

COLLECTIVE AGREEMENT

between

The CITY OF LLOYDMINSTER



-and-

**The Canadian Union of Public Employees,
LOCAL 1015**

CUPE / *Canadian Union
of Public Employees*

Effective from June 1, 2011 – March 31, 2015

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THIS AGREEMENT entered into this 1st day of June, 2011 A.D.
BETWEEN:

THE CITY OF LLOYDMINSTER, Alberta, Saskatchewan
(hereinafter called the “City”)

OF THE FIRST PART

-and-

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1015
(hereinafter called the “Union”)

OF THE SECOND PART

PREAMBLE

Whereas, the Union and the City by way of a Letter of Understanding dated June 7, 2006 mutually agreed that the Saskatchewan labour jurisdiction would no longer apply to them and that the appropriate jurisdiction is in Alberta;

And whereas, the transfer of jurisdiction has not been fully completed and the Alberta Labour Relations board has provided voluntary recognition pending full certification the City voluntarily recognizes the Union as a proper bargaining agent.

And whereas, whenever the singular or masculine is used in this agreement it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so requires.

Now therefore, that in consideration of the premises and the mutual covenants hereinafter stated, it is agreed by collective bargaining as follows:

DEFINITIONS

1. **Permanent Employee:** is defined as an employee who has satisfactorily completed the required probationary period with the City and who occupies a permanent position.
2. **Probationary Employee:** is defined as an employee who has been appointed to their first permanent position. Such an employee is required to serve a probationary period of 3 months (520 hours) from the day they were hired into that position. This period does not include any leave without pay. Probation may be extended by an additional 3 months (520 hours) as per Article 7.01.
3. **Full-time Employee:** is defined as any employee who works forty (40) hours per seven (7) days work period (or an average of the same) with, where possible, at least two (2) consecutive days off. Such an employee has completed the probationary period. Full-time employees have seniority. See Article 14.05.
4. **Part-time Employee:** is defined as any employee in a permanent position who works less than that of a full-time employee. Such an employee has completed the probationary period. Part-time employees have seniority which is adjusted based on hours worked. Part-time employees who perform less than twenty-four (24) of work per week when averaged over a six (6) month period shall not qualify for the City of Lloydminster benefit package.
5. **Temporary Employee:** are those who are hired for a specific short term job requiring sixty (60) days or less of continuous employment. Temporary employees are on probation for the duration of their employment.
6. **Casual/Seasonal Employee:** is defined as a person employed on an as needed basis. Such an employee is on probation for the duration of their employment.
7. **Student Summer Help:** means high school or university students who are employed during the summer or vacation periods only.
8. **Term Employee:** is defined as a non-permanent employee occupying a permanent position which is temporarily vacant due to educational, medical, parental or maternity leave. Term employees will be paid at the permanent rate for the position they occupy and will be eligible for benefits after successful completion of the probationary period with the exception of pension and Long Term Disability. Term employees will accrue vacation and sick leave. Permanent employees accepting a term assignment will not have their benefits, pension or leave provisions affected.
9. **Promotion:** is defined as when an employee applies for and is successful in moving to a higher classified position than their current classification.

Article 1 - PURPOSE OF AGREEMENT

1.01 The purpose of this Agreement is:

- a) to promote and maintain a harmonious, co-operative and understanding relationship between the employer, the Union, and its members;
- b) to provide an amicable method of settling differences or grievances which may arise with respect to matters covered by this Agreement;
- c) to promote and maintain the mutual interests of the Employer and the Employees;
- d) to outline the basic conditions of work and rates of pay.

Article 2 – GENERAL PROVISIONS

2.01 The City recognizes the Union as the sole bargaining agent for all employees in classifications covered by this Agreement as outlined in Exhibit “A”. No individual or group of employees shall undertake to represent the Union at meetings with the City without proper authorization from the Union. In order that this may be carried out, the Union will supply the City with the names of its executive, committees and shop stewards and notify immediately of any changes. Similarly, the City will supply the Union with a list of its supervisory and other personnel with whom the Union may be required to transact business.

2.02 No Union member shall be asked to make a written or verbal agreement covering hours of work, wages, or other conditions, unless stipulated in the Collective Agreement, during the life of this Agreement, except as may be approved by the Union.

2.03 Persons Not in Bargaining Unit

Persons whose jobs are not in the bargaining unit shall be permitted to perform work in cases of emergencies or when a qualified employee is not available to do the work, on a temporary basis within the unit, providing the performance of this work does not reduce the regular hours of work or pay of any employee.

2.04 New Classifications

The City agrees to advise the Union by registered mail when any new classifications are established within the scope of the Agreement as outlined in Article 2. Rates of pay for such new classifications to be subject to negotiation provided that the City has the right to establish a rate to be paid until a classification rate is agreed upon. The City agrees to advise the Union any time that a new out-of-scope classification is established.

2.05 Union Representatives

The City recognizes the Union’s right to have representatives from the staff of the Canadian Union of Public Employees, and to elect or appoint Union Committees and Stewards as required by the Union.

The Union agrees that no more than one (1) steward from each department shall be recognized by the City for purposes of meetings or processing grievances from that department. The Union

agrees that no grievance handling or Union activities shall take place on City property, at work sites, or during regular working hours, except upon request of the City or with specific permission of the Supervisor or Manager responsible for the department.

2.06 Correspondence

All correspondence between parties arising out of this agreement or incidental thereto shall be copied to the Director responsible for personnel matters and the Recording Secretary of the Union.

2.07 Labour-Management Committee

A Labour-Management Committee shall be established consisting of no more than three (3) representatives of the Union and three (3) representatives of the City. The Committee shall enjoy the full support of both parties in the interest of improved service to the public and to that end shall meet on an as required basis. The Committee shall not have jurisdiction over wages or any matter of Collective Bargaining.

2.08 Discrimination

The City agrees that there shall be no employee discrimination by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, sexual orientation, nor by reason of membership or activity in a labour organization.

2.09 Harassment

Members covered under this agreement shall be provided the same consideration for Workplace Violence, Harassment and Discrimination as set out in the Workplace Violence, Harassment & Discrimination Policy adopted by the City.

Article 3 – UNION MEMBERSHIP

3.01 Membership in the Union shall be voluntary on the part of each employee. All employees who are members of the Union shall remain in good standing according to the constitution and by-laws of the Union, as a condition of employment. All employees covered by this Agreement shall pay to the Union monthly dues in the amount established by the Union as a condition of employment

3.02 Dues Deduction

The City agrees to deduct dues described in Article 3.01 above from the employees' wages and remit same to the Union by the 15th of the month following the month's collection.

3.03 The Union shall have the right at any time to have the assistance of a Representative of the Canadian Union of Public Employees when dealing or negotiating with the City.

Article 4 - MANAGEMENT FUNCTIONS

- 4.01 The Union acknowledges and agrees that it is the exclusive right of the City to manage and direct the services and enterprises in which it is from time to time engaged. Without limiting the generality of the foregoing, City management functions shall include:
- a) The right to maintain order, discipline and efficiency and in connection therewith, to make, alter, and enforce from time to time rules, regulations, policies and practices to be observed by employees; the right to suspend or discharge employees for cause, provided that a claim for unjust discipline, suspension or discharge may be the subject matter of a grievance and dealt with as hereinafter provided.
 - b) The right to determine location of operations, their expansion or curtailment, the direction of the working forces, the contracting of work, schedules of operations, shifts, methods, processes, the right to use improved methods, machinery and equipment, the right to decide the number of employees needed by the City at any time, the number of hours and days to be worked, starting and quitting times, the determination of financial policies including general accounting procedures, and community and citizen relations are exclusively the function and responsibility of the City.
 - c) The City agrees that it will not exercise its management functions in a manner inconsistent with the provisions of this agreement.

Article 5 – DISCIPLINE, DISCHARGE OR RESIGNATION

5.01 Discipline or Discharge

- a) The Union agrees that each employee covered by this agreement shall faithfully, honestly and willingly serve the City to the best of his or her skill and ability, exercise and lend his or her best efforts in the protection and promotion of the City's interest; failing to do so, an employee may be disciplined or discharged for cause with recourse to the grievance procedure.
- b) An employee is entitled to have their Steward present when being disciplined. Where the employer intends to discipline an employee, the employer will notify the employee in advance of the purpose of the meeting in order that the employee may request their Steward be present. For purposes of this clause, discipline means a written reprimand or penalty more severe.
- c) If the employer files a written reprimand against an employee which will become a record in that employee's personnel file, the employee shall be given a copy of the reprimand and they may seek the advice or assistance of the Union. If the employee receives a series of reprimands which appear to be leading to the suspension or termination of that employee, the employer shall discuss the matter with the President of the Union or their designate.

- d) The City will not dismiss or discipline any employee without just cause or reason provided. An employee may not be dismissed without the approval of the CAO or Designate.
- e) Records of discipline shall be removed from the employee's file after a period of two (2) years providing the employee has had a clear disciplinary record in that period of time.

5.02 Personnel Files

Employees shall have the right to review their personnel/payroll file kept in the central office on their own time by making arrangements through Human Resources.

Documents pertaining to discipline or performance may be released to a Union Representative upon receipt of a signed, written authorization from the employee. The information provided in documents and/or discussed between union representatives and City representatives will be held in strict confidence.

5.03 Resignation

An employee is required to provide the employer with two (2) weeks prior written notice if they wish to resign in good standing. Should the employee request the withdrawal of their resignation within five (5) working days of giving it, and should the employer accept the withdrawal, the employee's seniority will not be affected.

Article 6 - GRIEVANCE & ARBITRATION PROCEDURE
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- 6.01 The City and the Union recognize the desirability of resolving differences through joint consultation and discussion. Both will attempt to resolve differences through informal means where possible, prior to proceeding to formal process.
- 6.02 The employer recognizes the right of Shop Stewards to investigate grievances without hindrance or coercion in an effort to settle them. It is understood that there will be no general stoppage of work and that no more than an hour will be spent investigating grievances during working hours. Shop Stewards shall obtain the permission of their Direct Supervisor or Designate when it is necessary to conduct an investigation. Shop Stewards shall also obtain permission from the Supervisor or Designate of the area in which they are conducting their investigation when it is necessary to conduct an investigation. Such permission shall not be unreasonably withheld. The Union shall be entitled to the services of a Canadian Union of Public Employees representative at any time during the grievance procedure.
- 6.03 A grievance shall be defined as any dispute between the City and any employee and the Union regarding the interpretation, meaning, operation or application of this agreement. No grievance shall be considered which is not presented within ten (10) working days (as defined Steps 1 & 2) after the event or circumstances giving rise to the complaint came to the attention of, or, should have come to the attention of the employee or employees concerned. Where a grievance does arise, the parties to this agreement shall make an earnest effort to resolve such differences through the following procedure:

Step 1:

An employee who believes himself to be aggrieved shall within five (5) working days bring the matter to the attention of the Out of Scope Manager, and attempt to resolve the complaint. They may, if they wish, be accompanied by an authorized CUPE representative.

Step 2:

If a satisfactory resolution is not achieved within five working days of the submission of the complaint at Step 1, the employee(s) concerned and an authorized CUPE representative, shall within an additional five (5) working days, submit a formal grievance to the Department Manager. The grievance shall contain a written statement of the particulars of the complaint, citing clauses that are relative to it and the remedy sought, with a copy to Human Resources. The Department Manager shall render a decision in writing within seven (7) working days of receipt of the grievance.

Step 3:

If a satisfactory resolution is not achieved at Step 2, the employee(s) and an authorized CUPE representative shall submit the grievance within seven (7) working days to the Deputy CAO or Designate, with a copy to Human Resources. The Deputy CAO or Designate will render a decision within seven (7) working days of receiving the grievance.

Step 4:

- (a) The parties may mutually agree to mediation. After receipt of the decision from the Deputy CAO or Designate, under step 3, either party may request that a Mediator be appointed to meet with the parties, investigate and define the issues in dispute and facilitate a resolution. The Mediator shall be appointed by mutual agreement between the parties. The purpose of the Mediator's involvement in the grievance process is to assist the parties in reaching a resolution of the dispute. The Mediator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. The expenses of the Mediator shall be equally borne by both parties.
- (b) Failing a satisfactory settlement being reached in Step 3, the Union may, on giving five (5) working days' notice in writing to the employer of its intention, refer the dispute to arbitration. A copy of the Union written notice to the employer of its intent to refer the dispute to arbitration shall be forwarded to Human Resources.

Step 5:

Step 5 If satisfactory settlement is not reached in Step 4 above, either party may request arbitration, providing the request is made in writing within, but not after (5) working days of the decision in Step 4. The party requesting arbitration will notify the other party of their appointee to an arbitration board. Within seven (7) working days of receipt of such notice, the party so notified will notify the other party of its appointee to the arbitration board. The two appointees shall meet as soon as practical, unless otherwise agreed between the City and the Union, within a period of seven (7) working days and jointly select a Chairman. If the appointees cannot agree

upon a Chairman, or fail to do so, they shall jointly request the Director of Settlement for the Province of Alberta to appoint a qualified person to act as Chairman of the Arbitration Board. The Arbitration Board shall not have jurisdiction to alter, add to, subtract from, this agreement or to substitute any new provisions in lieu thereof, or to give any decision inconsistent with the terms of this agreement or to deal with any matter not covered by this agreement. The decision of the Arbitration board shall be final and binding upon both parties. Such decision shall be rendered in writing to the parties within fourteen (14) days after the completion of the hearing. Each party shall bear the expense of its appointee and the City and the Union shall equally bear the fee and expenses of the Chairman.

6.04 The Union and the Employer can mutually agree in writing to waive steps in the grievance procedure. Dismissal grievances may be started at Step 3.

6.05 Probationary Employee

Any dispute involving probationary employees or student summer help with reference to termination or discharge may not be referred to grievance and arbitration.

Article 7 – SENIORITY AND PROBATION
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7.01 All Employees shall serve a probationary period of three (3) months (520 hours). Probationary employees are newly hired permanent employees. This period does not include any leave without pay. The termination of an employee during the probationary period is not subject to the grievance procedure. The Employer may extend the probationary period by an additional three (3) months subject to meeting with the employee and advising the Employee in writing of areas where improvement is needed.

7.02 Seniority is defined as the length of continuous service with the Employer within the bargaining Unit, including temporary assignments outside the Bargaining Unit. Accrual of seniority as addressed in this Agreement shall apply to all permanent full-time and permanent part-time employees who have completed the probationary period. Temporary, casual, seasonal employees and summer student help who, while in the employ of the Employer and who are the successful applicant for a permanent position, shall have, following successful completion of the probationary period, their seniority as a temporary employee and/or a relief employee credited back to their last break in service with the Employer.

7.03 No employee shall have seniority until he has completed the probationary period and until he has been accepted as physically fit for employment by a City approved doctor. This period does not include any leave without pay. After completion of the probation period, seniority shall be effective from the original date of employment. In the case of part-time employees, the seniority date will be adjusted based on hours worked.

7.04 Loss of Seniority

Where an employee leaves the City's service or is dismissed and later rehired, his seniority shall date only from the time of his re-engagement. An employee's service shall be considered broken by reasons of:

- a) Dismissal for just cause;
- b) Resignation or voluntary quit;
- c) A continuous lay off for a period longer than which has been continuously worked or for more than twelve (12) months, whichever is less. Employees laid off but reinstated within the time herein described shall have the seniority rights earned at the time of lay off.
- d) Failure to report for work within seven (7) days after being notified to report following a lay off, unless the employee gives a reason satisfactory to the City for such failure to report within the time prescribed.

7.05 Seniority Lists

The City will in February of every year the agreement is in force, prepare and post rosters in places accessible to employees, showing seniority of all employees covered by this agreement as of January 1st each year. The rosters will be open to protest for a period of sixty (60) days from the date of posting. If an employee or the Union believes that an error has been made, protest shall be made through the Grievance Procedures and upon satisfactory proof of error, a correction shall be made immediately and shown on a supplementary roster. The City will give the Union a copy of all rosters upon request.

7.06 Role of Seniority

In all cases involving lay off, recall, promotion or filling of vacancies, seniority shall govern providing ability is relatively equal or sufficient to perform the required duties in a satisfactory manner. Seniority shall govern on a bargaining unit wide basis.

7.07 Notification to Union

The City will advise the Union of any promotions, hiring, layoffs or recalls of full time and seasonal employees.

Article 8 - VACANCIES, NEW POSITIONS AND RECLASSIFICATIONS

8.01 Vacancies or New Positions

When vacancies occur or new positions are established within the scope of this agreement, notices thereof shall be posted on all notice boards. Such notice shall contain an outline or summary of the requirements of the position and the rate of pay applicable. When a vacant position is posted, it is understood between the parties that a position shall be posted for seven (7) days. The posting procedure shall only apply to regular full time and seasonal positions, and temporary positions of sixty (60) days or more duration. Vacancies may be posted internally and externally at the same time with the agreement of both parties.

8.02 Recall

No new employees will be hired (within the same classification as layoffs) until those laid off have been given an opportunity for re-employment. Recall provisions shall apply for 120 days in the case of a temporary employee and 365 days for a permanent employee.

8.03 Job Bidding

Employees shall be eligible to bid on all vacancies on classifications not presently held or new positions outside of the applicant's classification within the scope of this agreement by submitting a written application to the Human Resources Office. No application need be considered if it is received later than the closing date shown on the notice posted.

8.04 Promotions

If an employee is promoted within or beyond the scope of this agreement and the City or the employee determines that he or she is not qualified to fill the position adequately or is not performing satisfactorily in that position, he or she shall revert to his or her former position provided no more than sixty (60) working days have elapsed since the promotion. In such cases the employee shall revert to his or her former position.

8.05 Position at a Higher Rate of Pay

When an employee is required to fill another position having a higher rate of pay, he or she shall be paid the higher rate of pay if the period of such employment is four (4) hours or more in any day and the employee performs the duties of the higher paid position. If an employee is required to perform duties of a lower rate of pay on a temporary basis for a short-term job for less than thirty (30) days, his or her regular rate of pay shall not be changed.

When an employee is promoted or required to perform duties of a higher paying position, he shall be paid at a rate of pay for that position, or when an increment structure is involved, he shall be placed on a step on that grid that will provide for an increase in wages.

Article 9 - NOTICE BOARDS

9.01 Notice boards

The City will provide notice boards for the use of the Union in suitable locations easily accessible to employees for the purpose of posting announcements or notices. Any material, except routine announcements and notices shall be first approved by Human Resources before posting. The City shall also have the right to use the notice boards. All notices shall be signed.

Article 10 - MEDICAL EXAMINATIONS

10.01 Medical examinations

The City has the right to require medical examinations whenever it considers such examination necessary. The City will pay the cost of report required if not included in the provincial health care plan.

Article 11 - SAFETY, HEALTH AND WELFARE

11.01 Both the City and the Union agree that health and safety in the workplace is paramount and must be considered prior to any work being performed. The City and the Union agree that, as a minimum, all Occupational Health and Safety and WCB legislation must be adhered to at all times and that all employees are responsible for safe work practices.

11.02 The City shall make reasonable provision for the safety and health of employees during hours of their employment and shall provide protective devices or safety equipment deemed necessary by the City to protect employees properly from injury. The Union has the right to bring to City management's attention, from time-to-time, any recommendations or suggestions for improving health and safety standards and eliminating hazards.

It is the responsibility of each and every employee to wear or use safety equipment as directed by management.

The parties agree to maintain Occupational Health and Safety Committees as outlined in the City's Safety policy and in accordance with Alberta Municipal Health and Safety Association standards.

The Union recognizes the right of the City to require employees to provide authorization to obtain driver record abstracts.

11.03 First Aid Equipment

The City will provide and maintain suitable first aid equipment, and reasonable necessary facilities, including sanitary facilities. The Union agrees to co-operate fully with the City in the proper maintenance of any such service.

11.04 Group Insurance

(a) Group Life Insurance

Active full-time regular employees of the City shall join the City's Group Life Insurance Plan upon successful completion of the probationary period. The level of coverage provided will be two (2) times annual basic salary and the monthly premium will be shared equally by the Employer and the Employee.

(b) Group Pension Plan

Active full-time employees shall join the City Pension Plan upon the successful completion of the probationary period. The pension contributions are to be cost shared, with the City to pay 50% and the employee to pay 50%.

(c) Extended Health Benefits/Long Term Disability and Dental Plan

The City of Lloydminster agrees to contribute on a 50% City – 50% employee cost-sharing basis to an extended health benefits, dental and long term disability program. Full-time employees having successfully completed their probationary period with the City will participate in the long term disability plan and the dental plan.

- (d) Employee Family Assistance Program
Upon successful completion of the probationary period, employees shall participate in an EFAP program currently provided by the City's benefit carrier/administrator. Cost of the program shall be paid by the employee through payroll deductions.
- (e) Benefits for Part-time or Term Employees
Part time employees (See Definitions #4) who have successfully completed their probationary period and meet the minimum hourly requirements of the benefits provider will qualify for the City of Lloydminster group insurance. Participation in the extended health benefits program for part-time employees is optional.
- Term employees (see Definitions #10). Term employees will be eligible for benefits after successful completion of the probationary period with the exception of pension and Long Term Disability. Term employees will accrue vacation and sick leave. Permanent employees accepting a term assignment will not have their benefits, pension or leave provisions affected.
- (f) Elimination of Duplicate Coverage
In the event that the City is required by law to contribute towards the cost of benefits similar to any benefits presently provided under the current insurance, medical or pension plan, the City may revise or terminate such plan or plans in order to eliminate the duplication of any benefits or to ensure that additional costs imposed by law are offset by reduction in the costs of the City's and the Employee's contribution to such plans.

11.05 Safety Boots

An employee, upon successful completion of their probationary period and upon acceptance by the Supervisor/Manager that safety footwear purchased by the employee meets the necessary standards as described in the Occupational Health and Safety Code, shall be reimbursed by the City an amount equal to fifty percent (50%) to a maximum of one hundred twenty-five dollars (\$125.00) of the cost of the regular safety work boots. Replacement boots will be reimbursed as required due to wear and tear.

11.06 Tool Allowance

The City shall provide a tool allowance of \$50.00 per month payable bi-weekly to the Mechanics (Apprentices and Journeyman).

Article 12 - LEAVES OF ABSENCE

12.01 General Leave

Leave of absence without pay may be granted by the City for education, training or re-training or for other approved reasons. Employees on such approved leave of absence shall maintain their accrued seniority but shall not accumulate additional seniority during such approved leave.

12.02 Union Leave

Leaves of absence without pay but with the maintenance and accumulation of seniority may be granted to employees for periods less than thirty (30) days for the purpose of attending official Union Conventions or Conferences for a total aggregate period (for all employees involved) not to exceed fifty (50) days each year for no more than two (2) people at any one time or more than one (1) from any department. The Union agrees that at least two (2) week's notice in writing to satisfy the City's operating conditions must first be given before such leaves will be approved.

12.03 Maternity, Paternity and Adoption Leave

Maternity, paternity and adoption leave shall be granted in accordance with the provisions as may be set out by provincial statute. Notwithstanding the above, employees qualified for maternity leave shall be granted up to a maximum of twelve (12) months leave. Employees on such leave shall maintain their accrued seniority and shall accumulate seniority during such leave.

- a) When an employee applies for such leave, the position shall be posted as a term position for the length of the leave. If the employee does not return and resigns following the leave, the position will be reposted as a permanent position.
- b) When an employee decides to return to work, he/she shall provide the city with at least 4 weeks written notice of the date of return. On return from the leave, the employee shall be placed in their former position. If the former position no longer exists, they shall be placed in a position in their department of equal classification and level.
- c) Should an internal applicant be awarded the term position, they shall revert to their former position at the expiration of the leave. If the former position no longer exists, the employee may exercise their lay-off rights in accordance with the Collective Agreement.
- d) In the event that an internal applicant vacates the term position of their own volition, then he/she forfeits the right to revert under (c).
- e) Any other filling of term positions as a result of movement within the bargaining unit due to the leave granted under Article 12.03, shall be treated in the same manner.
- f) If an external applicant is awarded the term position, they shall be deemed to be laid off in accordance with the Collective Agreement at the expiration of the term position.

12.04 Sick Leave

The City will grant leave of absence without pay or accumulation of seniority where an employee is required to be absent from work due to illness established by reasonable medical evidence. Such leave of absence shall be granted for a period of time not to exceed two (2) years or the length of time that worker has been continuously employed, whichever is less.

12.05 Benefits While on Leave

Employees absent from work on approved leave of absence shall be eligible for any benefits for which they were eligible when such approved leave of absence commenced but shall not accrue or acquire other benefits during such absence. Employees absent because of illness or accident requiring hospitalization or medical treatment shall be eligible to receive pay for the first recognized holiday occurring during the disability once in any calendar year, if such absent employee is receiving sick pay from the City.

12.06 Termination of Leave

If an employee works elsewhere without mutual agreement or uses a leave of absence for a purpose other than that for which the leave was granted, he shall not be eligible for any benefits and his leave may be terminated.

12.07 Payment of Premiums

Employees on approved leave of absence for a period of more than thirty (30) days, who wish to continue insurance or other benefits for which they may be eligible, may be granted such privilege upon application and payment of the total premiums. In other cases, employees shall be considered on leave of absence in any insurance or other plans applicable.

Article 13 - NO STRIKE OR LOCK OUT

13.01 No strike or lockout

The Union agrees that during the life of this agreement, there will be no strike, slow down, stoppage of work, or any withdrawal of normally provided services and the City agrees that during the life of this agreement there will be no lockouts.

Article 14 - PAY FOR TIME WORKED

14.01 Hours of Work

The City agrees to pay basic hourly or monthly wages and Shift Differentials for time worked in accordance with Exhibit "A" which is attached hereto and made a part of this agreement.

14.02 Guaranteed Work Week

The following sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or otherwise.

14.03 Normal Hours of Work

The normal work week for regular full-time outside workers, regular full time clerical employees and R.C.M.P. clerical employees will be based on forty (40) hours. The normal work week for part-time temporary workers (including summer student help) will be forty (40) hours or less, as established and required by operating conditions of the City. The work week is defined as Sunday to Saturday.

14.04 Overtime

- a) Overtime at the rate of time and one-half (1½) the employee's regular basic hourly rate will be paid for the first two (2) hours overtime in any one (1) day. Overtime at the rate of double (2) times the employee's regular basic hourly rate will be paid for all overtime hours worked in excess of two (2) hours overtime in any one (1) day. The determination of overtime worked shall be that time worked in excess of eight (8) hours in one (1) day or forty (40) hours in any one work week including approved paid time off.
- b) Where in any week there is a recognized holiday as provided in Article 15.04 the weekly hours of work for the purpose of calculating overtime shall be reduced by eight (8) hours whichever is applicable.
- c) Upon approval of the Human Resources Department, employees may enter into time off in-lieu of overtime agreements in accordance with the Employment Standards Code of Alberta, provided both the employee and employer agree in advance. Time off in-lieu shall be calculated as regular time only.

14.05 Days Off

Whenever possible, employees shall receive two (2) consecutive days off in a work week.

14.06 Overtime on a Holiday

Employees required to perform work on a regular shift on a recognized holiday shall be paid at one and one-half (1½) times the employee's regular hourly rate for all work required to be performed and shall receive a holiday allowance to which they may be entitled to under the provisions of clause 15.04.

14.07 Duplication of Premiums

There shall be no pyramiding or duplication of premium or additional pay.

14.08 Shift Differential

A shift differential of one dollar and twenty-five cents (\$1.25) per hour shall be paid for the shift hours worked outside the 7:00a.m. to 6:00p.m. limit. Where the major portion of the shift falls outside the above hours, employees shall be paid shift differential for the full shift. The differential is not paid for hours worked at overtime rates.

14.09 Ten Hour Day

The Union and the Employer hereby mutually agree that ten (10) hour work days may be implemented subject to all benefits and provisions of this agreement being provided on a prorated basis.

Specifically:

In a week in which a recognized holiday occurs the work week shall be reduced to thirty-two (32) hours. In that event, averaging provisions may apply so the full thirty-two (32) regular work hours may be worked within three (3) days. The accumulation of seniority and the accumulation and payment of sick time, and other benefits of the Collective Agreement are based on a forty (40) hour week and on the basis that one (1) ten (10) hour day is equal to one and one-quarter (1 ¼) eight (8) hour days.

14.10 Lead Hand Premium

Employees assigned to Lead Hand duties shall be given an additional premium of \$1.10 (one dollar ten cents) per hour for hours so assigned.

Article 15 - PAY FOR TIME NOT WORKED

15.01 Part-Time and Temporary

Part-time and temporary workers, including student summer help, will be paid for time not worked in accordance with the legal requirements of the province in which such employment and work is performed. Nothing in this section shall be interpreted as excluding any employees from the requirements of Section 3.02 with reference to the deduction of amounts equivalent to Union dues.

15.02 Rest Periods

Employees shall be allowed a rest or coffee break of fifteen (15) minutes in the first half of the shift and fifteen (15) minutes in the second half of the shift without loss of pay. The time of the rest period shall be at the discretion of the supervisor.

15.03 Standby Premium

Employees assigned to standby duty shall be reimbursed as follows:

Monday – Friday inclusive	
5:00 p.m. – 8:00 a.m.	\$25.00
Saturday – Sunday	
8:00 a.m. – 8:00 a.m.	\$35.00
Statutory Holidays	
8:00 a.m. – 8:00 a.m.	\$45.00

The above to be considered as a premium only and will be paid whether or not any calls are received. This premium is applicable only to those on standby outside of regular assigned shift.

First Call Out

When an employee is required to respond to a call he shall receive a minimum of two hours of pay at the applicable regular or overtime rate. The time paid for this call shall be from the time the employee left his residence until the time the work is complete. Should any additional calls be received during the first two hours of the first call out he shall respond to the call as part of the original call out.

Further Call Outs (after first two hours)

Should additional call outs be required which fall outside the first call out provisions, then they shall be paid as if they were on a first call out.

15.04 Public Holidays

Except as provided below, full-time regular employees shall receive one and one-half eight (8) hours regular pay at their basic hourly rate for the following recognized holidays not worked plus any holidays declared by the Province of Alberta.

New Year's Day
Alberta Family Day
Good Friday
Victoria Day
Canada Day
Heritage Day
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

- (a) The observance of the above recognized holidays may be made on days other than the calendar dates, when agreed by management, provided however, that in the event such holiday falls on a Saturday or Sunday, the observance of that holiday shall be on the Monday following.
- (b) Except as provided in 12.04 for employees on leave of absence due to illness, an employee shall not receive pay for a holiday not worked under the following circumstances:
 - (i) if the employee was scheduled to work on the holiday but does not work as scheduled; or
 - (ii) if the employee was absent either the day before or the day after the holiday and the employee was scheduled to work on a day that he was absent.

15.05 Annual Vacation

The purpose of annual vacations is to give an employee definite periods of rest and relaxation each year; therefore, except in the case of new employees whose hiring date may require it, vacation will be accumulated from one vacation year to the next.

- (a) Three (3) weeks holidays per year for one (1) to ten (10) years continuous unbroken employment.
- (b) Four (4) weeks holiday after ten (10) years of continuous unbroken employment.
- (c) Five (5) weeks holiday after fifteen (15) years of continuous unbroken service.
- (d) Vacation periods shall be arranged on an equitable rotation plan without regard to seniority and based on operating conditions.

- (e) When a recognized holiday falls within an employee's vacation period, such employee shall be granted one (1) additional day with regular pay in lieu of the recognized holiday, immediately following his vacation.

15.06 Non-Occupational Sickness and Accident Pay

- (a) Active, full-time regular employees of the City, upon the completion of the probationary period with the City and retroactive to the date of employment will accumulate non-occupational sickness and accident leave from year to year up to a maximum of 120 days on the basis of one and one-quarter (1 ¼) days for each full month of regular full time employment.

This sick leave will be paid as follows:

- (i) Employees will advise their Supervisor as soon as possible of such illness or accident, giving details of such disability. If required by the City, the employee will provide a Doctor's statement showing the nature of the disability and/or recovery from disability. Failure to produce a Doctor's statement when requested to do so will disqualify an employee from payment of this benefit.
 - (ii) Benefits provided under (a) above will be paid to eligible employees so that no employee shall receive more in sickness and accident benefits than he would have received if he had worked. Insurance benefits shall be deducted from other benefits but no employee shall lose on the accumulation of benefits.
 - (iii) No benefits will be paid for illness or accident occurring while on lay-off and no benefits will be paid for disability resulting from or occurring while the employee is working for another employer or engaged in work on his own behalf for direct financial gain.
- (b) During the month of April each year an employee shall transfer up to 1 day in ¼ day increments of any unused sick time earned by him or her during the previous twelve (12) months to the Employee Sick-time Bank, to be administered as follows:
 - (i) A Committee of four persons shall be formed to administer the Employee Sick-time Bank. Two members shall be appointed by the City and two members by the Union. The Committee shall appoint two signing officers, one (1) Union and one (1) City representative.
 - (ii) Employees eligible for non-occupational sickness and accident pay under Section 15.06 (a) who have been unable to work for a period of thirty (30) consecutive working days and who have used all their accumulated sick leave days and vacation days may apply to the Committee for additional sick leave days to be withdrawn from the Employee Sick-time Bank.
 - (iii) Upon receipt of a transfer authorization signed by the designated signing officers, sick leave days shall be transferred from the Employee Sick-time Bank to the credit of the employee, to be paid out according to the provisions of Section 15.06 (a) (i) - (iii).

(iv) Benefit under Section (b) may not extend beyond fifty (50) working days.

(v) The total accumulation in the bank shall not exceed one hundred and fifty (150) days.

15.07 Retirement and Severance Pay

- (a) In addition to the pension benefit for which an employee may qualify on retirement under the City Pension Plan, on reaching retirement in the City's service an employee shall receive a lump sum equivalent to 50% of his unused accumulated sickness and accident benefits under 15.06 (a). An identical payment will be made to the estate of a deceased employee.
- (b) Any employee who elects to retire at age fifty-five (55) or later and has completed ten years full time service with the City shall be eligible for this benefit.
- (c) Retired employees returning to work on a casual basis shall receive a minimum base rate of pay equal to the highest rate of pay for a permanent employee in the same position. Retired employees working on a casual basis who are asked to perform work of a higher classification for four (4) hours or more of a shift, will be paid the rate of pay for the higher classification for all hours worked at the higher classification, as long as they have the appropriate licenses and certification. Retired employees will not be assigned work at a higher classification if it would be to the detriment of a permanent employee's training or development opportunities.

15.08 Notice of Termination and Lay off

When an employee is terminated except for just cause or laid off he shall receive notice or pay in lieu thereof in accordance with the provisions of the Employment Standards Code of Alberta.

15.09 Compassionate Leave

- (a) The City shall grant the necessary time up to a maximum of three (3) days with pay upon request to attend the funeral of a husband, wife, common-law spouse, child, father, mother, sister, brother, sister-in-law, brother-in-law, father-in-law, mother-in-law, grandparent or grandchild, step-parent or step-child.
- (b) The City shall grant an additional two (2) days with pay upon request to attend the funeral where such funeral is held a distance of more than 720 km or 450 road miles from Lloydminster, provided that such time shall be deducted from accumulated non-occupational sickness and accident leave.
- (c) One-half (1/2) day shall be granted with regular pay to attend a funeral as a pallbearer providing notice in writing is given twenty-four (24) hours in advance.
- (d) Up to one-half (1/2) day shall be granted without pay to attend the funeral of a friend providing notice in writing is given twenty-four (24) hours in advance.

15.10 Jury/Witness Duty

The City shall grant leave of absence without loss of seniority to an employee who is required by law to serve as a juror or appear as a witness when subpoenaed in any court of law when such cases arise directly out of the course of being employed by the City. The City shall pay such employee the difference between his normal earnings and the payment he received for service as a juror or witness, excluding payment for traveling, meals or other expenses upon the employee presenting proof of service and the amount of pay received.

15.11 Education Leave

Where the City requires an employee to take leave in order to attend educational conferences or sessions, or to write examinations to improve qualifications, and where such will be of benefit to the City, such leave shall be given without loss of pay or seniority. Special leave with pay may also be granted to an employee for the purpose of receiving a degree or a diploma at a school, technological institute or university convocation or to receive special honour at a meeting of a professional society.

15.12 Examination or Recertification Fees

The City agrees to the reimbursement of examination or recertification fees to employees if it has been determined by the City that the qualification or certification be maintained for the position they are employed in.

15.13 Negotiation Pay Provisions

Up to a maximum of six (6) employees shall receive regular pay during Union negotiations if such meetings are held during their regular working hours. The Employer will pay a maximum not to exceed an aggregate total of 120 hours under these provisions.

15.14 Medical Appointment Leave

Upon 48 hours written notice being given to the immediate supervisor, each full time employee shall be entitled to up to a maximum of sixteen (16) hours per year without loss of pay for medical appointments with doctors, dentists, optometrists, chiropractors, such entitlement to apply to the employee's appointments only. The City reserves the right to require satisfactory documentation of medical leave.

15.15 Worker's Compensation Supplement

When an employee is injured in the performance of his duties during working hours, the employer shall top up Compensation Board payments up to the amount of his normal earnings less his normal deductions until permanent disposition of the case is made by the Worker's Compensation Board but in any case not to exceed one (1) year.

Article 16 - JOB SECURITY

16.01 No employee employed by the City within the scope of this agreement shall lose employment during the life of this agreement as a direct result of contracting out.

Article 17 - GENERAL

17.01 Copies of Agreement

The City and the Union agree to print and supply all members and all new members with a copy of the Collective Agreement in booklet form, on a fifty-fifty cost share basis.

17.02 Cash Shortage

An employee handling cash shall not be required to pay for shortages, except in the case of criminal negligence.

Article 18 - PERIOD OF AGREEMENT

18.01 The term of the agreement shall be four years, beginning on June 1, 2011 and ending March 31 2015, and shall continue from year to year thereafter unless either party gives to the other party notice in writing not less than sixty (60) days, nor more than one hundred and twenty (120) days prior to the expiration date, that it desires to propose changes, amendments or its termination.

- 1) Any changes deemed necessary in this agreement may be made by mutual agreement at any time during the existence of this agreement.
- 2) If any changes are deemed necessary other than the monetary items during the life of this agreement, the city and unions negotiating committees shall attempt to negotiate such changes.
- 3) This collective agreement shall continue in force and effect until a new collective agreement had been executed.
- 4) Any mutually agreed changes to this collective agreement shall form part of this collective agreement and are subject to the grievance and arbitration procedure.
- 5) Time limits may be extended where mutually agreed upon.

IN WITNESS WHEREOF the authorized representatives of the parties hereto have caused these presents to be executed on the day and year first above written.

Dated this _____ day of _____, 2011 A.D.

CITY OF LLOYDMINSTER
Alberta/Saskatchewan

CANADIAN UNION OF PUBLIC
EMPLOYEES, Local 1015

Mayor

President

City Clerk

Secretary – Treasurer

Exhibit "A" - Effective June 1, 2011 - March 31, 2012				
Band No:	Level 1 (Start)	Level 2 (2080 Hours)	Level 3 (4160 Hours)	Level 4 (6240 Hours)
Band 6	\$28.00	\$28.84	\$29.70	\$30.59
CAD Technician GIS Technician Mechanic - Journeyman Planning Technician Project Technician Systems Analyst Welder - Journeyman				
Band 5	\$24.87	\$25.62	\$26.39	\$27.18
Building Maintenance Technician Computer Support Technician Lab Technician Plant Operator Senior Accounting Clerk Senior Equipment Operator				
Band 4	\$22.10	\$22.76	\$23.45	\$24.15
911 Admin Support Admin Support 3 Equipment Operator Intermediate Accounting Clerk Mechanic - Apprentice Parks Caretaker RCMP Admin Support Utilityman Welder - Apprentice				
Band 3	\$19.63	\$20.22	\$20.83	\$21.58
Accounting Clerk Instrument Person Head Lifeguard Municipal Worker 2 Recreation Programmer 2				
Band 2	\$17.45	\$17.97	\$18.51	\$19.06
Admin Support 2 Fitness Centre Attendant Lifeguard/Instructor Recreation Programmer 1				
Band 1	\$15.50	\$15.97	\$16.44	\$16.94
Activity Leader Lifeguard Admin Support 1 Municipal Worker 1 Visitor Service Attendant				
** Computer Support Technician - Special Rate - Tim Johnson - \$28.82				

Exhibit "A" - Effective June 1, 2011 - March 31, 2012	
Water & Wastewater Salary Grid	
Treatment Plants Operator (Non Certified)	\$22.00
Treatment Plants Operator 1	\$24.00
Treatment Plants Operator 2	\$26.40
Treatment Plants Operator 3	\$29.04
Senior Treatment Plants Operator	\$31.94
Distribution & Collection Operator (Non Certified)	\$22.00
Distribution & Collection Operator 1	\$24.00
Distribution & Collection Operator 2	\$26.40
Distribution & Collection Operator 3	\$29.04

Exhibit "A" - Effective April 1, 2012 - March 31, 2013				
Band No:	Level 1 (Start)	Level 2 (2080 Hours)	Level 3 (4160 Hours)	Level 4 (6240 Hours)
Band 6	\$28.70	\$29.56	\$30.44	\$31.35
CAD Technician GIS Technician Mechanic - Journeyman Planning Technician Project Technician Systems Analyst Welder - Journeyman				
Band 5	\$25.49	\$26.26	\$27.05	\$27.86
Building Maintenance Technician Computer Support Technician Lab Technician Plant Operator Senior Accounting Clerk Senior Equipment Operator				
Band 4	\$22.65	\$23.33	\$24.04	\$24.75
911 Admin Support Admin Support 3 Equipment Operator Intermediate Accounting Clerk Mechanic - Apprentice Parks Caretaker RCMP Admin Support Utilityman Welder - Apprentice				
Band 3	\$20.12	\$20.73	\$21.35	\$22.12
Accounting Clerk Instrument Person Head Lifeguard Municipal Worker 2 Recreation Programmer 2				
Band 2	\$17.89	\$18.42	\$18.97	\$19.54
Admin Support 2 Fitness Centre Attendant Lifeguard Instructor Recreation Programmer 1				
Band 1	\$15.89	\$16.37	\$16.85	\$17.36
Activity Leader Admin Support 1 Lifeguard Municipal Worker 1 Visitor Service Attendant				
** Computer Support Technician - Special Rate - Tim Johnson - \$28.82				

Exhibit "A" - Effective April 1, 2012 - March 31, 2013	
Water & Wastewater Salary Grid	
Treatment Plants Operator (Non Certified)	\$22.55
Treatment Plants Operator 1	\$24.60
Treatment Plants Operator 2	\$27.06
Treatment Plants Operator 3	\$29.77
Senior Treatment Plants Operator	\$32.74
Distribution & Collection Operator (Non Certified)	\$22.55
Distribution & Collection Operator 1	\$24.60
Distribution & Collection Operator 2	\$27.06
Distribution & Collection Operator 3	\$29.77

Exhibit "A" - Effective April 1, 2013 - March 31, 2014				
Band No:	Level 1 (Start)	Level 2 (2080 Hours)	Level 3 (4160 Hours)	Level 4 (6240 Hours)
Band 6	\$29.56	\$30.45	\$31.35	\$32.29
CAD Technician GIS Technician Mechanic - Journeyman Planning Technician Project Technician Systems Analyst Welder - Journeyman				
Band 5	\$26.25	\$27.05	\$27.86	\$28.70
Building Maintenance Technician Computer Support Technician Lab Technician Plant Operator Senior Accounting Clerk Senior Equipment Operator				
Band 4	\$23.33	\$24.03	\$24.76	\$25.49
911 Admin Support Admin Support 3 Equipment Operator Intermediate Accounting Clerk Mechanic - Apprentice Parks Caretaker RCMP Admin Support Utilityman Welder - Apprentice				
Band 3	\$20.72	\$21.36	\$21.99	\$22.78
Accounting Clerk Instrument Person Head Lifeguard Municipal Worker 2 Recreation Programmer 2				
Band 2	\$18.43	\$18.97	\$19.54	\$20.13
Admin Support 2 Fitness Centre Attendant Lifeguard/Instructor Recreation Programmer 1				
Band 1	\$16.37	\$16.86	\$17.36	\$17.88
Activity Leader Admin Support 1 Lifeguard Municipal Worker 1 Visitor Service Attendant				
** Computer Support Technician - Special Rate - Tim Johnson - \$28.82				

Exhibit "A" - Effective April 1, 2013 - March 31, 2014	
Water & Wastewater Salary Grid	
Treatment Plants Operator (Non Certified)	\$23.23
Treatment Plants Operator 1	\$25.34
Treatment Plants Operator 2	\$27.87
Treatment Plants Operator 3	\$30.66
Senior Treatment Plants Operator	\$33.72
Distribution & Collection Operator (Non Certified)	\$23.23
Distribution & Collection Operator 1	\$25.34
Distribution & Collection Operator 2	\$27.87
Distribution & Collection Operator 3	\$30.66

Exhibit "A" - Effective April 1, 2014 - March 31, 2015				
Band No:	Level 1 (Start)	Level 2 (2080 Hours)	Level 3 (4160 Hours)	Level 4 (6240 Hours)
Band 6	\$30.45	\$31.36	\$32.29	\$33.26
CAD Technician GIS Technician Mechanic - Journeyman Planning Technician Project Technician Systems Analyst Welder - Journeyman				
Band 5	\$27.04	\$27.86	\$28.70	\$29.56
Building Maintenance Technician Computer Support Technician Lab Technician Plant Operator Senior Accounting Clerk Senior Equipment Operator				
Band 4	\$24.03	\$24.75	\$25.50	\$26.25
911 Admin Support Admin Support 3 Equipment Operator Intermediate Accounting Clerk Mechanic - Apprentice Parks Caretaker RCMP Admin Support Utilityman Welder - Apprentice				
Band 3	\$21.34	\$21.99	\$22.65	\$23.46
Accounting Clerk Instrument Person Head Lifeguard Municipal Worker 2 Recreation Programmer 2				
Band 2	\$18.98	\$19.54	\$20.13	\$20.73
Admin Support 2 Fitness Centre Attendant Lifeguard/Instructor Recreation Programmer 1				
Band 1	\$16.86	\$17.37	\$17.88	\$18.42
Activity Leader Admin Support 1 Lifeguard Municipal Worker 1 Visitor Service Attendant				

Exhibit "A" - Effective April 1, 2014 - March 31, 2015	
Water & Wastewater Salary Grid	
Treatment Plants Operator (Non Certified)	\$23.93
Treatment Plants Operator 1	\$26.10
Treatment Plants Operator 2	\$28.71
Treatment Plants Operator 3	\$31.58
Senior Treatment Plants Operator	\$34.73
Distribution & Collection Operator (Non Certified)	\$23.93
Distribution & Collection Operator 1	\$26.10
Distribution & Collection Operator 2	\$28.71
Distribution & Collection Operator 3	\$31.58

Letter of Understanding

between

**The City of Lloydminster
(the "City")**

-and-

**CUPE Local 1015
(the "Union")**

**RE: Group Insurance
Article 11.00**

As the employer is currently reviewing the benefit package to look at enhancements and changes to the above-noted, the parties agree that any proposed changes will be discussed with the Union prior to the decision being made. To include Full-time and Part-time employees and look at benefits for retirees. The committee reviewing the benefits package shall include a union representative.

This will be completed in a timely fashion prior to December 31, 2011.

Agreed this _____ day of _____, 2011

The Employer:

The Union:
