THE COLLECTIVE AGREEMENT

## BETWEEN



## THE CITY OF GRANDE PRAIRIE

## AND



## THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 787

## **JANUARY 1, 2022 – DECEMBER 31, 2024**



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THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**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**

## **ARTICLE 1 - DURATION AND TERMINATION**

This Agreement will remain in full force and effect from January 1, 2022 to December 31, 2024 (inclusive), and from year to year thereafter except as hereinafter provided.

Either party to this Agreement wishing to amend this Agreement will 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, 2024.

This Agreement will remain in full force and effect until such time a strike or lockout occurs in accordance with the *Alberta Labour Relations Code*.

All changes in this Agreement will be retroactive to the effective date of this Agreement, unless otherwise specified.

#### **ARTICLE 2 - 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;
  - (b) 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.

## **ARTICLE 3 - 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 will 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. Both the Employer and the Union will not condone any behavior contrary to these obligations and rights flowing from the *Alberta Occupational Health and Safety Act* and *Human Rights Act*. The Employer and Union agree that Employees and supervisory staff will 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. Neither the Employer or the Union will condone any improper behavior on the part of any person which has an intentional purpose of jeopardizing an Employee's well-being.

## 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, will 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 will participate and cooperate fully in this process.

#### 3.04 Discipline and Dismissal

(a) 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 will provide one (1) weeks' notice or payment of wages in lieu of notice. Otherwise termination will be without notice or payment in lieu of notice.

- (b) 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 will be forwarded to the Recording Secretary, President, and General Vice-President of the Union within two (2) business days. All Employees will be given the opportunity to sign disciplinary notices as having been read.
- (c) An Employee will be advised in writing at least twenty-four (24) hours in advance of impending corrective discipline and the Employees right to Union representation. No disciplinary action will take place until the Employee is notified in writing.
- (d) If the Employee chooses in writing not to have Union representation for any reason, the Employer will inform the President, General Vice-President, and Local Union Recording Secretary in writing of the occurrence within twenty-four (24) hours.
- (e) When an Employee is disciplined for any reason, they will have the right to have a hearing with the Employer and to have a Union representative(s) present.
- (f) Disciplinary and letters of expectation records will be removed from the personnel file after an Employee has maintained a clear record of no disciplinary action for twenty-four (24) months from the date the incident occurred. If disciplinary action occurs within the twenty-four (24) months, all records will remain in place until a full twenty-four (24) months of clear record occurs.
- (g) The Employer agrees to consider discipline in the spirit of correction, rather than punishment, understanding that this concept/spirit is not intended to detract from the Employer's management rights. The principles of progressive discipline (typically flow from verbal warning to written warning to suspension and/or termination), understanding that the approach will vary with circumstances and severity.

#### 3.05 <u>Employment</u>

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 will be in consultation with the Union. The Employer will have the final decision in this regard.

#### 3.06. <u>Contracting Out</u>

No Employee presently employed by the Employer within the scope of this Agreement will 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 will 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 to their immediate supervisor, will have access to the Employee's Personnel file within five (5) working days, during normal working hours, at a time mutually agreeable to both Employer and Employee. Such Employee will 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 an additional three (3) 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

(a) Orientation session(s) will be mutually facilitated with both the Employer and the Union within three (3) months of the signing of the Collective Agreement.

#### **ARTICLE 4 - UNION SECURITY**

#### 4.01 <u>Recognition</u>

(a) 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 Labour 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, working 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.

- (b) No Employee covered by this Agreement will 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.
- (c) A representative of the Union will have the opportunity to make a presentation to a new Employee or group of new Employees of up to thirty (30) minutes without loss of pay within three (3) working days from date of hire, for Union orientation purposes, at a mutually agreeable time. The Union and the Employer will make joint reasonable efforts to accommodate the presentations in groups of Employees starting in the same area around the same time so that multiple individual presentations are not done when unnecessary.

#### 4.02 <u>Membership</u>

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

#### 4.03 Union Dues Deductions

The Employer will deduct, by payroll deduction, from every Employee Union dues as levied by the Union. Union dues deductions will be forwarded to CUPE National, not later than ten (10) working 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 will not be liable for any actions arising out of the operation of this Article.

#### 4.04 Bulletin Boards

The Union will 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.

## **ARTICLE 5 - DEFINITIONS**

#### 5.01 Probationary Period

- (a) The Probationary Period will 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 permanent part-time or fulltime basis.

#### 5.03 Employee Definitions

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

- (a) A Permanent Employee is a part-time or full-time Employee who occupies an established position and who has completed the probationary period.
- (b) 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.
  - (i) 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.

- (ii) A break in service will be determined as being more than three (3) consecutive months.
- (iii) 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)
- (c) 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 (Hours of Work).
- (d) A Full-Time Employee is a permanent Employee who works regularly scheduled hours of work as established in Clause 6.01 (Hours of Work).
- (e) A Probationary Employee is:
  - (i) Any Employee who occupies an established position and has not completed the probationary period.
  - (ii) A Temporary Employee who is the successful applicant on a permanent posting will 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.
- (f) 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 <u>Supervisor</u>

When used in this Collective Agreement will mean the Employee's immediate non-union supervisor.

#### 5.05 Union Representation

Union Representation is any Executive, Shop Stewards, Site Reps, or National Representative.

## **ARTICLE 6 - WORKING CONDITIONS**

#### 6.01 <u>Hours of Work</u>

Regular hours of work for all full-time Employees will 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 will be scheduled to work a five (5) day, forty (40) hour week, Saturday to Friday.

#### For alternate schedules:

Recreation – Letters of Understanding #1, #5 & #8 Transportation – Letter of Understanding #2 Enforcement Services – Letters of Understanding #9 Transit – Letter of Understanding #10 Mobile Outreach Program – Letter of Understanding #12

#### 6.02 Day Shift

Day shift is any shift that starts between 4:00 a.m. and 11:59 a.m. and will 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.

- (a) Notwithstanding 6.02 (Day Shift) 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 will be paid at their regular rate of pay for that period and the length of their work day will be reduced accordingly.
- (b) Where an Employee or work crew is working through a meal break pursuant to 6.02(a), 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 will not be unreasonably denied.

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

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

## 6.03 Afternoon Shift

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

## 6.04 <u>Midnight Shift</u>

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

#### 6.05 Shift Rotation - Continuous Operations

Employees who work in relays with regular changes of shift from day to afternoon, to midnight, to day will 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 will 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 will give a minimum of one day off in between for the Employee to adjust.

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

- (a) Not start the subsequent shift until a full eight (8) hours has elapsed since the end of the Employee's prior shift but will 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.

#### 6.06 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 will apply on the first day of the change:

- (a) Forty-eight (48) hours written notice will be given of the change. 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 will not be prejudiced by overtime worked in the previous shift.

6.07 All shift schedules will 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 will adhere to all regulations specified in this Agreement unless prior agreement by the Union has been obtained in writing.

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

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

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

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

#### 6.10 Overtime

- (a) All hours worked outside the regular hours of work, as defined in Article 6.01 (Hours of Work), on days off, and on General holidays will be considered overtime and will be paid at two (2) times the Employee's regular rate of pay.
- (b) An Employee's minimum vacation requirements, as per *Alberta Employment Standards*, must be taken prior to accessing banked overtime.
  - (i) An Employee may choose to bank overtime at the rate specified in Article 6.10(a) (Overtime). Such banked time will be taken off at a time mutually agreeable between the Employee and the Employer. Overtime bank will not exceed eighty (80) hours.
  - (ii) Due to requirements for operational efficiency, some specific job functions may not be able to accommodate time off in lieu of overtime.
  - (iii) The Employer will 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.
  - (iv) Prior to any pay period close, an Employee may request pay out of a portion, or all of the overtime bank.
- (c) Employees called back to work after completing their regular shift will 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.
- (d) Subject to the requirement for operational efficiency, overtime will be distributed as follows:
  - (i) 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.
  - (ii) 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 will be considered "distinct".

- (iii) Next priority would then be given to qualified staff occupying an established position from another classification but still within that Department.
- (iv) Next priority would then be given to qualified temporary staff from that Department.
- (v) The last priority goes to qualified staff occupying an established position from another Department.
- (e) In all cases the Supervisor requesting the work is required to clearly identify the work to be performed and the classification required.
- (f) The Supervisor will review overtime and post reports at least monthly to ensure overtime is fairly distributed.
- (g) The administration of this Clause will not require the call-back of an Employee where another qualified Employee is available and on duty.
- (h) A person on standby will refer to departmental standby guidelines when performing standby duties.
  - (i) Notwithstanding the above, a person on standby will respond and may perform duties they are qualified for.

#### 6.11 Shift Premium

A one dollar and seventy-five cents (\$1.75) per hour shift premium will be paid 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.

#### 6.12 <u>Reporting Pay</u>

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

Any Employee who starts work and is then sent home will 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 will be paid for the amount of time they were scheduled to work to a minimum of two (2) hours.

#### 6.13 <u>Stand-by Pay</u>

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).

#### 6.14 Statement of Earnings

The Employer will provide electronic access to each Employee 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 will report on the amount of Union dues paid by each Employee in the previous year.

#### 6.15 Rest Periods

Employee paid rest breaks will 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 will be entitled to a ten (10) minute break in the last two (2) hours of their shift.

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

#### 6.16 Travel Time

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.

#### **ARTICLE 7 - EMPLOYEE BENEFITS**

## 7.01 <u>General Holidays</u>

The following will be General Holidays:

New Year's DayLabour DayFamily DayNational Day for Truth and ReconciliationGood FridayThanksgiving DayVictoria DayRemembrance DayCanada DayChristmas DayCivic Holiday- AugustBoxing Day

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, will be entitled to two (2) hours off on Christmas Eve. Such extra time off will be granted on a rotating basis in order to not interrupt the continuous service of the Employer.

(a) All paid General Holidays named in this Collective Agreement will 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 will 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 will be based on the average rate of pay of the previous pay period.

- (b) Casual Employees will be paid five percent (5%) of their basic rate earnings to compensate for General Holidays.
- (c) No benefit will 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 will reimburse the Employee for receipted costs of such proof of illness.
- (d) When an Employee works on a General Holiday, the Employee will be entitled to take a regular working day off in lieu of such holiday or pay in lieu. Such day off in lieu will be requested by the Employee prior to the General Holiday or pay in lieu will be paid. Such day off in lieu will be taken at a mutually agreed date between the Employee and their Supervisor.
- (e) Paid time off, or pay in lieu thereof, for a General Holiday will be paid on the basis of the length of the Employee's regular shift at the straight time rate.

## 7.02 Floating Holiday

- (a) There will 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.
- (b) Floating holidays may be accrued to a maximum of four (4) days.
- (c) Paid time off, or pay in lieu thereof, for a Floating Holiday will be paid on the basis of eight (8) hours pay at the straight time rate.

#### 7.03 Annual Vacations

- (a) Annual vacation accrual for Employees occupying established positions on less than a full-time basis will be pro-rated.
- (b) Employees occupying established positions on a full-time (forty hours per week) basis will be entitled to annual vacation leave accrual in accordance with the following:

No. of Years on the Employee's	No. of Working Hours
Anniversary Date	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.

Temporary and casual Employees will 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.

(c) Where an Employee qualified for sick leave or bereavement leave during their period of vacation, there will 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 will either be added to the vacation period or reinstated for use at a later date by mutual consent of both parties. The absences will then be properly coded as sick leave or bereavement leave.

## 7.04 Leave of Absence

- (a) Employee(s) desiring leave of absence must apply to their immediate Supervisor in writing. Should their application be refused, they will have the right to appeal to the City Manager.
- (b) 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.
- (c) When an Employee overstays their leave of absence for three (3) working days without permission of the Employer, they will automatically forfeit their position with the Employer.

#### 7.05 Grievance and Negotiations Union Business

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

- (a) 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 will be granted leave of absence with pay [subject to Article 7.05(b)] for this purpose. The Employer reserves the right to refuse such leave of absence.
- (b) An Employee on an approved Union leave of absence will 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 will bill the Union for all pay and benefits paid. The Union, upon receipt of the billing will reimburse the Employer forthwith.
- (c) 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, will 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.
- (d) 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 three (3) weeks to a maximum of twenty-four (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.

#### 7.06 Bereavement Leave

Employees having completed ninety (90) days service with the Employer will 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, common law, 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, brotherin-law, grandparent of spouse, or legal guardian.

(a) 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 400 kilometers from Grande Prairie.

## 7.07 Sick Leave

- (a) Permanent Employees will 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 will be deducted from the Employee's accumulated sick leave.
- (b) Probationary Employees and temporary Employees will be entitled to one (1) day of sick leave with pay per month on a pro rata basis.
- (c) All Aquatics, and Transit, Employees will advise the Employer of sickness a minimum of two (2) hours (barring unforeseeable extenuating circumstances) prior to the commencement of their shift. All other Employees will advise the Employer of sickness a minimum of thirty (30) minutes prior to the commencement of their shift. The Employer will 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.
- (d) When an Employee receives benefits under the Long-Term Disability Insurance Plan, payments made by the Employer under this Clause will cease upon the date of the first payment and for as long as the Employee is receiving such benefit.
- (e) An Employee will not lose, accrue, or have access to sick leave benefits while on lay off.
- (f) Temporary Employees will not lose their accumulated sick leave if a break of employment occurs and is less than three months.

#### 7.08 Family Leave

In case of illness of a spouse or dependent, an Employee will 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 Article 7.07(c) (Sick Leave) will apply to this clause.

## 7.09 Parental Leave

- (a) Parental leave will be granted by the Employer to a permanent Employee who has worked for the Employer for the minimum number of weeks required by the *Alberta Employment Standards Code* upon the impending birth of a child.
- (b) Leave will 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.
- (c) Request for maternity or parental leave must be made in writing a minimum of two (2) weeks prior to the date the individual intends to commence maternity or parental leave, and the application will 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 will continue the Employee's benefits listed under Articles 7.11 (Alberta Health Care Insurance), 7.12, (Group Life Insurance, Accidental Death and Dismemberment Insurance, Extended Health Benefit, and Dental Group Insurance) and 7.13 (Long-Term Disability) provided the Employee pays their share.
- (d) An Employee on maternity or parental leave will provide the Employer with two (2) weeks written notice of the date she wishes to return to work and upon their return to work they will be placed in the same classification held immediately prior to 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 their return to work, they will be deemed to have resigned their position.
- (e) 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.
- (f) In the event of childbirth, a permanent Employee, being the legal or common law partner of the mother, will be permitted to use the Family Leave period provided in Article 7.08 (Family Leave) and will be permitted the parental leave without pay after the minimum number of weeks worked required by the *Alberta Employment Standards Code* for parental leave.

#### 7.10 Pension Plan

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

#### 7.11 Alberta Health Care Insurance

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

- 7.12 Group Life Insurance, Accidental Death and Dismemberment Insurance, Extended Health Benefit, and Dental Group Insurance
  - (a) The Employee will pay 100% of the premium to the group life insurance and the Employer will pay 100% of the premium for accidental death and dismemberment insurance.
    - (i) Extended health and dental claims reimbursement will be provided by the Employer, premiums 100% Employer paid.
    - (ii) The plans will cover eligible Employees and their dependents.
  - (b) Prior to any Employer initiated changes to the group insurance benefits, the Employer agrees to discuss such contemplated changes with the Union Representatives.
    - (i) The Employer and the Union agree that such discussion will take place through the Benefit Advisory Team.
    - (ii) 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.
    - (iii) Membership for the Benefit Advisory Team will include one (1) CUPE Representative.

#### 7.13 Long-Term Disability

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

## 7.14 <u>Eligibility</u>

"Eligible Employee(s)" in Clauses 7.12 (Group Life Insurance, Accidental Death and Dismemberment Insurance, Extended Health Benefit, and Dental Group Insurance) and 7.13 (Long-Term Disability) 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.

(a) Benefits for Temporary Employees

Extended health and dental claims reimbursement will 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.

- 7.15 Application of Agreement to Shift Schedules which incorporate shifts exceeding eight (8) hours.
  - (a) Employee entitlements under the following Clauses will be earned and calculated in hours, based on eight (8) hours equals one (1) day: 7.03 (Annual Vacations), 7.06 (Bereavement Leave), 7.07 (Sick Leave) and 7.08 (Family Leave).
  - (b) Where an Employee is absent from work for reasons of annual vacation, sick leave or bereavement leave, they will 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 7.15(a) and their entitlement will 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 will be granted, on request, additional time off without pay to create a total bereavement leave of five (5) work days or seven (7) work days, as applicable.

#### 7.16 Service Recognition

One time service recognition, less all applicable deductions, 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 twenty-five (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 onetime payment of \$6000.00 will be paid to an Employee.

#### 7.17 Job Protected Leaves

To the extent that any of the leaves in this Article 7 overlap with statutorily permitted leaves in the *Alberta Employment Standards Code*, it is understood that leave days provided pursuant to this Collective Agreement will also count towards the Employer's overlapping compliance with the *Alberta Employment Standards Code*. Further any leaves permitted pursuant to the *Alberta Employment Standards Code* that exceed the entitlement of this Collective Agreement, will also be available to Employees, as required by the *Alberta Employment Standards Code*. Current additional *Alberta 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

CUPE Local 787 and City of Grande Prairie Collective Agreement January 1, 2022 to December 31, 2024

- Personal and family responsibility leave
- Citizenship ceremony leave

#### 7.18 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 will 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.

## 7.19 Mental Health Support

The Employer will provide mental health support in the form of a debrief within forty-eight (48) hours of a serious incident (such as a fatality or life-threatening injury) for all affected Employees.

## **ARTICLE 8 - SENIORITY**

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

#### 8.02 Seniority for Casual Employees

Effective January 1, 2023, a casual Employee whose status changes from casual to an established position (permanent part-time or full-time position) will, after this status change, have their seniority calculated by taking their total hours worked as a casual Employee from the date of hire and dividing by 2080 hours (one year).

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 (Probationary Period) and 5.03(e) (Probationary Employee) of the Collective Agreement.

## 8.03 Seniority for Temporary Employees

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) consecutive months, then seniority will be back dated and accrued from the date the consecutive temporary employment commenced but will not include breaks in employment greater than three (3) consecutive months.

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 (Probationary Period) and 5.03 (e) (Probationary Employee) of the Collective Agreement.

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

8.05 Seniority is defined as the length of service in the bargaining unit and will 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 will operate on a bargaining unit-wide basis.

- 8.06 For Transit Department, "internal seniority" will apply as per Letter of Understanding # 6 Transit/Security. 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 will apply. If the candidates applying for positions have the same seniority dates, will be decided in alphabetical order by last name on the date of hire.
- 8.07 An Employee will 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 will 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 forty-eight (48) hours; 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.
- 8.08 The Employer will maintain an up-to-date seniority list showing the date upon which each Employee's service commenced. An up-to-date seniority list will be sent to the Union every three (3) months.
- 8.09 If an Employee is transferred to a supervisory position or any other position not covered by this agreement, they will retain and accumulate their seniority in the position from which they were transferred for a maximum of ninety (90) working days.
- 8.10 Layoffs and Rehiring
  - (a) 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 will be laid off in the reverse order of their seniority. Employees laid off may exercise their seniority rights over any Employee with the least amount of seniority in that classification, provided they have the necessary qualifications. In the event there is a vacant position in that classification, that position will be deemed the least senior.
  - (b) Permanent Employees will be recalled in the order of their seniority providing they are qualified to do the work. If an Employee's required certification(s)/requirements expire due to no fault of their own while on lay-off, the Employer will provide certification training to the Employee. No new Employees will be hired until the permanent Employees laid off have been given an opportunity for re-employment.
  - (c) Employees are not required to accept recall to a lower paying position and will remain eligible for recall for the full twelve (12) months.

- (d) 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 will 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.
- (e) In the event of a seasonal layoff, the Employer will 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 will be paid in lieu of work for the part of ten (10) days during which work was not available.
- (f) The Employer agrees to provide written notice or pay in lieu of notice equal to the minimum requirements of Section 56 of the *Alberta Employment Standards Code*, as amended from time to time for temporary Employees who have been employed continuously for more than ninety (90) calendar days.
- (g) 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.

## 8.11 Promotions and Staff Changes

- (a) Prior to filling a vacant position(s) covered by the terms of this Agreement, the Employer will notify the Union in writing (an electronic copy of the posting will be provided to the President, General Vice-President, and 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 an application. If there are no qualified internal applicants, the Employer will continually post internally each time it is advertised externally.
- (b) The Employer will notify the Union in writing (an electronic copy of vacant positions will be provided to the President, General Vice-President, and Recording Secretary of the Local) and will initiate a vacant review process within thirty (30) days of an established position becoming vacant and advise the Union. The Employer will post a list in each department showing all permanent positions. This list will be updated whenever a vacant review process has created a change in that department.
- (c) Both parties recognize that job opportunity should increase in proportion to seniority and qualifications. In making staff changes, in any department, such appointments will 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 will be the determining factor. The successful applicant will be placed on a trial period of one (1) month. Conditional upon satisfactory service, such trial period will become permanent after one month. In the event the applicant proves unsatisfactory, they will be returned to their former position and wage rate without loss of seniority. An Employee on trial period will have the right to return to their former position within one (1) month if they so desire.

- (d) If there are no qualified applicants from permanent staff, the Employer may appoint an internal applicant with the demonstrated aptitude an opportunity to learn the position tasks. The successful applicant will be placed on a trial period as per Article 8.11(c) to be determined by the Employer prior to posting. In the event the applicant proves unsatisfactory, they will be returned to their former position and wage rate without loss of seniority. An Employee on trial period will have the right to return to their former position within the trial period if they so desire. This will not restrict the Employer from selecting qualified external applicants.
- (e) If there are no successful permanent applicants then qualified temporary and casual applicants, currently employed, will be considered before external candidates.
- (f) A qualified temporary applicant will be hired in preference to any external candidate if:
  - (i) The qualified temporary applicant is currently employed in the classification being hired for at least twelve (12) consecutive months and;
  - (ii) The qualified temporary applicant's performance and conduct record is at least satisfactory in all areas.
- 8.12 The Recording Secretary, President, General Vice-President, 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.

#### **ARTICLE 9 - GRIEVANCE PROCEDURE**

## 9.01 Definition of Grievance

A grievance under this Agreement will 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 will 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 will 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 will be adhered to by both parties, provided that when submitting the grievance, the Union will 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 will be entered at step 2 and will 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 will 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 wish, 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 will 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 will 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, will 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 will meet with the Employer Representative, the Grievor and/or the Union, in hope of resolving the matter. The City Manager will 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 will be Chairman, will be jointly appointed by the Union and the Employer. In the event the Chairman cannot be agreed upon, the Minister of Labour will make this appointment.

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

## 9.03 <u>Mediation</u>

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

#### 9.04 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 by-passed.

#### 9.05 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, will not be deemed to have prejudiced the Union on any future identical grievance.

#### 9.06 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" will be considered as the days on which City Hall offices are open to the Public.

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

A Shop Steward will first obtain permission from their immediate supervisor to investigate a grievance, such permission will not be unduly withheld.

## **ARTICLE 10 - NEW CLASSIFICATIONS & RE-CLASSIFICATIONS**

- 10.01 Any new classifications established by the Employer will 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 or re-classification and suggested rate of pay. The Union will have thirty (30) working 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 will 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 Labour Relations Committee yearly 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 Labour Relations Committee for discussion.
- 10.04 Job Description

The Union will be supplied with all job descriptions that fall in the scope of the bargaining unit and as changes occur. When the Employer intends to add or remove duties, the classification concept(s) job description(s) will be referred to the Labour Relations Committee for discussion.

## **ARTICLE 11 - JOB TRAINING**

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

Employees can apply in writing to the Employer to access funds for further training and career development. Requests will be considered in accordance with Employer policies, procedures, and availability of funds. If the request is denied for any reason, the Employer will meet with the Employee and their Union Representative to discuss the rationale for the denial.

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

During the training period, the trainee will 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 will 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 in writing to the Department Manager.

Supervised training will be arranged during the regular working hours by the exchange of position for a period of forty (40) hours after which the Employee will be notified if qualified or will be allowed an additional forty (40) hours supervised training. An Employee completing a maximum of eighty (80) hours will become qualified or will 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 perform the duties of the higher classification for a period in excess of one (1) cumulative hour in a shift, they will be paid at the higher rate for the hours worked in the higher classification.

#### ARTICLE 12 - PAY DAYS

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

## **ARTICLE 13 - CREW CHIEF**

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

## **ARTICLE 14 - SAFETY FOOTWEAR ALLOWANCE**

Permanent Employees and/or temporary Employees with six (6) months continuous service and require safety footwear as a condition of employment will 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 will be refurbished.

## **ARTICLE 15 - TOOL ALLOWANCE**

A tool allowance of ninety (\$90.00) dollars per month will be paid to Journeyman Mechanics and Welders, providing customary tools of the trade are carried.

## ARTICLE 16 - AQUATIC SWIMWEAR/FOOTWEAR ALLOWANCE

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 every odd numbered year, the two hundred dollars (\$200.00) will be refurbished.

## **ARTICLE 17 - PRESCRIPTION SAFETY GLASSES**

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

#### **ARTICLE 18 - VOLUNTEER POSITIONS**

The parties agree that community engagement in City activities builds stronger communities. Therefore, the Employer will provide regular updates on the use of volunteers and their duties.

Volunteers will not perform bargaining unit work unless the Union has given permission. Therefore, the role of the volunteer should be minimal and tailored without compromising the integrity of the bargaining unit.

# CANADIAN UNION OF EMPLOYEES LOCAL 787

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6,2023 Date:

## **CITY OF GRANDE PRAIRIE**

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## 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. 9 Enforcement Services – Hours of Work

#### Transit

- No. 6 Seniority
- No. 7 Paid Training Rate
- No. 10 Transit Hours of Work

## Other

- No. 3 Recreation Honorarium
- No. 4 Apprenticeships
- No. 8 Split Positions
- No. 11 Employment Opportunities/Disabilities Program
- No. 12 Outreach Worker Classification
- No. 13 Enforcement Safe City Roads Initiative
- No. 14 Parks and Transportation

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CATEGORY		Jan 1, 2022			Jan 1, 2023			Jan 1, 2024	
CLASSIFICATION		1.7%			1.9%			1.9%	
	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	31.27	31.92	32.56	31.86	32.53	33.18	32.47	33.15	33.81
By-Law Enforcement Officer II	36.80	37.54	38.29	37.50	38.25	39.02	38.21	38.98	39.76
By-Law Enforcement Officer III	38.47	39.25	40.03	39.20	40.00	40.79	39.94	40.76	41.57
Senior By-Law Enforcement Officer	42.47	43.30	44.17	43.28	44.12	45.01	44.10	44.96	45.87
Peace Officer I	40.50	41.31	42.13	41.27	42.09	42.93	42.05	42.89	43.75
Peace Officer II	43.55	44.42	45.32	44.38	45.26	46.18	45.22	46.12	47.06
Senior Peace Officer	47.53	48.49	49.47	48.43	49.41	50.41	49.35	50.35	51.37
HOME SUPPORT									
Home Support I	22.91	23.36	23.83	23.35	23.80	24.28	23.79	24.25	24.74
Home Support II	29.85	30.45	31.06	30.42	31.03	31.65	31.00	31.62	32.25
EQUIPMENT OPERATION									
Light Equipment Operator	35.07	35.77	36.46	35.74	36.45	37.15	36.42	37.14	37.86
Heavy Equipment Operator	37.44	38.21	38.96	38.15	38.94	39.70	38.87	39.68	40.45
FACILITY MAINTENANCE									
Custodial Worker I (Probation & Temp)	30.54	31.15	31.77	31.12	31.74	32.37	31.71	32.34	32.99
Custodial Worker II	31.38	31.98	32.63	31.98	32.59	33.25	32.59	33.21	33.88
Custodial Lead Hand	36.77	37.50	38.26	37.47	38.21	38.99	38.18	38.94	39.73
Facility Worker	35.07	35.77	36.46	35.74	36.45	37.15	36.42	37.14	37.86
Journeyman Facility Worker	38.82	39.59	40.39	39.56	40.34	41.16	40.31	41.11	41.94
Journeyman Electrician	46.66	47.58	48.54	47.55	48.48	49.46	48.45	49.40	50.40
Journeyman Plumber/Gasfitter	46.66	47.58	48.54	47.55	48.48	49.46	48.45	49.40	50.40
Journeyman Carpenter				42.36	43.23	44.09	43.16	44.05	44.93
Facility Worker - Power Engineer	38.82	39.59	40.40	39.56	40.34	41.17	40.31	41.11	41.95
Refrigerator AC Mechanic				47.55	48.48	49.46	48.45	49.40	50.40
FLEET SYSTEM									
Journeyman Auto Mechanic	47.13	48.06	49.03	48.03	48.97	49.96	48.94	49.90	50.91
Journeyman Dual Mechanic	48.10	49.06	50.05	49.01	49.99	51.00	49.94	50.94	51.97

CUPE Local 787 and City of Grande Prairie Collective Agreement January 1, 2022 to December 31, 2024

	-	Effective			Effective			Effective	
CATEGORY		Jan 1, 2022			Jan 1, 2023			Jan 1, 2024	
CLASSIFICATION		1.7%			1.9%			1.9%	
	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
Journeyman HD Mechanic				48.03	48.97	49.96	48.94	49.90	50.91
Parts Person I	35.07	35.77	36.46	35.74	36.45	37.15	36.42	37.14	37.86
Parts Person It	38.82	39.59	40.39	39.56	40.34	41.16	40.31	41.11	41.94
Pickup & Delivery Person	33.34	34.01	34.70	33.97	34.66	35.36	34.62	35.32	36.03
Service Person	36.77	37.52	38.26	37.47	38.23	38.99	38.18	38.96	39.73
Utility Worker	34.31	35.02	35.72	34.96	35.69	36.40	35.62	36.37	37.09
Fleet Lead Hand I	50.52	51.53	52.56	51.48	52.51	53.56	52.46	53.51	54.58
Fleet Lead Hand It	51.13	52.16	53.20	52.10	53.15	54.21	53.09	54.16	55.24
Journeyman Welder I	44.87	45.78	46.69	45.72	46.65	47.58	46.59	47.54	48.48
Journeyman Welder II				49.01	49.99	51.00	49.94	50.94	51.97
LABOURER									
Seasonal Labourer (6 months or less)	22.79	23.27	23.71	23.22	23.71	24.16	23.66	24.16	24.62
Temporary Labourer (greater than 6 months)	31.27	31.92	32.56	31.86	32.53	33.18	32.47	33.15	33.81
Labourer (Established)	33.34	34.01	34.70	33.97	34.66	35.36	34.62	35.32	36.03
MAINTENACE						-			
Maintenance Worker I	34.31	35.05	35.72	34.96	35.72	36.40	35.62	36.40	37.09
Maintenance Worker II	35.07	35.76	36.46	35.74	36.44	37.15	36.42	37.13	37.86
PARKS								:	
Autonomous Mowbot Technician				23.22	23.71	24.16	23.66	24.16	24.62
Integrated Pest Management Technician	38.98	39.77	40.54	39.72	40.53	41.31	40.47	41.30	42.09
Integrated Pest Management	44.52	45.40	46.31	45.37	46.26	47.19	46.23	47.14	48.09
Pest Management Coordinator	47.00	47.90	48.82	47.89	48.81	49.75	48.80	49.74	50.70
Parks Lead Hand	41.57	42.42	43.27	42.36	43.23	44.09	43.16	44.05	44.93
Muskoseepi Park Lead Hand	41.57	42.42	43.27	42.36	43.23	44.09	43.16	44.05	44.93
Parks Lead Hand Cemetery				42.36	43.23	44.09	43.16	44.05	44.93
Weed Inspector	35.07	35.77	36.46	35.74	36.45	37.15	36.42	37.14	37.86
Arborist	36.26	36.98	37.71	36.95	37.68	38.43	37.65	38.40	39.16
Landscape Gardner	36.26	36.98	37.71	36.95	37.68	38.43	37.65	38.40	39.16
Planning Technician	38.99	39.76	40.56	39.73	40.52	41.33	40.48	41.29	42.12

		Effective			Effective			Effortivio	
CATEGORY		Jan 1, 2022			Jan 1. 2023			Jan 1, 2024	
CLASSIFICATION		1.7%			1.9%			1.9%	
	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									
Arena Service Assistant	27.69	28.25	28.81	28.22	28.79	29.36	28.76	29.34	29.92
Arena Attendant	34.47	35.17	35.86	35.12	35.84	36.54	35.79	36.52	37.23
Arena Lead hand	41.57	42.42	43.26	42.36	43.23	44.08	43.16	44.05	44.92
Event Worker	22.79	23.27	23.71	23.22	23.71	24.16	23.66	24.16	24.62
Operations Worker I	34.47	35.17	35.86	35.12	35.84	36.54	35.79	36.52	37.23
Operations Worker II	39.10	39.83	40.58	39.84	40.59	41.35	40.60	41.36	42.14
Guest Services I	19.34	19.76	20.14	19.71	20.14	20.52	20.08	20.52	20.91
Guest Services II	25.28	25.79	26.31	25.76	26.28	26.81	26.25	26.78	27.32
Aquatics Instructor I	22.91	23.36	23.83	23.35	23.80	24.28	23.79	24.25	24.74
Aquatics Instructor II	24.04	24.53	25.02	24.50	25.00	25.50	24.97	25.48	25.98
Fitness Assistant	21.91	22.32	22.78	22.33	22.74	23.21	22.75	23.17	23.65
Fitness Consultant	28.86	29.44	30.02	29.41	30.00	30.59	29.97	30.57	31.17
Fitness Instructor I	32.82	33.48	34.16	33.44	34.12	34.81	34.08	34.77	35.47
Fitness Instructor II	35.82	36.53	37.28	36.50	37.22	37.99	37.19	37.93	38.71
Fitness Instructor III	38.77	39.54	40.34	39.51	40.29	41.11	40.26	41.06	41.89
Weight Room Attendant	22.78	23.24	23.71	23.21	23.68	24.16	23.65	24.13	24.62
Lifeguard I	26.63	27.15	27.68	27.14	27.67	28.21	27.66	28.20	28.75
Lifeguard II	28.86	29.44	30.02	29.41	30.00	30.59	29.97	30.57	31.17
Lifeguard III	32.20	32.84	33.52	32.81	33.46	34.16	33.43	34.10	34.81
Lifeguard IV	34.70	35.34	35.99	35.36	36.01	36.67	36.03	36.69	37.37
Junior Lifeguard	23.17	23.62	24.09	23.61	24.06	24.55	24.06	24.52	25.02
Senior Lifeguard	35.21	35.92	36.63	35.88	36.60	37.33	36.56	37.30	38.04
Pool Operator	35.08	35.77	36.47	35.75	36.45	37.16	36.43	37.14	37.87
Pool Operator Lead hand	39.34	40.12	40.91	40.09	40.88	41.69	40.85	41.66	42.48
Kids Place Coordinator	32.22	32.87	33.54	32.83	33.49	34.18	33.45	34.13	34.83
Kids Place Program Assistant Instructor	18.94	19.30	19.70	19.30	19.67	20.07	19.67	20.04	20.45
Kids Place Program Instructor I	20.93	21.37	21.78	21.33	21.78	22.19	21.74	22.19	22.61
Kid's Place Program Instructor II	30.86	31.47	32.09	31.45	32.07	32.70	32.05	32.68	33.32
Program Instructor II	18.94	19.30	19.70	19.30	19.67	20.07	19.67	20.04	20.45

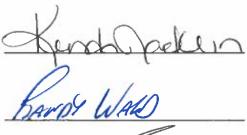
CUPE Local 787 and City of Grande Prairie Collective Agreement January 1, 2022 to December 31, 2024

		Effective			Effective			Effective	
CATEGORY		Jan 1, 2022			Jan 1, 2023			Jan 1, 2024	
CLASSIFICATION		1.7%			1.9%			1.9%	
	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
Program Instructor IIt	20.93	21.37	21.78	21.33	21.78	22.19	21.74	22.19	22.61
Program Instructor IV	22.91	23.36	23.83	23.35	23.80	24.28	23.79	24.25	24.74
Program Instructor V	26.85	27.40	27.95	27.36	27.92	28.48	27.88	28.45	29.02
Program Instructor VI	30.86	31.47	32.09	31.45	32.07	32.70	32.05	32.68	33.32
Special Events Programmer	22.91	23.36	23.83	23.35	23.80	24.28	23.79	24.25	24.74
MCC Operations Worker				33.21	33.88	34.54	33.84	34.52	35.20
CKC Logistics Worker Assist				23.69	24.16	24.64	24.14	24.62	25.11
CKC Logistics Worker I				25.83	26.35	26.87	26.32	26.85	27.38
CKC Logistics Worker II				27.94	28.50	29.06	28.47	29.04	29.61
Operations Worker Lead Hand				42.36	43.23	44.09	43.16	44.05	44.93
TRANSPORTATION									
Transportation Lead Hand	41.57	42.42	43.27	42.36	43.23	44.09	43.16	44.05	44.93
Concrete Finisher	40.68	41.50	42.31	41.45	42.29	43.11	42.24	43.09	43.93
Traffic Signal Technician I	48.08	49.05	50.04	48.99	49.98	50.99	49.92	50.93	51.96
Traffic Signal Technician II	50.49	51.52	52.55	51.45	52.50	53.55	52.43	53.50	54.57
Traffic Control Devices Repair & Maint.	34.31	35.02	35.61	34.96	35.69	36.29	35.62	36.37	36.98
Signs & Markings Tech I	35.07	35.77	36.46	35.74	36.45	37.15	36.42	37.14	37.86
TRANSIT								-	
Transit Operator Trainee	22.87			23.30			23.74		
Transit Operator	35.07	35.77	36.46	35.74	36.45	37.15	36.42	37.14	37.86
Transit Lead Hand	37.46	38.23	38.99	38.17	38.96	39.73	38.90	39.70	40.48
Transit Utility Worker	34.31	35.02	35.72	34.96	35.69	36.40	35.62	36.37	37.09
COMMUNITY BUS OPERATOR									
Community Bus Operator Trainee	21.96			22.38			22.81		
Community Bus Operator	28.41	28.97	29.55	28.95	29.52	30.11	29.50	30.08	30.68
PARA TRANSIT		:							
Para Transit Operator Trainee				22.38			22.81		
Para Transit Operator				28.95	29.52	30.11	29.50	30.08	30.68

		Effective			Effective			Effective	
CATEGORY		Jan 1, 2022			Jan 1, 2023			Jan 1, 2024	
CLASSIFICATION		1.7%			1.9%			1.9%	
	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
MOBILE OUTREACH									
Needle Mitigation Worker				23.83	24.31	24.80	24.28	24.77	25.27
Outreach Worker I				30.72	31.33	31.97	31.30	31.93	32.58
Outreach Worker II				34.05	34.74	35.43	34.70	35.40	36.10

### AGREED

CANADIAN UNION OF EMPLOYEES LOCAL 787



Corrie Crowk

Date: ,2023 le

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Ly 6, 2023 Date

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")

#### Re: Recreation - Arena Attendant/Hours of Work

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 will 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 will 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 will be equally distributed among permanent Employees throughout the shift cycle.
- 3. 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.
- 4. No Employee will be permitted to work the next consecutive shift upon completion of their regularly scheduled shift.
- 5. A copy of the work schedule(s), setting out the designated work shifts of all Employees, will 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 will be forty (40).

Signed this \_\_\_\_\_ day of \_\_\_\_\_\_, 2023, in the City of Grande Prairie in the Province of Alberta.

CANADIAN UNION OF EMPLOYEES LOCAL 787

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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")

#### Re: Transportation/Parks

The Union and the Employer may mutually agree to the following provisions when deemed beneficial to both the Union and the Employer: will 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;
(c)	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 will be effective without at least fourteen (14) calendar days notice in writing by one party to the other.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2023, in the City of Grande Prairie in the Province of Alberta.

CANADIAN UNION OF EMPLOYEES LOCAL 787

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**CITY OF GRANDE PRAIRIE** 

CUPE Local 787 and City of Grande Prairie Collective Agreement January 1, 2022 to December 31, 2024

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")

#### Re: Recreation Honorarium

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 will be effective without at least six (6) months' notice in writing by one party to the other.

Signed this day of	, 2023 in the City of Grande Prairie in the Province of
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CANADIAN UNION OF EMPLOYEES

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**CITY OF GRANDE PRAIRIE** 

CUPE Local 787 and City of Grande Prairie Collective Agreement January 1, 2022 to December 31, 2024

#### 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")

#### Re: Apprenticeship

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

When filling a position that requires a Tradesperson ticket (example: mechanic, electrician, etc.), the Employer will consider and interview internal applicants that apply indicating a wish to apprentice. However, external applicants can be considered at the same time and the Employer is under no obligation to hire an internal applicant to apprentice instead of qualified external candidate. If the Employer selects an external candidate, the Employer will inform the Executive of the Union in writing of their rationale.

- 1. The responsibilities of Employees in the apprentice classifications will be those outlined in the classification concepts.
- 2. 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.
- 3. The apprentice's wages and benefits will be maintained while in attendance at school with the provision that a passing grade must be attained. The annual tuition fees will also be paid by the Employer. A return of service agreement must be signed by the Employee.

This Letter of Understanding will remain in full force and effect for the life of the Collective Agreement. 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 Province of Alberta.	, 2023, in the City of Grande Prairie in the
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# CANADIAN UNION OF EMPLOYEES LOCAL 787

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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")

#### Re: Recreation Pool Staff

In accordance with Article 6 (Hours of Work) 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 permanent Employees employed as Pool Staff in the Aquatics Department Eastlink Centre, and Grande Prairie Outdoor Pool.
- 2. The Work Schedule will conform to the following specifications:
  - a) seven (7) day maximum consecutive days of work,
  - b) days off between work shifts will 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, will be posted in a conspicuous place where it can be seen by all affected Employees.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ \_, 2023, in the City of Grande Prairie in the

CANADIAN UNION OF EMPLOYEES LOCAL 787

Opril Cron

CUPE Local 787 and City of Grande Prairie Collective Agreement January 1, 2022 to December 31, 2024

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")

#### Re: Transit/Seniority

The Employer and the Union hereby agree that:

1. For the purpose of calculating the entitlement to annual vacation pursuant to Article 7.03(b) (Annual Vacations) 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(b), 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
Maillet, Roland	29/03/2007
Jorde, Kimberly	08/09/2008
Horner, Claude	12/05/2009
Fortier, Denise	09/08/2011
Tinworth, Robert	16/03/2013

2. Further, all of the Employees listed above in Section 1 of this Letter of Understanding will 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 \_\_\_\_\_\_, 2023, in the City of Grande Prairie in the

CANADIAN UNION OF EMPLOYEES LOCAL 787

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**CITY OF GRANDE PRAIRIE** 

BETWEEN

#### THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 787

(the "Union")

AND

#### THE CITY OF GRANDE PRAIRIE

(the "Employer")

#### Re: Transit/Paid Training Rate

The Paid Training Rate (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 will remain in full force and effect until sixty (60) calendar days' notice in writing by one party to the other is served.

, 2023, in the City of Grande Prairie in the Signed this \_\_\_\_\_ day of \_\_\_\_\_ Province of Alberta.

CANADIAN UNION OF EMPLOYEES LOCAL 787

Corrie Crowt

CUPE Local 787 and City of Grande Prairie Collective Agreement January 1, 2022 to December 31, 2024

**BETWEEN** 

#### THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 787

(the "Union")

AND

#### THE CITY OF GRANDE PRAIRIE

(the "Employer")

#### Re: All Areas/Split Positions

The Employer and the Union agree that further to Article 8.11(c) (Promotions and Staff Changes) 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 will become permanent after two months. In the event the applicant proves unsatisfactory, they will be returned to their former position and wage rate without loss of seniority. An Employee on trial period will have the right to return to their former position within two (2) months if they so desires.

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

July\_\_\_\_, 2023, in the City of Grande Prairie in the \_\_\_\_ day of \_\_ Signed this \_\_\_\_ Province of Alberta.

CANADIAN UNION OF EMPLOYEES LOCAL 787

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**CITY OF GRANDE PRAIRIE** 

CUPE Local 787 and City of Grande Prairie Collective Agreement January 1, 2022 to December 31, 2024

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#### 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")

#### Re: Enforcement Services/Hours of Work

In accordance with Article 6 (Hours of Work) 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 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

- 3. 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 \_\_\_\_\_\_ Province of Alberta. \_\_\_\_\_ day of \_\_\_\_\_\_\_\_, 2023, in the City of Grande Prairie in the

## CANADIAN UNION OF EMPLOYEES LOCAL 787

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#### **CITY OF GRANDE PRAIRIE**

CUPE Local 787 and City of Grande Prairie Collective Agreement January 1, 2022 to December 31, 2024

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")

#### Re: Transit/Hours of Work

In accordance with Article 6 (Hours of Work) 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 will conform to the following specifications:
  - (a) Day Shift starts between 5:00 a.m. and 11:59 a.m.
  - (b) Afternoon Shift starts between 12:00 noon and 5:00 p.m.
  - (c) 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.
  - (d) 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, Seniority will be determined alphabetically.

Layoffs: When there are Employees of equal qualifications and who have the same Seniority date, Seniority will be determined alphabetically.

Signed this day of day of dely 2023, in the City of Grande Prairie in the Province of Alberta.

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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")

#### Re: 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 Leday of July	, 2023 in the City of Grande Prairie in the Province of
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**CANADIAN UNION OF EMPLOYEES LOCAL 787** 

**CITY OF GRANDE PRAIRIE** 

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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")

#### Re: Outreach Worker Classification

- 1. The following terms and conditions will apply to the new classification of Outreach Workers effective the date of signing of this Letter of Understanding (LOU) unless specifically identified below.
  - (a) Outreach workers working a 35-hour work week will convert to a 40-hour work week.
- 2. Any wage changes negotiated through Bargaining in 2022 will be retroactive to the date this LOU is signed.
- 3. A 4 on 4 off schedule rotation will be implemented in the Mobile Outreach department.
  - (a) The schedule will consist of 12-hour and 11-hour shifts.
  - (b) Staff will be paid at a fixed 40-hour work week.
- 4. Wages will be as follows:

Mobile Outreach	0-4 years of service	5+ years of service	10+ years of service
Needle Mitigation Worker	\$23.00	\$23.46	\$23.93
Outreach Worker I	\$29.65	\$30.24	\$30.85
Outreach Worker II	\$32.86	\$33.52	\$34.19

#### 2022 Rate in dollars per hour

- (a) Full-time Outreach Worker Employees who are currently at the rate of \$31.22 will remain at that rate until they reach 1 year of service from hire date at which time, they will move to the 0-5 years of service wage.
- (b) Casual Employees who are at a higher rate of pay will remain at the higher rate for 1 year from date of signing this LOU at which time they will move to the 0-5 years of service wage.

5. Seniority dates will be retroactive to hire date.

Last	First	Start Date (YYYY/MM/DD)
Anderson	Shane	2020/09/08
Elliott	Dawn	2020/11/24
Nylander	Madden	2020/12/01
Redpath	Brittney	2020/12/23
Drury	Bob	2021/01/11
Watson	Brittney	2021/01/11
Spencer	Jennifer	2021/06/19
Penner	Luke	2022/02/01

- 6. Coverage for sick calls, vacation or other short-term leaves may be offered by Out of Scope Caseworkers while efforts are being made by the Employer to recruit additional casual Outreach Workers.
  - (a) This is in effect until September 1, 2022 at which time it will be reassessed by the Employer and Local.
  - (b) Outreach Workers will not lose any hours due to this agreement.
- 7. All other terms of conditions will be as per the CUPE Local 787 Collective Agreement.

Signed this. 6 day of July, 2023, in the City of Grande Prairie in the Province of Alberta.

CANADIAN UNION OF EMPLOYEES LOCAL 787

Corrie Crowt

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")

#### Re: Enforcement Safe City Roads Initiative

The Employer and the Local agree to the following terms:

- When Peace Officers volunteer for the Safe City Roads Initiative; the Employee must only be compensated in pay for overtime worked. They will not be able to Bank overtime. Provisions of Section 6.10(b) will not apply.
- The Employee must have two days of rest from their regular shift schedule before being scheduled for Safe City Roads overtime shift(s). The two (2) days do not need to be consecutive.
- Employees must follow Standard Operation Procedure # 3.3.1 Safe City Roads.
- A period of thirty (30) days is required by either party, to give notice in writing in regard to wanting to amend or have the letter terminated.

The Employer and the Local understand that this program is administered by the RCMP and therefore does not constitute an obligation of the Employer to continue this program now or in the future.

Signed this 30\_day of August, 2023 in the City of Grande Prairie in the Province of Alberta.

CANADIAN UNION OF EMPLOYEES LOCAL 787

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CUPE Local 787 and City of Grande Prairie Collective Agreement January 1, 2022 to December 31, 2024

BETWEEN

#### LETTER OF UNDERSTANDING # 14

#### 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")

#### Re: Parks and Transportation

To promote good labour relations between the Employer and the Local, and to support the needs of the business through a streamline, efficient recruitment process for seasonal employees in the Parks and Transportation Department. Both parties agree to the following understanding with respect to this process:

- 1. This LOU will apply to Temporary Summer Seasonal workers in non-established positions, in the Parks and Transportation Department.
- 2. These Employees are typically hired for the summer season, normally May to September,
- 3. Each summer the seasonal workers will receive a performance review near the end of the season, completed by the Lead Hands.
- 4. Seasonal workers that receive an overall rating of meeting or exceeding our expectations may be considered for employment the following season.
- 5. The Parks Supervisors will determine whom will receive a Conditional Employment Offer, of the City's intention to re-employ them in the following season.
- 6.. The Employer will extend a reasonable number of Conditional Employment Offers.
- 7. These Conditional Employment Offers will be extended, via Human Resources, to those workers via email only once employment has concluded.
- 8. The Employer will provide copies of these Conditional Employment Offers to the Union.
  - (a) These individuals will not need to apply for consideration for the following season.
  - (b) In January an Offer of Employment will be presented to the individual, again they have the option to accept or decline at that point in time.
- 9. Once the Employer has confirmed Offers of Employment in January, the remaining vacancies will be posted for open competition, allowing others to apply for seasonal employment for the 2023 season. They may or may not be rehired, it would depend on the pool of candidates at that time.
- 10. Employees hired as a Seasonal Workers will not have access to recall or bumping right.

This Letter of Understanding will remain in full force and effect until June 30, 2023 or thirty (30) calendar days' notice in writing by one party to the other is served.

Signed this 10 day of July, 2023	in the City of Grande Prairie in the Province of Alberta.
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