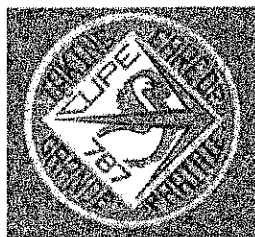


THE COLLECTIVE AGREEMENT BETWEEN



THE CITY OF GRANDE PRAIRIE

AND



**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 787**

JANUARY 1, 2011 – DECEMBER 31, 2012

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THIS AGREEMENT

made this 12th day of October, 2011.

BETWEEN:

**The City of Grande Prairie
Grande Prairie, Alberta**
(Hereinafter referred to as the Employer)

OF THE FIRST PART

- and -

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

OF THE SECOND PART

1.00

DURATION AND TERMINATION

1.01

This Agreement shall remain in full force and effect from January 1, 2011 to December 31, 2012 (inclusive), and from year to year thereafter except as hereinafter provided.

1.02

Either party to this Agreement wishing to amend this Agreement shall give notice in writing of such desire to the other party not less than thirty (30) days or no more than one hundred and twenty (120) days prior to December 31, 2012.

1.03

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

1.04

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

2.00 PURPOSE

The purpose of this Agreement is:

to maintain a harmonious and cooperative relationship between the Employer and the Employees in the Union Certificate;

to provide an amicable method of settling differences or grievances which may arise between the Employer and the Employees in the Union Certificate; and

to promote the mutual interest of the Employer and the Employees in the Union Certificate.

3.00 MANAGERIAL RIGHTS AND RESPONSIBILITIES

3.01 Management Rights

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

3.02 Discrimination and Harassment

The Employer, or any of its officials agrees that at no time shall they discriminate against any of the Employees covered by this Agreement on account of their connection with the Union or on account of their race, religious beliefs, colour, gender, 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 in the workplace. The Employer and Union agree that employees and supervisory staff shall be educated so as to address and prevent harassment in the workplace.

3.03 Discipline and Dismissal

3.03.01 The Employer has the right to discharge or discipline Employees for just cause. When an Employee is notified in writing of the disciplinary action, a copy shall be forwarded to the Secretary of the Union.

3.03.02 An Employee shall be advised verbally of impending discipline. No disciplinary action shall take place until the employee is notified in writing.

When an Employee is disciplined in writing, he shall have the right to have a hearing with the Employer and to have a Steward or Union Representative present.

Disciplinary records shall be removed from the personnel file after an employee has maintained a clear record of no disciplinary action for thirty-six (36) months. If disciplinary action occurs within the thirty-six (36) months, all records shall remain in place until a full thirty-six (36) months of clear record occurs.

3.04 Employment

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

3.05 Contracting Out or Technological Changes

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

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

3.06 Access to Personnel Files

The Employee shall have the right, upon written request and during normal working hours and at a time mutually agreeable to both Employer and Employee, to have access to and shall have the right to respond in writing to any document contained therein, such reply becoming part of the permanent record.

3.07 Supervisory Role

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

3.08 Collective Agreement Orientation

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

4.00 **UNION SECURITY**

4.01 Recognition

4.01.01 The Employer recognizes the Canadian Union of Public Employees, Local 787, as the sole bargaining agent for all Employees as set out in Certificate Number 52-2007 issued by the Alberta Board of Industrial Relations.

4.01.02 No Employee covered by this Agreement shall be asked to make written or verbal agreement with the Employer covering hours of work, wages, or working conditions which conflict with the terms of this Agreement.

4.01.03 A representative of the Union will have the opportunity to make a presentation to new Employees, for Union orientation purposes, at a mutually agreeable time.

4.02 Membership

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

4.03 Union Dues Deductions

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

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

4.04 Bulletin Boards

The Union shall have access to existing Bulletin Boards upon which to post notices of meetings, schools, conferences and conventions.

5.00 **DEFINITIONS**

5.01 Probationary Period

The Probationary Period shall be defined as the first six (6) months served in an Established Position by a probationary employee.

The Union and Employer may mutually agree to shorten or lengthen the probationary period dependent on individual circumstances.

5.02 Established Position

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

5.03 Employee Definitions

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

5.03.01 A Permanent Employee is an Employee who occupies an established position and who has completed the probationary period.

5.03.02 A Temporary Employee is an Employee hired to perform duties for a known limited period.

If a temporary position extends beyond twenty-four (24) months, a review of the requirements of this position will be undertaken with Union involvement. If the position is deemed necessary for the long term, the position would be subject to approval via the next budget/interim process before the position becomes permanent.

In the event that the position is approved as permanent through the budget/interim process, the provisions of Section 8.00 shall apply to this clause.

5.03.03 A Part-Time Employee is a permanent Employee who works regularly scheduled hours of work which are less than the regular hours of work established in Clause 6.01.

5.03.04 A Full-Time Employee is a permanent Employee who works regularly scheduled hours of work as established in Clause 6.01.

5.03.05 A Probationary Employee is:

- a) Any Employee who occupies an established position and has not completed the probationary period.
- b) A Temporary Employee who is the successful applicant on a permanent posting shall be credited with all hours of service up to and including six (6) months full-time equivalency for all hours worked in the same or similar position within the same department as the permanent position, toward their probationary period.

5.03.06

A Casual Employee is an Employee who is employed on a consensual call-in basis for available work.

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.

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

Whenever the Masculine is used in this Agreement, it shall be considered to include the Feminine where the context so requires.

6.00

WORKING CONDITIONS

6.01

Hours of Work

Regular hours of work for permanent and probationary Employees shall be a five (5) day, forty (40) hour week, Saturday to Friday, the five (5) working days to be consecutive; with at least either the Saturday or the Sunday as a day off during each work week.

Recreational Facilities and Programme Personnel, and Custodial Workers shall be scheduled to work a five (5) day, forty (40) hour week, Monday to Sunday.

For alternate schedules:

Recreation – Letters of Understanding #1 & #10

Transportation – Letter of Understanding #2

Enforcement Services – Letters of Understanding #3 & #4

6.01.01

Day Shift

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

6.01.01.01 Notwithstanding 6.01.01, Employees working at a job site other than a City facility, or a facility other than their normal workplace, may be required to remain on the job site during their lunch break. Where such an Employee is required to remain on site and on duty, he shall be paid at his regular rate of pay for that period and the length of his work day shall be reduced accordingly.

6.01.01.02 Where an Employee or work crew is working through a meal break pursuant to 6.01.01.01, the Employee, or work crew, by majority choice, may request prior to shift commencement an additional fifteen (15) minutes unpaid rest break during the shift. Such request shall not be unreasonably denied.

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

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

6.01.02 Afternoon Shift

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

6.01.03 Midnight Shift

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

6.01.04 Shift Rotation - Continuous Operations

Permanent and Probationary Employees who are engaged in work required to be done each and every day of the week and who work in relays with regular changes of shift from day to evening, evening to night, night to day, or as the case may be, shall work any eight (8) consecutive hours including time for lunch each day, for five (5) days per week; except that on changing shifts an Employee might be required to work six (6) days in that week in which the change of shift takes place. In this event he shall be allowed a day off during

the regular shift rotation, to compensate for the day off missed due to the change.

6.01.05

Change of Shift

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

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

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

6.01.06

All shift schedules shall be posted and maintained in a prominent place readily available to the Employees concerned. Said shift schedule to stipulate the shift to be worked each day, the days to be worked each week, also designating the off days each week, which would be consecutive. Shift schedules shall adhere to all regulations specified in this Agreement, unless prior agreement by the Union has been obtained in writing.

Newly developed shift schedules shall be posted four (4) regular working days prior to implementation.

6.01.07

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

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

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

6.03 Overtime

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

6.03.01.02 An Employee's minimum vacation requirements, as per Alberta Employment Standards, must be scheduled and submitted to the Employer prior to accessing banked overtime. Such vacation is subject to change upon mutual agreement between the Employer and the Employee.

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

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

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

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

6.03.02 Employees called back to work after completing their regular shift shall receive a minimum of two (2) hours pay at overtime rates. Continuation of work beyond regular shifts, including provision for up to one hour meal periods, are not considered call-backs.

6.03.03 Subject to the requirement for operational efficiency, overtime shall be distributed as follows:

- a) When a shift is extended beyond the regular working hours, regular members of the crew, regardless of employment status, will be given first option to continue work on an overtime basis.
- b) Priority will be given to qualified staff occupying an established position and from the classification required and who normally work in that Department. In order to distribute overtime as evenly as possible, qualified staff occupying an established position, in the required classification and with the least amount of overtime hours would be given priority.

For the purposes of overtime distribution and the interpretation of this clause, each department shall be considered "distinct".

- c) Next priority would then be given to qualified staff occupying an established position from another classification but still within that Department.
- d) Next priority would then be given to qualified temporary staff from that Department.
- e) The last priority goes to qualified staff occupying an established position from another Department.

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

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

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

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

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

6.04 Shift Premium

A one dollar and fifty cents (\$1.50) per hour shift premium will be granted to Employees for any straight-time hours worked outside the hours of 6:00 a.m. to 6:00 p.m. Monday through Friday, and for all straight-time hours worked on Saturdays and Sundays.

6.05 Reporting Pay

Any employee reporting for work who has not been instructed not to report and who is sent home shall be paid a minimum of two (2) hours pay at the applicable rate.

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

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

6.06 Stand-by Pay

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

A minimum of one (1) hour pay (regular rate) for each day an Employee is scheduled. For a day of rest or General Holiday, an Employee will receive a minimum of two (2) hours pay (regular rate).

6.07 Statement of Earnings

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

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

6.08 Rest Periods

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

In the 1st four (4) hours of a shift – fifteen (15) minutes

In the 2nd four (4) hours of a shift – fifteen (15) minutes

In the 3rd four (4) hours of a shift – fifteen (15) minutes

If an Employee is scheduled on a ten (10) hour shift, he shall be entitled to a ten (10) minute break in the last two (2) hours of his shift.

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

7.00 FRINGE BENEFITS

7.01.01 General Holidays

The following shall be General Holidays:

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

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

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

7.01.02 All paid General Holidays named in this Collective Agreement shall be guaranteed irrespective of what day they may fall on, thus when such General Holiday(s) falls on an Employee's scheduled day(s) off, the Employer shall designate the next scheduled work day(s) as

a General Holiday in lieu, or pay in lieu, provided the Employee has more than thirty (30) calendar days of service in the twelve (12) months preceding the General Holiday. A day(s) designated as a General Holiday(s) in lieu, may be changed by mutual agreement between the Employer and the Union, or between the Employer and the Employee. The day in lieu must be taken within the current or next pay period.

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

- 7.01.02.01** Casual Employees shall be paid 4.22% of their basic rate earnings to compensate for General Holidays.
- 7.01.03** No benefit shall be granted to any Employee for such General Holiday, if the Employee is absent the working day immediately before or immediately following the holiday, unless he has prior permission, or produces a Doctor's certificate signed by a physician as proof of illness for such absence if requested by the Supervisor. The Employer shall reimburse the Employee for receipted costs of such proof of illness.
- 7.01.04** When an Employee works on a General Holiday, the Employee shall be entitled to take a regular working day off in lieu of such holiday, or pay in lieu. Such day off in lieu shall be requested by the Employee prior to the General Holiday, or pay in lieu shall be paid. Such day off in lieu shall be taken at a mutually agreed date between the Employee and his Supervisor.
- 7.01.05** Paid time off, or pay in lieu thereof, for a General Holiday shall be paid on the basis of the length of the Employee's regular shift at the straight time rate.
- 7.01.06** Floating Holiday
- 7.01.06.01** There shall be granted annually one (1) floating holiday, during each year of the Agreement, with pay to permanent Employees and two (2) floating holidays during each year of the Agreement, with pay to Permanent Employees who have completed fifteen (15) years of continuous service with the Employer. Such floating holiday(s) are to be arranged at a time suitable to the Employee

and the Employer, so that there will be no interference with service to the public.

7.01.06.02 Floating holidays may be accrued to a maximum of four (4) days.

7.01.06.03 Paid time off, or pay in lieu thereof, for a Floating Holiday shall be paid on the basis of eight (8) hours pay at the straight time rate.

7.02 Annual Vacations

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

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

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

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

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

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

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

Upon written notification to the Employer, Temporary Employees may bank the 6% vacation pay:

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

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

7.03 Leave of Absence

7.03.01 Employee(s) desiring leave of absence must apply for same to his immediate supervisor in writing. Should his application be refused, he shall have the right to appeal to the City Manager.

7.03.02 If an Employee has been granted leave of absence, he will be required to pay the full cost of all fringe benefits, such as medical plan, group insurance, and other levies providing the leave of absence exceeds one (1) month.

7.03.03 When an Employee overstays his leave of absence without permission of the Employer, he shall automatically forfeit his position with the Employer.

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

7.03.05 Upon written application from the Union to the Supervisor, Employees elected or appointed to represent the Union at conventions, schools, or conferences shall be granted leave of absence without pay for this purpose. The Employer reserves the right to refuse such leave of absence.

7.03.05.01 An employee on an approved union leave of absence shall continue to receive all pay and benefits, subject to the terms of the Local Authorities Pension Plan and the terms of the applicable

group insurance plans, and all normal payroll deductions will be made. The Employer in turn shall bill the Union for all pay and benefits paid. The Union, upon receipt of the billing shall reimburse the Employer forthwith.

7.03.06 A permanent, probationary, or temporary Employee who is required to serve as a juror or is subpoenaed as a witness where the Employee is not the subject of litigation, shall be granted the necessary time off without loss of regular pay while so serving, providing that the Employee remits to the Employer any wages or fees he receives for so serving.

An Employee on a leave of absence from their usual position in order to fill a secondment within the City will have the ability to return to their former position and wage rate and will retain and accumulate his seniority during the term of the secondment.

7.04 Bereavement Leave

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

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

7.05 Sick Leave

7.05.01 Permanent Employees shall be eligible to accumulate sick leave pay at the rate of one point six (1.6) days for every month of permanent employment, to a maximum of one hundred and eighty (180) working days. Any lost time due to illness, except those hours paid by Workers' Compensation shall be deducted from the Employee's accumulated sick leave.

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- 7.05.02** Probationary Employees and Temporary Employees shall be entitled to one (1) day of sick leave with pay per month on a pro rata basis.
- 7.05.03** All Employees shall advise the Employer of sickness a minimum of thirty (30) minutes prior to the commencement of their shift. The Employer shall provide each Employee the procedure and telephone number(s) by which the Employee is to advise the Employer of sickness. A Doctor's certificate signed by a physician as proof of illness may be requested by the Employer. The Employer will reimburse the Employee for receipted costs of the requested certificate. Abuse of sick leave may result in disciplinary action up to and including suspension or dismissal.
- 7.05.04** When an Employee receives benefits under the Long Term Disability Insurance Plan, payments made by the Employer under this clause shall cease upon the date of the first payment and for as long as the Employee is receiving such benefit.
- 7.05.05** An Employee shall not lose, accrue, or have access to sick leave benefits while on lay off.
- 7.05.05.01** Temporary employees shall not lose their accumulated sick leave if a break of employment occurs and is less than three months.
- 7.05.06** Family Leave
- In case of illness of a spouse or dependent, an Employee shall be entitled, after notifying his Supervisor, to use accumulated sick leave to an annual maximum of seven (7) days to care and make arrangements for the member of the family who is ill.
- Dependent is defined as a member of the employee's family who is dependent on the support of the employee.
- The provisions of 7.05.03 shall apply to this clause.
- 7.06** Parental Leave
- 7.06.01** Parental leave shall be granted by the Employer to a Permanent Employee upon the impending birth of a child.

7.06.02 Leave shall be for a maximum period of 15 weeks for maternity leave and up to a maximum of an additional 37 weeks for parental leave with the Employer, to a total maximum leave of 52 weeks. If in the opinion of the Employer, her ability to carry out her normal work assignments becomes limited, she may be placed on maternity leave earlier.

7.06.03 Request for maternity or parental leave must be made in writing a minimum of two (2) weeks prior to the date she intends to commence maternity or parental leave, and the application shall enclose a medical certificate certifying that the mother is pregnant and indicating the estimated date of delivery. During the period of maternity or parental leave, the Employer shall continue the Employee's benefits listed under Articles 7.08, 7.09, and 7.10 provided the Employee pays her share.

7.06.04 An Employee on maternity or parental leave shall provide the Employer with two (2) weeks written notice of the date she wishes to return to work and upon her return to work she will be placed in the same classification held by her immediately prior to her taking maternity or parental leave. If, within two (2) weeks prior to the end of the maternity or parental leave, the Employee has not provided written notice of her return to work, she will be deemed to have resigned her position.

7.06.05 A pregnant employee may be absent from the workplace for a valid health-related reason. The onus is on the Employee to establish legitimacy of the health-related absence.

7.06.06 In the event of child birth a Permanent Employee, being the legal or common law spouse of the mother, will be permitted to use the Family Leave period provided in Article 7.05.06 and will be permitted the parental leave without pay after twelve (12) months of continuous employment with the employer.

7.07 Pension Plan

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

7.08 Alberta Health Care Insurance

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

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

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

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

The plans shall cover eligible Employees and their dependents.

7.10 Long Term Disability

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

7.11 Eligibility

"Eligible Employee(s)" in Clauses 7.07, 7.09 and 7.10 means Employees, other than temporary or casual employees, who work at least 50% of the regular work week and meet any other eligibility requirements which may be set out in the respective Plans.

7.12 Application of Agreement to Shift Schedules which incorporate shifts exceeding eight (8) hours.

7.12.01 Employee entitlements under the following Clauses shall be earned and calculated in hours, based on eight (8) hours equals one (1) day: 7.02 Annual Vacations, 7.04 Bereavement Leave, 7.05 Sick Leave and 7.05.06 Family Leave.

7.12.02 Where an Employee is absent from work for reasons of annual vacation, sick leave or bereavement leave, he shall receive one (1) hour's pay for each scheduled regular hour of work missed, up to

his total hours of entitlement as set out in 7.12.01 and his entitlement shall be reduced accordingly. An employee may request additional time off without pay to ensure that the leave expires at the end of a regular shift. An Employee on bereavement leave shall be granted, on request, additional time off without pay to create a total bereavement leave of three (3) work days or five (5) work days or seven (7) works days, as applicable.

7.13

Service Recognition

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

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

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

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

8.00

SENIORITY

8.01

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

8.01.01

When any temporary employee is accepted into an established position, as designated by the Employer, and such temporary employment is consecutive, with no break in employment greater than three (3) months, then seniority shall be back dated and

accrued from the date the consecutive temporary employment commenced, but shall not include breaks in employment.

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

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

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

Seniority shall operate on a bargaining unit-wide basis.

- 8.03** An Employee shall not lose seniority rights if he is absent from work because of sickness, disability, accident, layoff, or leave of absence approved by the Employer. An Employee shall only lose his seniority in the event:

he is discharged for just cause and is not reinstated; or

he resigns in writing and does not withdraw within two days;

or

he fails to return to work within seven (7) calendar days following a layoff after being notified to do so by Certified Mail at his 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

he is laid off for a period longer than a year.

- 8.04** The Employer shall maintain a seniority list showing the date upon which each Employee's service commenced. An up-to-date

seniority list shall be sent to the Union and posted on all bulletin boards in April of each year.

8.05 If an Employee is transferred to a supervisory position or any other position not covered by this Agreement, he shall retain and accumulate his seniority in the position from which he was transferred for a maximum of one (1) year.

8.06 Layoffs and Rehiring

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

8.06.02 In the event of a seasonal layoff, the Employer shall notify the permanent Employees who are to be laid off ten (10) working days before the layoff is to be effective. If the permanent Employee laid off has not had the opportunity to work ten (10) full days after notice has been given, he shall be paid in lieu of work for the part of ten (10) days during which work was not available.

8.06.02.01 The Employer agrees to provide written notice of termination of five (5) calendar days for temporary employees who have been employed continuously for more than ninety (90) calendar days.

8.06.03 An Employee who has been laid off for a period of one (1) year is terminated and all rights flowing to him under this Agreement are extinguished.

8.07 Promotions and Staff Changes

8.07.01 Prior to filling a staff change or promotion covered by the terms of this Agreement, the Employer shall notify the Union in writing (an electronic copy of the posting will be provided to the Recording Secretary of the Local) and post notice of the position in the

Employer's offices and on the bulletin boards for a minimum of ten (10) consecutive days in order that all members will be able to make application. If there are no qualified internal applicants, the Employer will continually post internally each time it is advertised externally.

The Employer shall initiate a vacant review process within 30 days of an established position becoming vacant and advise the Union. The Employer shall post a list in each department showing all permanent positions. This list shall be updated whenever a vacant review process has created a change in that department.

8.07.02

Both parties recognize that job opportunity should increase in proportion to seniority and qualifications. In making staff changes, in any department, such appointments shall be made from permanent staff of the Employer provided that the applicants have the necessary qualifications and ability. Where qualifications and ability are relatively equal, seniority shall be the determining factor. The successful applicant shall be placed on a trial period of one (1) month. Conditional upon satisfactory service, such trial period shall become permanent after one month. In the event the applicant proves unsatisfactory, he shall be returned to his former position and wage rate without loss of seniority. An Employee on trial period shall have the right to return to his former position within one (1) month if he so desires.

8.07.02.01

If there are no qualified applicants from permanent staff, the Employer may appoint an applicant with the demonstrated aptitude an opportunity to learn the position tasks. The successful applicant will be placed on a trial period to be determined by the Employer prior to posting. In the event the applicant proves unsatisfactory, he shall be returned to his former position and wage rate without loss of seniority. An Employee on trial period shall have the right to return to his former position within the trial period if he so desires. This shall not restrict the Employer from selecting qualified external applicants.

8.07.02.02

If there are no successful permanent applicants then qualified temporary applicants, currently employed, shall be considered before external candidates.

8.08 The Union shall be notified of all appointments, hirings, and layoffs, re-hirings, and terminations of employment.

This Article does not apply to casual positions.

9.00 GRIEVANCE PROCEDURE

9.01 Definition of Grievance

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

9.02.01 Settling of Grievances

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

When submitting the grievance, the Union shall inform the Employer, in writing, the names of those Union Representatives that will be dealing with that particular grievance.

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

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

Step 1: An Employee who believes himself to be aggrieved shall within fifteen (15) working days, take up the matter with his immediate Supervisor and attempt to solve the grievance. For this purpose he may, if he wishes, be accompanied by a representative of the Grievance Committee of the Union.

Step 2: Failing satisfactory settlement within five (5) 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 next level of management, a written statement of the particulars of the complaint and the redress sought. The Manager shall render his decision in writing, within five (5) working days after receipt of the grievance.

Step 3: Failing settlement being reached in Step 2, the Employee(s) concerned together with the Grievance Committee shall within five (5) working days submit the matter in writing to the City Manager who shall render his decision in writing within five (5) working days after receipt of such grievance.

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

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

9.02.02 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where the Union has a grievance, Step 1 of Article 9.02.01 may be by-passed.

9.02.03 Failure to Act Within Time Limits

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

9.02.04 Extension of Time Limits

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

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

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

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

10.00 **NEW CLASSIFICATIONS**

10.01 Any new classifications established by the Employer shall be subject to negotiations with the Union Representatives to determine a pay rate. The Employer agrees to notify the Union upon the establishment of the new classification and suggested rate of pay. The Union shall have thirty (30) days after such notification to request that the rate of pay so established by the Employer be made the subject of collective bargaining. Any negotiated rate of pay shall be retroactive to the date of establishment of the new classification.

10.02 The Employer and the Union agree that the matter of job descriptions will be referred to the Labour Relations Committee in an attempt to clarify and resolve terms of reference for each classification.

10.03 When the Employer acquires new equipment or when equipment is substantially modified, as determined by the Employer, the classification will be referred to the Labour Relations Committee for discussion.

11.00

JOB TRAINING

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

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

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

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

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

11.01

Equipment Operator Classifications

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

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

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

Once an employee is notified in writing by the Employer that he has the minimum qualifications and any time he performs the duties of the higher classification for a period in excess of one (1)

continuous hour, he shall be paid at the higher rate for the hours worked in the higher classification.

12.00 JOB DESCRIPTIONS

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

13.00 PAY DAYS

13.01 The Employer shall pay for hours worked at the rates set out in Schedule "A" attached hereto and forming part of this Collective Agreement.

13.02 Pay days shall be every second Friday. However, the Union agrees that the Employer may pay earlier if it so wishes.

14.00 CREW CHIEF

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

15.00 SAFETY BOOT ALLOWANCE

Permanent Employees and/or Temporary Employees with twelve (12) months continuous service shall be allocated a safety boot allowance of up to three hundred dollars (\$300.00) upon submission of receipts and on January 1st of every odd numbered year, the three hundred dollar (\$300.00) allowance shall be refurbished.

16.00 TOOL ALLOWANCE

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

**CANADIAN UNION OF EMPLOYEES
LOCAL 787**



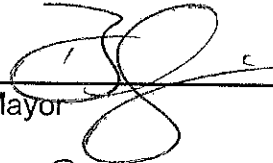
President



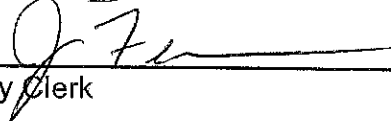
Bargaining Team Member

ew/cope #491

CITY OF GRANDE PRAIRIE



Mayor



City Clerk

RATE IN DOLLARS PER HOUR

Effective January 1, 2011

Effective January 1, 2012

**CATEGORY
CLASSIFICATION**

	0-4 yrs. Service	5+ yrs. Service	10+ yrs. Service	0-4 yrs. Service	5+ yrs. Service	10+ yrs. Service
ENFORCEMENT SERVICES						
Animal Control Officer I	27.37	27.92	28.47	28.19	28.75	29.33
Animal Control Officer II	28.61	29.18	29.77	29.47	30.06	30.66
By-Law Enforcement Officer I	24.33	24.81	25.31	25.06	25.56	26.07
By-Law Enforcement Officer II	28.61	29.18	29.77	29.47	30.06	30.66
By-Law Enforcement Officer III	29.91	30.51	31.11	30.81	31.43	32.06
Senior By-Law Enforcement Officer	33.01	33.67	34.35	34.00	34.68	35.37
Peace Officer I	29.30	29.89	30.49	30.18	30.78	31.40
Peace Officer II	30.37	30.98	31.60	31.28	31.91	32.55
Peace Officer III	31.49	32.12	32.77	32.43	33.08	33.74
Peace Officer IV	32.65	33.31	33.98	33.63	34.30	34.99
Peace Officer V	33.86	34.53	35.22	34.88	35.58	36.29
Senior Peace Officer	36.96	37.70	38.45	38.07	38.83	39.61

HOME SUPPORT

Home Support I	17.81	18.17	18.53	18.34	18.71	19.08
Home Support II	23.21	23.67	24.15	23.91	24.39	24.88

EQUIPMENT OPERATION

Equipment Operator I	26.81	27.34	27.89	27.61	28.16	28.72
Equipment Operator II	27.26	27.80	28.36	28.08	28.64	29.21
Equipment Operator III	28.18	28.75	29.32	29.03	29.61	30.20
Equipment Operator IV	29.12	29.71	30.30	29.99	30.59	31.20

RATE IN DOLLARS PER HOUR

CATEGORY CLASSIFICATION	Effective January 1, 2011		Effective January 1, 2012	
	0-4 yrs. Service	5+ yrs. Service	0-4 yrs. Service	5+ yrs. Service
FACILITY MAINTENANCE				
Custodial Worker I (Probation & Temp)	23.75	24.22	24.46	24.95
Custodial Worker II	24.39	24.88	25.12	25.62
Facility Worker	27.26	27.80	28.08	28.63
Journeyman Facility Worker	30.18	30.78	31.09	31.71
Journeyman Electrician II	36.27	37.00	37.36	38.11
Journeyman Plumber/Gasfitter	36.27	37.00	37.36	38.11
FLEET SYSTEM				
Mechanic I	36.64	37.37	37.74	38.49
Mechanic II	37.40	38.15	38.52	39.29
Partsperson I	27.26	27.80	28.08	28.64
Partsperson II	30.18	30.78	31.09	31.71
Pickup & Delivery Person	25.93	26.45	26.71	27.24
Serviceperson	28.59	29.16	29.45	30.04
Utility Worker	26.68	27.22	27.48	28.03
Fleet Lead Hand I	39.28	40.06	40.46	41.27
Fleet Lead Hand II	39.76	40.56	40.95	41.77
Journeyman Welder	34.89	35.59	35.94	36.66
LABOURER				
Light Labourer (Temporary)	17.73	18.09	18.26	18.63
Labourer (Probation/Temporary)	24.33	24.81	25.06	25.56
Labourer (Skilled/Established)	25.93	26.45	26.71	27.24
				10+ yrs. Service
				25.45
				26.13
				29.21
				32.34
				38.87
				38.87
				39.26
				40.08
				29.21
				32.34
				27.78
				30.64
				28.59
				42.10
				42.61
				37.39
				19.00
				26.07
				27.78

RATE IN DOLLARS PER HOUR

CATEGORY CLASSIFICATION	Effective January 1, 2011				Effective January 1, 2012				
	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
MAINTENANCE WORKER I	26.68	27.22	27.76	27.48	28.03	28.59	27.48	28.03	28.59
MAINTENANCE WORKER II Muskoseepi Park Operations	27.26	27.80	28.36	28.08	28.64	29.21	28.08	28.64	29.21
PARKS									
Integrated Pest Management	34.61	35.29	36.00	35.65	36.36	37.09	35.65	36.36	37.09
Parks Maintenance Worker II	27.26	27.80	28.36	28.08	28.64	29.21	28.08	28.64	29.21
Parks Maintenance Worker II/Tree Maintenance	27.26	27.80	28.36	28.08	28.64	29.21	28.08	28.64	29.21
Leadhand Turf Maintenance	32.33	32.97	33.63	33.30	33.97	34.65	33.30	33.97	34.65
Weed Inspector	27.26	27.80	28.36	28.08	28.64	29.21	28.08	28.64	29.21
Arborist	28.18	28.75	29.32	29.03	29.61	30.20	29.03	29.61	30.20
Landscape Gardener	28.18	28.75	29.32	29.03	29.61	30.20	29.03	29.61	30.20
RECREATION									
Arena Service Assistant	21.53	21.96	22.40	22.18	22.62	23.07	22.18	22.62	23.07
Arena Attendant	26.81	27.34	27.89	27.61	28.16	28.72	27.61	28.16	28.72
Arena Leadhand	32.33	32.97	33.63	33.30	33.97	34.65	33.30	33.97	34.65
Crystal Centre Event Worker	17.73	18.09	18.45	18.26	18.63	19.00	18.26	18.63	19.00
Crystal Centre Operations Worker I	26.81	27.34	27.89	27.61	28.16	28.72	27.61	28.16	28.72
Crystal Centre Operations Worker II	28.46	29.03	29.61	29.31	29.90	30.50	29.31	29.90	30.50
Crystal Centre Guest Services	15.05	15.35	15.66	15.50	15.81	16.13	15.50	15.81	16.13
Crystal Centre Guest Services	19.66	20.05	20.45	20.25	20.66	21.07	20.25	20.66	21.07
Custodial Worker I (Probation & Temp)	23.75	24.22	24.70	24.46	24.95	25.45	24.46	24.95	25.45
Custodial Worker II	24.39	24.88	25.37	25.12	25.62	26.13	25.12	25.62	26.13

RATE IN DOLLARS PER HOUR
Effective January 1, 2011 **Effective January 1, 2012**

CATEGORY
CLASSIFICATION

	0-4 yrs.		5+ yrs.		10+ yrs.		0-4 yrs.		5+ yrs.		10+ yrs.	
	Service	Rate	Service	Rate	Service	Rate	Service	Rate	Service	Rate	Service	Rate
Aquatics Instructor I	17.81	18.17	18.53	18.34	18.71	19.08	18.34	18.71	18.71	19.08	18.71	19.08
Aquatics Instructor II	18.69	19.06	19.44	19.25	19.64	20.03	19.25	19.64	19.64	20.03	19.64	20.03
Fitness Assistant	17.03	17.36	17.71	17.54	17.89	18.25	17.54	17.89	17.89	18.25	17.89	18.25
Fitness Consultant	22.44	22.89	23.36	23.11	23.57	24.04	23.11	23.57	23.57	24.04	23.57	24.04
Fitness Instructor I	25.51	26.03	26.55	26.28	26.81	27.35	26.28	26.81	26.81	27.35	26.81	27.35
Fitness Instructor II	27.85	28.40	28.97	28.69	29.26	29.85	28.69	29.26	29.26	29.85	29.26	29.85
Fitness Instructor III	30.15	30.75	31.37	31.05	31.67	32.30	31.05	31.67	31.67	32.30	31.67	32.30
Lifeguard I	20.69	21.10	21.53	21.31	21.74	22.17	21.31	21.74	21.74	22.17	21.74	22.17
Lifeguard II	22.44	22.89	23.36	23.11	23.57	24.04	23.11	23.57	23.57	24.04	23.57	24.04
Lifeguard III	25.03	25.53	26.05	25.78	26.30	26.83	25.78	26.30	26.30	26.83	26.30	26.83
Senior Lifeguard	27.38	27.93	28.48	28.20	28.76	29.34	28.20	28.76	28.76	29.34	28.76	29.34
Aquatic Leadhand	30.58	31.19	31.82	31.50	32.13	32.77	31.50	32.13	32.13	32.77	32.13	32.77
Kid's Place Program Instructor I	16.28	16.60	16.93	16.77	17.11	17.45	16.77	17.11	17.11	17.45	17.11	17.45
Kid's Place Program Instructor II	23.99	24.48	24.97	24.71	25.20	25.70	24.71	25.20	25.20	25.70	25.20	25.70
Program Instructor II	14.72	15.02	15.32	15.16	15.46	15.77	15.16	15.46	15.46	15.77	15.46	15.77
Program Instructor III	16.28	16.60	16.93	16.77	17.11	17.45	16.77	17.11	17.11	17.45	17.11	17.45
Program Instructor IV	17.81	18.17	18.53	18.34	18.71	19.08	18.34	18.71	18.71	19.08	18.71	19.08
Program Instructor V	20.88	21.30	21.72	21.51	21.94	22.38	21.51	21.94	21.94	22.38	21.94	22.38
Program Instructor VI	23.99	24.48	24.97	24.71	25.20	25.70	24.71	25.20	25.20	25.70	25.20	25.70
Special Events Programmer	17.81	18.17	18.53	18.34	18.71	19.08	18.34	18.71	18.71	19.08	18.71	19.08
TRANSPORTATION												
Transportation Lead Hand	32.33	32.97	33.63	33.30	33.97	34.65	33.30	33.97	33.97	34.65	33.97	34.65
Concrete Finisher	31.63	32.26	32.91	32.58	33.23	33.89	32.58	33.23	33.23	33.89	33.23	33.89
Traffic Signal Technician I	37.39	38.14	38.90	38.51	39.28	40.07	38.51	39.28	39.28	40.07	39.28	40.07
Traffic Signal Technician II	39.27	40.05	40.85	40.45	41.26	42.09	40.45	41.26	41.26	42.09	41.26	42.09
Traffic Control Devices Repair & Maintenance I	26.68	27.22	27.76	27.48	28.03	28.59	27.48	28.03	28.03	28.59	28.03	28.59
Signs & Markings Tech I	27.26	27.80	28.36	28.08	28.64	29.21	28.08	28.64	28.64	29.21	28.64	29.21

The Following Letters of Understanding are currently in effect:

Recreation

No. 1 Arena Attendant – Hours of Work

No. 10 Leisure Centre – Hours of Work

Transportation

No. 2 Line Painting, Crack Filling, Storm Line Cleaning, Mowing Crews

Enforcement Services

No. 3 Peace Officer

No. 4 Bylaw Enforcement Officer

Other

No. 5 Recreation Honourarium

No. 6 10-Hour Work Day

No. 7 Apprenticeships

No. 8 Benefit Advisory Team

No. 9 Probation

Letter of Intent – Reformatting of the Collective Agreement

Letter of Intent – Rewriting of the Collective Agreement in Plain Language

LETTER OF UNDERSTANDING # 1 – RECREATION

BETWEEN

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 787
(hereafter referred to as the "Union")

AND

THE CITY OF GRANDE PRAIRIE
(hereafter referred to as the "Employer")

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

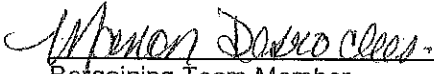
1. This Agreement applies to Employees employed as Arena Attendant or Arena Service Assistant and working other than eight (8) hour shifts.
2. The Work Schedule shall conform to the following specifications:
 - a) ten (10) hours maximum daily hours of work,
 - b) ten (10) hours maximum period from commencement to conclusion of daily shift,
 - c) four (4) weeks in a continuous shift cycle,
 - d) five (5) day maximum consecutive days of work,
 - e) maximum five (5) days of work in each scheduled work week,
 - f) maximum three (3) different start times between days off,
 - g) forty (40) hours average weekly hours of work in a continuous shift cycle,
 - h) days off between work shifts shall be consecutive and not less than two (2) consecutive days off, except during a shift cycle change when only one (1) day can be accommodated, and
 - i) weekends shall be equally distributed among permanent Employees throughout the shift cycle.
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 his regularly scheduled shift.
5. A copy of the work schedule(s), setting out the designated work shifts of all Employees, shall be posted in a conspicuous place where it can be seen by all affected Employees.
6. A casual employee may be placed into a maximum ten (10) hour shift on a consensual call-in basis. The maximum hours of work per week shall be forty (40).
7. No amendment or termination of this Letter of Understanding shall be effective without at least sixty (60) calendar days notice in writing by one party to the other.

Signed this 13 day of January, 2012, in the City of Grande Prairie in the Province of Alberta.

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 787**




President



Bargaining Team Member

CITY OF GRANDE PRAIRIE



City Manager

LETTER OF UNDERSTANDING # 2 – TRANSPORTATION/ PARKS

BETWEEN

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 787

(hereafter referred to as the "Union")

AND

THE CITY OF GRANDE PRAIRIE

(hereafter referred to as the "Employer")

The parties agree that the following provisions shall apply for the crackfilling, line painting, storm line cleaning and mowing crews:


- 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 shall be effective without at least fourteen (14) calendar days notice in writing by one party to the other.

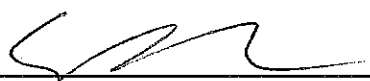
Signed this 13 day of January, 2012, in the City of Grande Prairie in the Province of Alberta.

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 787**

CITY OF GRANDE PRAIRIE



President



City Manager



Bargaining Team Member

LETTER OF UNDERSTANDING # 3 – ENFORCEMENT SERVICES

BETWEEN

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 787
(hereafter referred to as the "Union")

AND

THE CITY OF GRANDE PRAIRIE
(hereafter referred to as the "Employer")

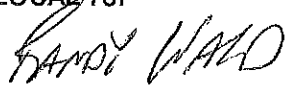
In accordance with Article 6 of the Collective Agreement between the Employer and the Union, it is hereby agreed that:

1. This Agreement applies to persons employed as a Peace Officer.
2. The work schedule will be as follows:

(a) Maximum daily hours of work	10
(b) Number of weeks in 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	16
(f) Minimum days of rest in cycle of employment	12
(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.
5. No amendment or termination of this Agreement shall be effective without at least sixty (60) calendar days notice in writing by one party to the other or by mutual agreement by both parties.

Signed this 13 day of January, 2012, in the City of Grande Prairie in the Province of Alberta.

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 787**



President



Bargaining Team Member

CITY OF GRANDE PRAIRIE



City Manager

LETTER OF UNDERSTANDING #4 – ENFORCEMENT SERVICES

BETWEEN

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 787
(hereafter referred to as the "Union")

AND

THE CITY OF GRANDE PRAIRIE
(hereafter referred to as the "Employer")

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

6. This Agreement applies to persons employed as a Bylaw Enforcement Officer.
7. The work schedule will be as follows:


(a) Number of days in cycle of employment	19
(a) Maximum daily hours of work	9
(b) Maximum consecutive days of work	6
(c) Maximum days of work in a cycle of employment	12
(d) Minimum days of rest in cycle of employment	3
(e) Average weekly hours of work (over one year)	40
8. 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.
9. A copy of the work schedule is to be posted and available to all employees setting out the designated work shifts of all Employees.
10. No amendment or termination of this Agreement shall be effective without at least sixty (60) calendar days notice in writing by one party to the other or by mutual agreement by both parties.

Signed this 13 day of January, 2012, in the City of Grande Prairie in the Province of Alberta.

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 787**



President



Bargaining Team Member

CITY OF GRANDE PRAIRIE



City Manager

LETTER OF UNDERSTANDING # 5 – RECREATION

BETWEEN

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 787
(hereafter referred to as the "Union")

AND

THE CITY OF GRANDE PRAIRIE
(hereafter referred to as the "Employer")

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

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

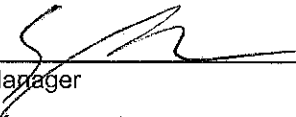
Signed this 13 day of January, 2012, in the City of Grande Prairie in the Province of Alberta.

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 787**

CITY OF GRANDE PRAIRIE



President



City Manager



Bargaining Team Member

LETTER OF UNDERSTANDING # 6 – OTHER

BETWEEN

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 787
(hereafter referred to as the "Union")

AND

THE CITY OF GRANDE PRAIRIE
(hereafter referred to as the "Employer")

In accordance with the Collective Agreement between the Employer and the Union it is hereby agreed that:

With agreement of the majority of the directly affected Employees, and where operational requirements permit, the hourly schedule may be ten (10) hours per day totaling eighty (80) hours per pay period, Monday to Sunday, with a minimum of two (2) consecutive days off.

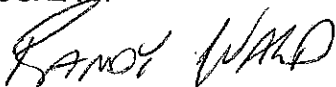
It is further agreed that those Employees in established positions, who are not part of the majority decision, shall be allowed to work a five (5) day, forty (40) hour week as per Article 6.01 of the Collective Agreement.

Other Letters of Understanding relating to hours of work will take precedence over this one.

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

Signed this 13 day of January, 2012, in the City of Grande Prairie in the Province of Alberta.

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 787**



President



Bargaining Team Member

CITY OF GRANDE PRAIRIE



City Manager

LETTER OF UNDERSTANDING # 7 - OTHER

BETWEEN

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 787
(hereafter referred to as the "Union")

AND

THE CITY OF GRANDE PRAIRIE
(hereafter referred to as the "Employer")

The two parties agree to establish apprentice positions for the trades used by the City of Grande Prairie which fall within the scope of the Collective Agreement:

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 his current position, he will maintain his 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 proviso that a passing grade must be attained. The annual tuition fees will also be paid by the Employer.

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

Signed this 13 day of January, 2012, in the City of Grande Prairie in the Province of Alberta.

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 787**



President



Bargaining Team Member

CITY OF GRANDE PRAIRIE



City Manager

LETTER OF UNDERSTANDING # 8 - OTHER

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")

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

The Employer and the Union agree that such discussion will take place through the Labour Relations Committee and the Union may consider having someone participate in the Benefit Advisory Team.

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

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

Membership for the Benefit Advisory Team will be open to Employees who are interested in being involved and committed to developing win-win solutions.

Signed this 13 day of January, 2012, in the City of Grande Prairie in the Province of Alberta.

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 787**

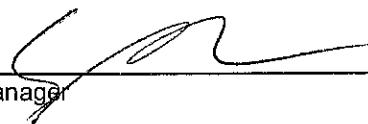


President



Bargaining Team Member

CITY OF GRANDE PRAIRIE



City Manager

LETTER OF UNDERSTANDING # 9 - OTHER

BETWEEN

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 787
(hereafter referred to as the "Union")

AND

THE CITY OF GRANDE PRAIRIE
(hereafter referred to as the "Employer")

In accordance with Article 3.03 of the Collective Agreement between the Employer and the Union it is hereby agreed that:

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 three (3) months of employment, the Employer shall provide one (1) week's notice or payment of wages in lieu of notice. Otherwise termination pursuant to this Letter of Understanding shall be without notice or payment in lieu of notice.

The Letter of Understanding shall be for the term of this agreement.

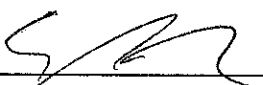
Signed this 13 day of January, 2012, in the City of Grande Prairie in the Province of Alberta.

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 787

CITY OF GRANDE PRAIRIE



President



City Manager



Bargaining Team Member

LETTER OF UNDERSTANDING # 10 - RECREATION

BETWEEN

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 787
(hereafter referred to as the "Union")

AND


THE CITY OF GRANDE PRAIRIE
(hereafter referred to as the "Employer")

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

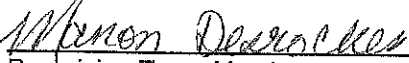
1. This Agreement applies to permanent Employees employed as Pool Staff at the Leisure Centre.
2. The Work Schedule shall conform to the following specifications:
 - a) Seven (7) day maximum consecutive days of work,
 - b) Days off between work shifts shall be consecutive and not less than two (2) consecutive days off, except during a shift cycle change when only one (1) day can be accommodated.
3. A copy of the work schedule(s), setting out the designated work shifts of all Employees, shall be posted in a conspicuous place where it can be seen by all affected Employees.
4. No amendment or termination of this Letter of Understanding shall be effective without at least sixty (60) calendar days notice in writing by on party to the other.

Signed this 13 day of January, 2012, in the City of Grande Prairie in the Province of Alberta.

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 787**



President



Bargaining Team Member

CITY OF GRANDE PRAIRIE



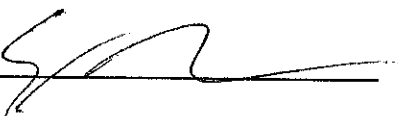
City Manager

LETTER OF INTENT

RE: REFORMATTING OF THE COLLECTIVE AGREEMENT

The City of Grande Prairie intends to reformat the Collective Agreement while maintaining the order and content.

City of Grande Prairie



Date: January 13, 2012

C.U.P.E.






Date: JANUARY 13, 2012

LETTER OF INTENT

RE: RE-WRITING THE COLLECTIVE AGREEMENT IN PLAIN LANGUAGE

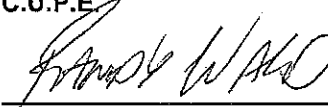
During the term of this agreement, the parties intend to form a joint Union and Management committee to initiate a review of the Collective Agreement with the intent of re-writing it in plain language.

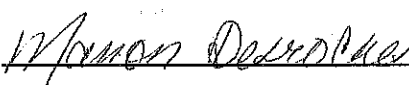
City of Grande Prairie



Date: January 13, 2012

C.U.P.E.





Date: JANUARY 13, 2012

LETTER OF UNDERSTANDING #4 – ENFORCEMENT SERVICES

BETWEEN

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 787
(hereafter referred to as the "Union")

AND

THE CITY OF GRANDE PRAIRIE
(hereafter referred to as the "Employer")

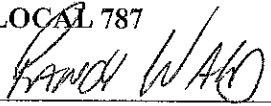
In accordance with Article 6 of the Collective Agreement between the Employer and the Union, it is hereby agreed that:

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

a. Maximum daily hours of work	11
b. Number of weeks in cycle of employment	8
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	32
f. Minimum days of rest in cycle of employment	24
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. Employees assigned to special projects may be scheduled to work a standard 5 day, 40 hour work week as outlined in Article 6 of the Collective Agreement.
5. A copy of the work schedule is to be posted and available to all employees setting out the designated work shifts of all Employees.
6. No amendment or termination of this Agreement shall be effective without at least sixty (60) calendar days notice in writing by one party to the other or by mutual agreement by both parties.

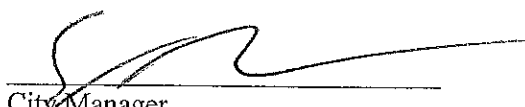
Signed this 24 day of JANUARY, 2012, in the City of Grande Prairie in the Province of Alberta.

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 787**



President

CITY OF GRANDE PRAIRIE



City Manager

Recording Secretary

Replaces LofU #3 - Enforcement Services
Dated Jan 13/12
and LofU #4 - Enforcement Services
Dated Jan 13/12