at step 2 and shall be initiated within fifteen (15) working days of the dismissal.

- Step 1: An Employee or Union Representative on their behalf who believes themselves to be aggrieved shall within fifteen (15) working days, take up the matter with their immediate Supervisor and attempt to solve the grievance. For this purpose they may, if they wishes, be accompanied by a representative of the Grievance Committee of the Union.
- Step 2: Failing satisfactory settlement within ten (10) working days after the difference was submitted under Step 1, the Employee(s) concerned, together with a member of the Grievance Committee, will submit within five (5) working days to the Director of that area, or designate, a written statement of the particulars of the complaint, the articles of the collective agreement violated and the reasons a violation is alleged and the redress sought. The Union shall meet with the Director or designate and the Employer representative within five (5) working days to present their position, in the hopes of resolving the matter. The Director or designate shall render their decision in writing within ten (10) working days after meeting with the Grievor and/or the Union.
- Step 3: Failing settlement being reached in Step 2, the Employee(s) concerned, together with the Grievance Committee, shall within five (5) working

days submit the matter in writing, the articles of the collective agreement violated and the reasons a violation is alleged to the City Manager, the City Manager shall meet with the Employer Representative, the Grievor and/or the Union, in hope of resolving the matter. The City Manager shall render their decision in writing within ten (10) working days after meeting with the Grievor and/or the Union.

Step 4: If the grievance is not settled, the grievance may be referred, within fifteen (15) working days, to an Arbitration Board consisting of three (3) members. One (1) member to be appointed by the Union and one (1) member by the Employer. The third member, who shall be Chairman, will be jointly appointed by the Union and the Employer. In the event the Chairman cannot be agreed upon, the Minister of Labor shall make this appointment.

Alternatively, the grievance may, by mutual agreement, be referred to a single arbitrator as per Section 135 of the Labor Relations Code, Statutes of Alberta as amended within fifteen (15) working days.

### 9.02.01 Mediation

Where a grievance has not been resolved to the satisfaction of either party to the grievance through the internal grievance resolution process, they will notify the other party of their desire to proceed to interest-based grievance mediation. Grievance mediation is a voluntary process which can be an effective alternative to grievance arbitration for management and labour to solve problems. The parties, through the assistance of a mediator, shall attempt to resolve the grievance through negotiation, therefore, allowing the parties to control and shape the settlement. Grievance mediation does not interfere with the rights of the parties to the arbitration process.

The grievance mediation process shall be confidential, voluntary, informal and conducted by mediators trained in the principles of interest-based negotiation/problem-solving. The appointment of the mediator shall be made by the designated representatives of the parties.

# 9.02.02 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where the Union has a grievance, Step 1 of Article 9.02 may be bypassed.

# 9.02.03 Failure to Act Within Time Limits

Failure of the grievor or the Union to process a grievance to the next step in the Grievance Procedure within the time limit specified, shall not be deemed to have prejudiced the Union on any future identical grievance.

# 9.02.04 Extension of Time Limits

Time limits in the grievance procedure may be extended by mutual agreement between the Employer and the Union, confirmed in writing.

For the purpose of the grievance procedure "working days" shall be considered as the days on which City Hall offices are open to the Public.

9.03 The Union shall advise the Employer of the Shop Stewards elected to process grievances on behalf of the Employees covered by this Agreement.

A Shop Steward shall first obtain permission from his/her immediate supervisor to investigate a grievance, such permission shall not be unduly withheld.

## 10.00 NEW CLASSIFICATIONS

- 10.01 Any new classifications established by the Employer shall be subject to negotiations with the Union to determine a pay rate. The Employer agrees to notify the Union upon the establishment of the new classification and suggested rate of pay. The Union shall have thirty (30) days after such notification to request that the rate of pay so established by the Employer be made the subject of collective bargaining. Any negotiated rate of pay shall be retroactive to the date of establishment of the new classification.
- 10.02 The Employer and the Union agree that the matter of job descriptions will be referred to the Labor Relations Committee in an attempt to clarify and resolve terms of reference for each classification.
- 10.03 When the Employer acquires new equipment or when equipment is substantially modified, as determined by the Employer, the classification will be referred to the Labor Relations Committee for discussion.

#### 11.00 JOB TRAINING

11.01 As determined by the Employer, Employees who are required to obtain or maintain certification for their job requirements shall have training and wages covered by the Employer.

Employees can apply to access funds for further training and career development. Requests will be considered in accordance with Employer policies, procedures, and availability of funds.

The Employer may arrange, when practical, "on-the-job training", so that Employees may have the opportunity to receive training and qualify for promotion or transfer in the event of a vacancy arising. Permanent Employees will be given first priority.

During the training period, the trainee shall be paid the same hourly rate as received in the position vacated to receive the training.

When an Employee trains another Employee and the trainer's rate is lower than the trainee's rate, the trainer shall receive the same rate as the trainee.

# 11.02 Equipment Operator Classifications

Employees wishing to receive training as equipment operators will be required to make application for such training.

Supervised training shall be arranged during the regular working hours by the exchange of position for a period of forty (40) hours after which the Employee shall be notified if qualified or shall be allowed an additional forty (40) hours supervised training. An Employee completing a maximum of eighty (80) hours shall become qualified or shall be deemed not qualified.

Supervisory personnel will refrain from operating equipment not normally operated by them, except in instances where instruction or correction of work is being conducted, or in emergencies.

Once an Employee is notified in writing by the Employer that they have the minimum qualifications and any time they performs the duties of the higher classification for a period in excess of one (1) cumulative hour in a shift, they shall be paid at the higher rate for the hours worked in the higher classification.

# 12.00 JOB DESCRIPTIONS

The Union shall be supplied with all job descriptions that fall in the scope of the Bargaining Unit and as changes occur.

#### 13.00 PAY DAYS

- 13.01 The Employer shall pay for hours worked at the rates set out in Schedule "A" attached hereto and forming part of this Collective Agreement.
- 13.02 Pay days shall be every second Friday. However, the Union agrees that the Employer may pay earlier if it so wishes.

#### 14.00 CREW CHIEF

Employee's assigned Crew Chief duties will receive two dollars (\$2.00) per hour over regular pay when so employed.

#### 15.00 SAFETY FOOTWEAR ALLOWANCE

Permanent Employees and/or Temporary Employees with six (6) months continuous service and require safety footwear as a condition of employment shall be allocated a safety boot allowance of up to four hundred dollars (\$400.00) upon submission of receipts and on January 1<sup>st</sup> of every odd numbered year, the four hundred dollar (\$400.00) allowance shall be refurbished.

#### 16.00 TOOL ALLOWANCE

A tool allowance of seventy–five dollars (\$75.00) per month shall be paid to Journeyman Mechanics I & II and Welders, providing customary tools of the trade are carried.

#### 17.00 AQUATIC SWIMWEAR/FOOTWEAR ALLOWANCE

Aquatic Assistants, Instructors, and lifeguards with six (6) months continuous service will be allocated an allowance of up to two-hundred dollars (\$200.00) for pool deck swimwear/footwear approved by the Employer upon submission of receipts and on January 1<sup>st</sup> of ever odd numbered year, the two-hundred dollars (\$200.00) shall be refurbished.

#### 18.00 PRESCRIPTION SAFETY GLASSES

A prescription safety glass allowance of two-hundred and fifty dollars (\$250.00) biannually, shall be paid to Mechanics and Welders where safety glasses are required by the Employer.

# 19.00 VOLUNTEER POSITIONS

The City must present all volunteer postings to the Union prior to advertising for the volunteer positions. The postings will outline very specifically the duties to be assigned to the volunteers.

Volunteers will not perform bargaining unit work unless the Union has given permission. Therefore, the role of the volunteer should be minimal and tailored to allow volunteers to get their required number of hours, or work experience, without compromising the integrity of the bargaining unit.

# CANADIAN UNION OF EMPLOYEES LOCAL 787

**CITY OF GRANDE PRAIRIE** 



Date: November 1, 2019

Date November 1, 2019

# The Following Letters of Understanding are currently in effect:

#### Recreation

No. 1 Arena Attendant – Hours of Work

No. 5 Pool Staff - Hours of Work

# **Transportation**

No. 2 Transportation/Parks

#### **Enforcement Services**

No. 11 Enforcement Services – Hours of Work

#### Transit

No. 7 Transit - St. Joe's Route & Relief Hours

No. 8 Seniority

No. 9 Paid Training Rate
No. 12 Transit – Hours of Work

#### Other

No. 3 Recreation Honorarium

No. 4 Apprenticeships

No. 6 Child Care

No. 10 Split Positions

No. 13 Employment Opportunities/Disabilities Program

No. 14 Full-time President

# SCHEDULE A

# **EFFECTIVE JANUARY 1, 2019**

# RATE IN DOLLARS PER HOUR

		Effective Jan. 1 2019			Effective Jan. 1 2020			Effective Jan. 1 2021	
CATEGORY		1%			2%			1.5%	
CLASSIFICATION	1								
	0-4 yrs. Service	5+ yrs. Service	10+ yrs. Service	0-4 yrs. Service	5+ yrs. Service	10+ yrs. Service	0-4 yrs. Service	5+ yrs. Service	10+ yrs. Service
ENFORCEMENT SERVICES									
By law Enforcement Officer I	29.71	30.32	30.93	30.30	30.93	31.55	30.75	31.39	32.02
By law Enforcement Officer II	34.95	35.65	36.36	35.65	36.36	37.09	36.18	36.91	37.65
By law Enforcement Officer III	36.54	37.27	38.02	37.27	38.02	38.78	37.83	38.59	39.36
Senior Bylaw Enforcement Officer	40.33	41.13	41.95	41.14	41.95	42.79	41.76	42.58	43.43
Peace Officer I	38.46	39.24	40.02	39.23	40.02	40.82	39.82	40.62	41.43
Peace Officer II	41.36	42.19	43.04	42.19	43.03	43.90	42.82	43.68	44.56
Senior Peace Officer	45.15	46.06	46.98	46.05	46.98	47.92	46.74	47.68	48.64
License Inspector I	29.71	30.31	30.93	30.30	30.92	31.55	30.75	31.38	32.02
License Inspector II	35.05	35.75	36.47	35.75	36.47	37.20	36.29	37.02	37.76
License Inspector III	36.54	37.26	38.01	37.27	38.01	38.77	37.83	38.58	39.35
HOME SUPPORT									
Home Support I	21.76	22.19	22.63	22.20	22.63	23.08	22.53	22.97	23.43
Home Support II	28.35	28.92	29.50	28.92	29.50	30.09	29.35	29.94	30.54

	Effective Jan. 1 2019 1%			Effective Jan. 1 2020 2%			Effective Jan. 1 2021 1.5%		
CATEGORY CLASSIFICATION									
	0-4 yrs. Service	5+ yrs. Service	10+ yrs. Service	0-4 yrs. Service	5+ yrs. Service	10+ yrs. Service	0-4 yrs. Service	5+ yrs. Service	10+ yrs. Service
EQUIPMENT OPERATION									
Equipment Operator I	32.74	33.40	34.06	33.39	34.07	34.74	33.89	34.58	35.26
Equipment Operator II	33.30	33.97	34.63	33.97	34.65	35.32	34.48	35.17	35.85
Equipment Operator III	34.43	35.12	35.81	35.12	35.82	36.53	35.65	36.36	37.08
Equipment Operator IV	35.56	36.28	37.00	36.27	37.01	37.74	36.81	37.57	38.31
FACILITY MAINTENANCE									
Custodial Worker I (Probation & Temp)	29.01	29.59	30.18	29.59	30.18	30.78	30.03	30.63	31.24
Custodial Worker II	29.80	30.38	30.99	30.40	30.99	31.61	30.86	31.45	32.08
Custodial Lead Hand	34.93	35.62	36.33	35.63	36.33	37.06	36.16	36.87	37.62
Facility Worker	33.30	33.97	34.63	33.97	34.65	35.32	34.48	35.17	35.85
Journeyman Facility Worker	36.87	37.60	38.35	37.61	38.35	39.12	38.17	38.93	39.71
Journeyman Electrician	44.31	45.19	46.10	45.20	46.09	47.02	45.88	46.78	47.73
Journeyman Plumber/Gasfitter	44.31	45.19	46.10	45.20	46.09	47.02	45.88	46.78	47.73
Facility Worker - Power Engineer	36.87	37.60	38.36	37.61	38.35	39.13	38.17	38.93	39.72

		Effective Jan. 1 2019			Effectiv Jan. 1 2020	е		Effective Jan. 1 2021	
CATEGORY CLASSIFICATION		1%			2%			1.5%	
	0-4 yrs. Service	5+ yrs. Service	10+ yrs. Service	0-4 yrs. Service	5+ yrs. Service	10+ yrs. Service	0-4 yrs. Service	5+ yrs. Service	10+ yrs. Service
FLEET SYSTEM									
Mechanic I	44.76	45.60	46.57	45.66	46.56	47.50	46.34	47.26	48.21
Mechanic II	45.69	46.60	47.53	46.60	47.53	48.48	47.30	48.24	49.21
Parts person I	33.30	33.97	34.63	33.97	34.65	35.32	34.48	35.17	35.85
Parts person II	36.87	37.60	38.35	37.61	38.35	39.12	38.17	38.93	39.71
Pickup & Delivery Person	31.67	32.30	32.96	32.30	32.95	33.62	32.78	33.44	34.12
Serviceperson	34.93	35.63	36.33	35.63	36.34	37.06	36.16	36.89	37.62
Utility Worker	32.59	33.25	33.92	33.24	33.92	34.60	33.74	34.43	35.12
Fleet Lead Hand I	47.99	48.94	49.92	48.95	49.92	50.92	49.68	50.67	51.68
Fleet Lead Hand II	48.57	49.54	50.53	49.54	50.53	51.54	50.28	51.29	52.31
Journeyman Welder	42.62	43.47	44.34	43.47	44.34	45.23	44.12	45.01	45.91
LABOURER									
Seasonal Labourer (6 months or less)	21.65	22.10	22.52	22.08	22.54	22.97	22.41	22.88	23.31
Temporary Labourer (greater than 6 months)	29.71	30.32	30.93	30.30	30.93	31.55	30.75	31.39	32.02
Labourer (established)	31.67	32.30	32.96	32.30	32.95	33.62	32.78	33.44	34.12
MAINTENANCE									
Maintenance Worker I	32.59	33.28	33.92	33.24	33.95	34.60	33.74	34.46	35.12
Maintenance Worker II	33.30	33.96	34.63	33.97	34.64	35.32	34.48	35.16	35.85

		Effective Jan. 1 2019			Effective Jan. 1 2020			Effective Jan. 1 2021	
CATEGORY CLASSIFICATION		1%			2%			1.5%	
	0-4 yrs. Service	5+ yrs. Service	10+ yrs. Service	0-4 yrs. Service	5+ yrs. Service	10+ yrs. Service	0-4 yrs. Service	5+ yrs. Service	10+ yrs. Service
PARKS									
Integrated Pest Management Technician	37.02	37.77	38.50	37.76	38.53	39.27	38.33	39.11	39.86
Integrated Pest Management	42.28	43.12	43.99	43.13	43.98	44.87	43.78	44.64	45.54
Pest Management Coordinator	44.64	45.49	46.36	45.53	46.40	47.29	46.21	47.10	48.00
Parks Lead Hand	39.49	40.28	41.10	40.28	41.09	41.92	40.88	41.71	42.55
Muskoseepi Park Lead Hand	39.49	40.28	41.10	40.28	41.09	41.92	40.88	41.71	42.55
Weed Inspector	33.30	33.97	34.63	33.97	34.65	35.32	34.48	35.17	35.85
Arborist	34.43	35.12	35.81	35.12	35.82	36.53	35.65	36.36	37.08
Landscape Gardner	34.43	35.12	35.81	35.12	35.82	36.53	35.65	36.36	37.08
Planning Technician	37.03	37.76	38.52	37.77	38.52	39.29	38.34	39.10	39.88
RECREATION									
Arena Service Assistant	26.30	26.83	27.36	26.83	37.37	27.91	27.32	27.78	28.33
Arena Attendant	32.74	33.40	34.06	33.39	34.07	34.74	33.89	34.58	35.26
Arena Lead Hand	39.49	40.28	41.09	40.28	41.09	41.91	40.88	41.71	42.54
Revolution Place Event Worker	21.65	22.10	22.52	22.08	22.54	22.97	22.41	22.88	23.31
Revolution Place Operations Worker I	32.74	33.40	34.06	33.39	34.07	34.74	33.89	34.58	35.26
Revolution Place Operations Worker II	37.14	37.82	38.54	37.88	38.58	39.31	38.45	39.16	39.90
Revolution Place Guest Services I	18.37	18.76	19.13	18.74	19.14	19.51	19.02	19.43	19.80
Revolution Place Guest Services II	24.01	24.50	24.99	24.49	24.99	25.49	24.86	25.36	25.87
Aquatics Instructor I	21.76	22.19	22.63	22.20	22.63	23.08	22.53	22.97	23,43
Aquatics Instructor II	22.83	23.29	23.76	23.29	23.76	24.24	23.64	24.12	24.60
Fitness Assistant	20.80	21.21	21.64	21.22	21.63	22.07	21.54	21.95	22.40
Fitness Consultant	27.41	27.96	28.51	27.96	28.52	29.08	28.38	28.95	29.52

		Effective Jan. 1 2019			Effective Jan. 1 2020			Effective Jan. 1 2021	
CATEGORY CLASSIFICATION		1%			2%			1.5%	
	0-4 yrs. Service	5+ yrs. Service	10+ yrs. Service	0-4 yrs. Service	5+ yrs. Service	10+ yrs. Service	0-4 yrs. Service	5+ yrs. Service	10+ yrs. Service
RECREATION									
Fitness Instructor I	31.17	31.79	32.44	31.79	32.43	33.09	32.27	32.92	33.59
Fitness Instructor II	34.02	34.70	35.41	34.70	35.39	36.12	35.22	35.92	36.66
Fitness Instructor III	36.82	37.56	38.31	37.56	38.31	39.08	38.12	38.88	39.67
Weight Room Specialist	21.64	22.71	23.95	22.07	23.16	24.43	22.40	23.51	24.80
Lifeguard I	25.28	25.79	26.29	25.79	26.31	26.82	26.18	26.70	27.22
Lifeguard II	27.41	27.96	28.51	27.96	28.52	29.08	28.32	28.95	29.52
Lifeguard III	30.58	31.19	31.83	31.19	31.81	32.47	31.66	32.29	32.96
Lifeguard IV	32.96	33.57	34.19	33.62	34.24	34.87	34.12	34.75	35.39
Senior Lifeguard	33.44	34.12	34.79	34.11	34.80	35.49	34.62	35.32	36.02
Junior Lifeguard	22.00	22.44	22.89	22.44	22.88	23.34	22.78	23.22	23.69
Pool Operator	33.31	33.97	34.64	33.98	34.65	35.33	34.49	35.17	35.86
Facility Lead Hand (Eastlink Centre)	37.36	38.11	38.86	38.11	38.87	39.64	38.68	39.45	40.23
Kids Place Coordinator	30.60	31.22	31.85	31.21	31.84	32.49	31.68	32.32	32.98
Kid's Place Program Assistant Instructor	17.98	18.33	18.71	19.34	18.70	19.08	18.62	18.98	19.37
Kid's Place Program Instructor I	19.88	20.29	20.69	20.28	20.70	21.10	20.58	21.01	21.42
Kid's Place Program Instructor II	29.30	29.88	30.47	29.89	30.48	31.08	30.34	30.94	31.55
Program Instructor II	17.98	18.33	18.71	18.34	18.70	19.08	18.62	18.98	19.37
Program Instructor III	19.88	20.29	20.69	20.28	20.70	21.10	20.58	21.01	21.42
Program Instructor IV	21.76	22.19	22.63	22.20	22.63	23.08	22.53	22.97	23.43
Program Instructor V	25.50	26.02	26.54	26.01	26.54	27.07	26.40	26.94	27.48
Program Instructor VI	29.30	29.88	30.47	29.89	30.48	31.08	30.34	30.94	31.55
Special Events Programmer	21.76	22.19	22.63	22.20	22.63	23.08	22.53	22.97	23.43

		Effective Jan. 1 2019			Effective Jan. 1 2020			Effective Jan. 1 2021	
CATEGORY CLASSIFICATION		1%			2%			1.5%	
	0-4 yrs. Service	5+ yrs. Service	10+ yrs. Service	0-4 yrs. Service	5+ yrs. Service	10+ yrs. Service	0-4 yrs. Service	5+ yrs. Service	10+ yrs. Service
TRANSPORTATION									
Transportation Lead Hand	39.49	40.28	41.10	40.28	41.09	41.92	40.88	41.71	42.55
Concrete Finisher	38.64	39.42	40.10	39.41	40.21	40.99	40.00	40.81	41.60
Traffic Signal Technician I	45.67	46.59	47.52	46.58	47.52	48.47	47.28	48.23	49.20
Traffic Signal Technician II	47.96	48.93	49.91	48.92	49.91	50.91	49.65	50.66	51.67
Traffic Control Devices Repair & Maintenance	32.59	33.25	33.81	33.24	33.92	34.49	33.74	34.43	35.01
Signs & Marking Tech I	33.30	33.97	34.63	33.97	34.65	35.32	34.48	35.17	35.85
TRANSIT									
Transit Operator Trainee	21.73			22.16			22.49		
Transit Operator	33.30	33.97	34.63	33.97	34.65	35.32	34.48	35.17	35.85
Transit Lead Hand	35.58	36.30	37.03	36.29	37.03	37.77	36.83	37.59	38.34
Transit Utility Worker	32.59	33.25	33.92	33.24	33.92	34.60	33.74	34.43	35.12
COMMUNITY BUS OPERATORS									
Community Bus Operator Trainee	20.85			21.27			21.59		
Community Bus Operator	26.99	27.52	28.07	27.53	28.07	28.63	27.94	28.49	29.06

# **AGREED**

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 787

CITY OF GRANDE PRAIRIE



Date: November 1, 2019

Date November 1, 2019

#### LETTER OF UNDERSTANDING # 1 - RECREATION / ARENA ATTENDANT

#### BETWEEN

# THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 787

(hereafter referred to as the "Union")

AND

# THE CITY OF GRANDE PRAIRIE

(hereafter referred to as the "Employer")

In accordance with Article 6 of the Collective Agreement between the Employer and the Union, it is hereby agreed that, for the term of the current Collective Agreement:

- 1. This Agreement applies to Employees employed as Arena Attendant or Arena Service Assistant and working other than eight (8) hour shifts.
- 2. The Work Schedule shall conform to the following specifications:
  - a) ten (10) hours maximum daily hours of work,
  - b) ten (10) hours maximum period from commencement to conclusion of daily shift,
  - c) four (4) weeks in a continuous shift cycle,
  - d) five (5) day maximum consecutive days of work,
  - e) maximum five (5) days of work in each scheduled work week,
  - f) maximum three (3) different start times between days off,
  - g) forty (40) hours average weekly hours of work in a continuous shift cycle,
  - h) days off between work shifts shall be consecutive and not less than two (2) consecutive days off, except during a shift cycle change when only one (1) day can be accommodated, and
  - i) weekends shall be equally distributed among permanent Employees throughout the shift cycle.
- The hours of work established by the work schedule will constitute the regular hours of work of Employees covered by this Letter. Hours of work in excess thereof will constitute overtime for which Employees will be entitled to overtime pay.
- No Employee will be permitted to work the next consecutive shift upon completion of their regularly scheduled shift.
- A copy of the work schedule(s), setting out the designated work shifts of all Employees, shall be posted in a conspicuous place where it can be seen by all affected Employees.
- 6. A casual Employee may be placed into a maximum ten (10) hour shift on a consensual call-in basis. The maximum hours of work per week shall be forty (40).

9, in the City of Grande Prairie in the Province of Alberta.
CITY OF GRANDE PRAIRIE
9



#### LETTER OF UNDERSTANDING # 2 - TRANSPORTATION/ PARKS

BETWEEN

# THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 787

(hereafter referred to as the "Union")

AND

#### THE CITY OF GRANDE PRAIRIE

(hereafter referred to as the "Employer")

The parties agree that the following provisions shall apply for the crack filling, line painting, storm line cleaning and mowing crews, for the term of the current Collective Agreement:

a. Maximum daily hours of work

10;

b. Maximum hour of work per pay period

80;

Normal scheduled days of work

Monday to Thursday or Sunday to Wednesday;

- d. Conditions permitting, each shift will begin on Sunday or Monday; if hours are to be made up they will be made up on Thursday and/or Friday; and to schedule other hours of work, more than eight hours must be remaining to attain the eighty hours per pay period;
- e. Hours of work will not be scheduled on a Saturday; and

No amendment or termination of this Agreement shall be effective without at least fourteen (14) calendar days notice in writing by one party to the other.

Signed this \_\_\_\_ day of \_\_\_\_\_\_, 2019, in the City of Grande Prairie in the Province of Alberta.

CANADIAN UNION OF PUBLIC EMPLOYEES

CITY OF GRANDE PRAIRIE

LOCAL 787

#### LETTER OF UNDERSTANDING # 3- RECREATION HONORARIUM

BETWEEN

# THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 787

(hereafter referred to as the "Union")

AND

# THE CITY OF GRANDE PRAIRIE

(hereafter referred to as the "Employer")

The Employer and the Union agree that the Employer has and will continue to engage, for an honorarium, seasonally, specific persons to instruct various arts or recreational skills. It is to be understood, however, that those persons will only be considered out of scope of this Collective Agreement if they are retained for less than a total of forty (40) hours in any two-week period.

No amendment or termination of this Letter of Understanding shall be effective without at least six (6) months' notice in writing by one party to the other.

Signed this \_\_\_\_\_ day of \_\_\_\_\_\_, 2019 in the City of Grande Prairie in the Province of Alberta.

CANADIAN UNION OF PUBLIC EMPLOYEES

CITY OF GRANDE PRAIRIE



#### LETTER OF UNDERSTANDING # 4 - APPRENTICESHIP

BETWEEN

# THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 787

(hereafter referred to as the "Union")

AND

#### CITY OF GRANDE PRAIRIE

(hereafter referred to as the "Employer")

When apprenticeships are established for trades used by the City of Grande Prairie which fall within the scope of the Collective Agreement:

- The responsibilities of Employees in the apprentice classifications will be those outlined in the classification concepts.
- The rate of pay for these positions will follow the guidelines of the Alberta Apprenticeship Board
  with the modification proposed by the Apprentice Committee, that is, if the apprentice is earning a
  higher rate in their current position, they will maintain their current rate until the apprenticeship rate
  is equal to or surpasses the current position rate at the time of apprenticeship.
- The apprentice's wages and benefits will be maintained while in attendance at school with the provison that a passing grade must be attained. The annual tuition fees will also be paid by the Employer.

This Letter of Understanding shall remain in full force and effect until sixty (60) calendar days' notice in writing by one party to the other is served. Apprentices who are in the program will be able to complete their program under these guidelines should this Letter of Understanding become invalidated.

Signed this \_\_\_\_\_ day of \_\_\_\_\_\_, 2019, in the City of Grande Prairie in the

Province of Alberta.	
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 787	CITY OF GRANDE PRAIRIE



#### LETTER OF UNDERSTANDING # 5 - RECREATION POOL STAFF

BETWEEN

# THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 787

(hereafter referred to as the "Union")

AND

#### THE CITY OF GRANDE PRAIRIE

(hereafter referred to as the "Employer")

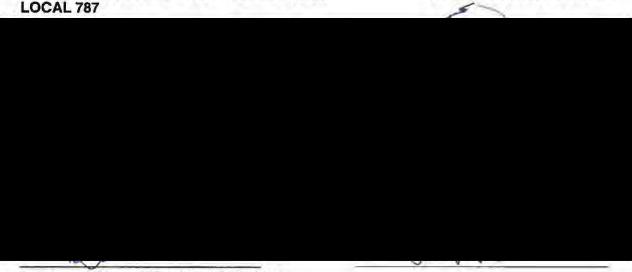
In accordance with Article 6 of the Collective Agreement between the Employer and the Union, it is hereby agreed that, for the term of the current Collective Agreement:

- This Agreement applies to permanent Employees employed as Pool Staff in the Aquatics and Wellness Department – Eastlink Centre, The Leisure Centre, Bear Creek Pool.
- 2. The Work Schedule shall conform to the following specifications:
  - a) seven (7) day maximum consecutive days of work,
  - days off between work shifts shall be consecutive and not less than two (2) consecutive days off, except during a shift cycle change when only one (1) day can be accommodated.
- 3. A copy of the work schedule(s), setting out the designated work shifts of all Employees, shall be posted in a conspicuous place where it can be seen by all affected Employees.

Signed this	_ day of	November	, 2019, in the City of Grande Prairie in the
Province of Alberta.			

CANADIAN UNION OF PUBLIC EMPLOYEES

CITY OF GRANDE PRAIRIE





#### LETTER OF UNDERSTANDING # 6-CHILD CARE

BETWEEN

# THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 787

(hereafter referred to as the "Union")

AND

# THE CITY OF GRANDE PRAIRIE

(hereafter referred to as the "Employer")

The Employer and the Union agree that as per the Government of Alberta Child Care Accreditation Guidelines, wage top up funding is available to staff in compensation for hours spent in the operation of the Day Care when children are present.

Staff Support Funding is paid each calendar month based on the direct child care hours reported on the monthly claim form (up to 181 hours, which may include up to eight hours for programming and meeting/maintaining accreditation standards).

The Employer and the Union understand that this funding is provided at the sole discretion of the Government of Alberta and does not constitute an obligation of the Employer to provide said funding now or in the future.

This Letter of Understanding will continue for the term of the current Collective Agreement.

Signed this/	day of	November	_, 2019, in the City of Grande Prairie in the
Province of Alberta	The state of		

CANADIAN UNION OF PUBLIC EMPLOYEES CITY OF GRANDE PRAIRIE LOCAL 787



# LETTER OF UNDERSTANDING # 7- TRANSIT / ST. JOES ROUTE & RELIEF HOURS

#### BETWEEN

# THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 787 (the "Union")

AND

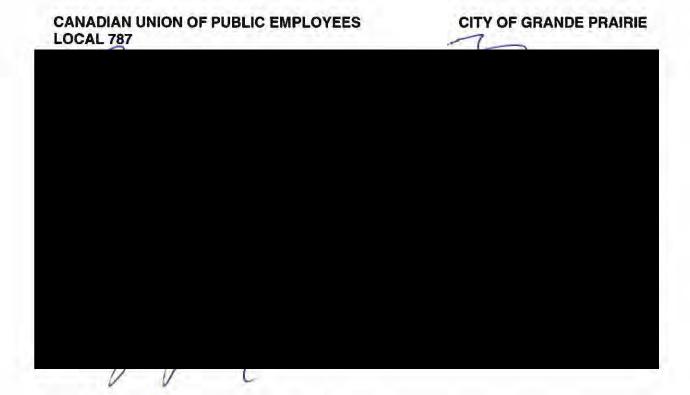
# THE CITY OF GRANDE PRAIRIE (the "Employer")

The Employer and the Union agree that effective September 1, 2013:

The combined Transit Routes of St. Joes and Relief Hours for Transit Operator lunch breaks will be compensated for 5.5 hours.

This Letter of Understanding shall remain in full force and effect until sixty (60) calendar days' notice in writing by one party to the other is served.

Signed this	day of	November	_, 2019, in the City of Grande Prairie in the
Province of Alberta.	1000		



#### LETTER OF UNDERSTANDING # 8- TRANSIT / SENIORITY

BETWEEN

# THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 787

(hereafter referred to as the "Union")

AND

#### THE CITY OF GRANDE PRAIRIE

(hereafter referred to as the "Employer")

The Employer and the Union hereby agree that:

1. For the purpose of calculating the entitlement to annual vacation pursuant to Article 7.03.01 of the Collective Agreement, Transit Department Employees within this Bargaining Unit who worked with the prior Employer, Cardinal Coach Lines ULC ("Cardinal") until the conclusion of that employment and commencement of employment with the Employer effective September 1, 2013 will have their number of years of service calculated under Article 7.03.01, if applicable, based on their original anniversary date of hire with Cardinal as outlined below:

Former Cardinal Employees Hired as Operators	Hire Date DD/MM/YYYY
	27/08/1996
	29/03/2007
	08/05/2007
	08/09/2008
	12/05/2009
	09/08/2011
	16/03/2013

2. Further, all of the Employees listed above in Section 1 of this Letter of Understanding shall have their original seniority dates from Cardinal, as specified above, recognized for purposes only of any movement/promotions/layoffs that occur within the Transit Department. It is expressly understood and agreed that their Bargaining Unit wide seniority would remain their date of hire with the Employer.

Signed this day of November Province of Alberta.	, 2019, in the City of Grande Prairie in the
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 787	CITY OF GRANDE PRAIRIE

# LETTER OF UNDERSTANDING # 9 - Transit /Paid Training Rate

**BETWEEN** 

# THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 787 (the "Union")

AND

# THE CITY OF GRANDE PRAIRIE

(the "Employer")

The PTR will be in effect for the full training period of up to forty (40 hours of paid training and, for any additional training hours up to, but not to exceed eighty (80) hours in total as determined by the Employer.

Trainee Transit Operators must be deemed qualified upon completion of the training period or their employment will cease.

Newly hired trainee Transit Operators will be defined as Casual Employees until they have been deemed qualified.

Transit Operators having completed their probationary period may demonstrate Techniques within the scope of the Transit Operator role to trainees.

This Letter of Understanding shall remain in full force and effect until sixty (60) calendar days' notice in writing by one party to the other is served.

Signed this/	_day of Neveruber	, 2019, in the City of Grande Prairie in the
Province of Alberta.		

CANADIAN UNION OF PUBLIC EMPLOYEES

CITY OF GRANDE PRAIRIE

# LETTER OF UNDERSTANDING # 10- All Areas / Split Positions

BETWEEN

# THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 787 (the "Union")

AND

# THE CITY OF GRANDE PRAIRIE

(the "Employer")

The Employer and the Union agree that effective October 1, 2014 and further to Article 8.07.02 a trial period of two (2) consecutive months will apply to split positions (position shared between departments), with one (1) month to be spent in each hiring department.

Conditional upon satisfactory performance such trial period shall become permanent after two months. In the event the applicant proves unsatisfactory, they shall be returned to their former position and wage rate without loss of seniority. An Employee on trial period shall have the right to return to their former position within two (2) months if they so desires.

This Letter of Understanding shall remain in full force and effect until sixty (60) calendar days' notice in writing by one party to the other is served.

Signed this	day of <u>November</u>	, 2019, in the City of Grande Prairie in the
Province of Alberta.		



# LETTER OF UNDERSTANDING # 11- Enforcement Services / Hours of Work

#### BETWEEN

# THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 787

(hereafter referred to as the "Union")

AND

# THE CITY OF GRANDE PRAIRIE

(hereafter referred to as the "Employer")

In accordance with Article 6 of the Collective Agreement between the Employer and the Union, it is hereby agreed that, for the term of the current Collective Agreement:

- This agreement applies to persons employed as Peace Officers and Bylaw Enforcement Officers.
- 2. The work schedule will be as follows:

a.	Maximum daily hours of work	10
b.	Number of work weeks in a cycle of employment	4
C.	Maximum consecutive days of work	6
d.	Maximum days of work in each scheduled work week	6
e.	Maximum days of work in a cycle of employment	20
f.	Minimum days of rest in a cycle of employment	15
g.	Average weekly hours of work	40

- The hours of work established by the work schedule will constitute the regular hours of work of Employees of the Employer. Hours of work in excess thereof will constitute overtime for which Employees will be entitled to overtime pay.
- 4. A copy of the work schedule is to be posted and available to all Employees setting out the designated work shifts of all Employees.

Signed this day of Development	, 2019, in the City of Grande Prairie in the	
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 787	CITY OF GRANDE PRAIRIE	



# LETTER OF UNDERSTANDING # 12- Transit / Hours of Work

BETWEEN

# THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 787

(hereafter referred to as the "Union")

AND

#### THE CITY OF GRANDE PRAIRIE

(hereafter referred to as the "Employer")

In accordance with Article 6 of the Collective Agreement between the Employer and the Union, it is hereby agreed that, for the term of the current Collective Agreement:

# 1. HOURS OF WORK (Article 6)

Hours of work for transit operations will be Saturday to Friday up to a maximum of forty (40) hours per week.

- 1.1 The Work Schedule shall conform to the following specifications:
  - 1.1.1 Day Shift starts between 5:00 a.m. and 11:59 a.m.
  - 1.1.2 Afternoon Shift starts between 12:00 noon and 5:00 p.m.
  - 1.1.3 A Split Shift is any shift with two (2) scheduled work periods. A scheduled work period will not be less than three (3) consecutive hours of work. A split-shift will provide a minimum of six (6) hours of work.
  - 1.1.4 Shift length can be up to nine (9) hours within a maximum forty (40) hour week.
- 1.2 Should a breakdown occur during a rest period, the Employee will remain with the bus and bank one half (1/2) hour to be taken at straight time at a later date.
- 1.3 Requests by Employees for additional hours or shifts are not call backs and must ensure a nine (9) hour break between. Requests for additional hours or shifts cannot bump regularly scheduled drivers.
- 1.4 Drivers may voluntarily agree to switch shifts with the supervisor's approval and at straight time only. No overtime will be paid and switched shifts must ensure a nine (9) hour break between.
- 1.5 The two rest periods will be combined to provide a paid break of one-half (1/2) hour during shifts of eight (8) hours or more.

# 2 SENIORITY (Article 8)

Seniority will be applied in the following way:

2.1 Promotions: When there are candidates of equal qualifications and standing, and who have the same Seniority date, the total number of hours worked at the date of the close of the job posting will be used for determining Seniority. 2.2 Layoffs:

When there are Employees of equal qualifications and who have the same Seniority date, the total number of hours worked at the date of the Lay-off announcement will be used for determining Seniority.

Signed this \_\_\_\_ day of \_\_\_\_\_\_, 2019, in the City of Grande Prairie in the Province of Alberta.

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 787

CITX OF GRANDE PRAIRIE

#### **LETTER OF UNDERSTANDING # 13**

BETWEEN

# THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 787

(hereafter referred to as the "Union")

AND

#### THE CITY OF GRANDE PRAIRIE

(hereafter referred to as the "Employer")

# **Employment Opportunities for Individuals with Disabilities Program**

The Employer and the Union agree that it is important to promote a city culture of inclusion, where persons with disabilities have the opportunity to contribute, participate and feel valued through meaningful employment opportunities with the City of Grande Prairie.

We will together with inclusion Alberta create a municipal workforce that is broadly reflective of the citizens and communities it serves. Will ensure the identification and removal of barriers to participation in the City workforce and provide the opportunities to such individuals as follows:

- Recruitment will be a fair and equitable process for candidates referred by existing partnership organization.
- Positions will not be posted as mutually agreed by CUPE and the City, such approval would not be reasonably withheld.
- · Wage rates will be set according to the CUPE 787 Collective Agreement salary grid.
- The Positions will be of meaningful work with necessary modifications and work schedules.
- Positions will be bargaining unit members with all rights and negotiated in the Collective Agreement.
- There will be no loss of bargaining unit positions as a result of the program.
- Human Resources Department will advise CUPE Treasurer of Employees hired through this
  program on a monthly basis.
- Performance management will reside with the manager of the business unit to address.
- The Community Partner will provide ongoing support to the City throughout the employment relationship as necessary.

This letter of Understanding will continue for the term of the current Collective Agreement.

Signed this \_\_\_\_ day of \_\_\_\_\_\_, 2019 in the City of Grande Prairie in the Province of Alberta.

Canadian Union of Public Employees City of Grande Prairie &



#### LETTER OF UNDERSTANDING # 14 - Full-Time President

BETWEEN

# THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 787

(the "Union")

AND

#### THE CITY OF GRANDE PRAIRIE

(the "Employer")

# RE: FULL-TIME PRESIDENT FOR THE UNION LOCAL

In an effort to promote good labour relations between the City and the Union Local, to support staff member(s) and to efficiently manage the costs associated with City Employees being away from work to attend to Union Local business (such as negotiations, grievances and other Union Local business, the parties to the Collective Agreement have come to the following understanding with respect to the role of the President of the Union Local.

- The President of the Union Local shall be a full-time officer of the Union Local and shall be allowed to conduct Union Local business on a full-time basis for a period of up to two (2) years ("the Term").
- 2. During the Term, the President will continue to be paid by the Employer and the Union Local will reimburse the Employer for the President's pay and benefits. The benefit rate for 2019 is 23.72% and will be calculated on the value of the total hours worked; it includes all Employer paid benefits including LAPP pension. The benefit rate for 2020 may be adjusted and the Employer will communicate this to the Union Local early in 2020, before the first 2020 invoice is issued.
- During the Term, the President will continue to accrue seniority, earn vacation and sick leave and receive salary increments.
- Throughout the Term, the Employer shall invoice the Union Local for the President's pay and benefits on a monthly basis and the Union will pay such invoices upon receipt.
- 5. The President shall take responsibility for keeping their knowledge, skills and training requirements current for their home position during the Term. The home department shall forward to the President the schedule for in-house training and/or any changes in the level of qualifications that are required for their position. However, should the parties decide that the President does not need to keep current with certain job requirements of their home position, the President shall be allowed sufficient time upon the expiry of the Term should it be necessary to complete the training necessary to return to their home position.
- The President, if a successful candidate for a permanent position in another job posting, shall step down as President at which time the Union Local shall appoint a successor.
- 7. The President shall return to their home position at the end of the Term and any subsequent Employees affected shall also revert to their home positions at that time.

- 8. The Union Local may request an extension to the Term as outlined in (9) below.
- In order to allow flexibility to address emergent issues that may arise during the Term, this Letter of Understanding may be amended or terminated by the parties.
  - a. The Union Local and the Employer agree that either party may terminate this Letter of Understanding by providing at least sixty (60) days written notice to the other party.
  - b. Either party may propose amendments to this Letter of Understanding to the other party in writing. The other party will have up to sixty (60) days to review and consider any proposed amendments.
  - c. The Union Local and the Employer agree that both parties must jointly agree to amendments proposed by either party in order for the amendments to take effect.
  - d. The parties may, by mutual agreement, shorten the required timeframe for any amendment or termination of this Letter of Understanding.

Signed this Province of Alb	day of perta.	November	_, 2019, in the City of Grande F	rairie in the
CANADIAN UI LOCAL 787	NION OF PUBLIC	CEMPLOYEES	CITY OF GRANDE PF	RAIRIE