



Collective Agreement

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 787-05**

AND

**DISABLED TRANSPORTATION SOCIETY OF
GRANDE PRAIRIE**

January 1, 2019 to December 31, 2020



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THIS AGREEMENT

made this 8th day of March, 2019.

BETWEEN:

**Disabled Transportation Society of Grande Prairie
Grande Prairie, Alberta**
(Hereinafter referred to as the Employer)

OF THE FIRST PART

- and -

**The Canadian Union of Public Employees
Local 787-05, Grande Prairie, Alberta**
(Hereinafter referred to as the Union)

OF THE SECOND PART

ARTICLE 1 - DURATION AND TERMINATION

- 1.01 This Agreement shall remain in full force and effect from January 1, 2019 to December 31, 2020 (inclusive), and from year to year thereafter except as hereinafter provided.
- 1.02 Either party to this Agreement wishing to amend this Agreement shall give notice in writing of such desire to the other party not less than sixty (60) days or no more than one hundred and twenty (120) days prior to December 31, 2020.
- 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.

ARTICLE 2 – PURPOSE

The purpose of this Agreement is:

- a) To maintain a harmonious and cooperative relationship between the Employer and the Employees in the Union Certificate 127-2017.
- b) To encourage efficiency in operations.
- c) To maintain and improve harmonious relations between Disabled Transportation Society and the Union.
- d) To provide an amicable method of settling differences or grievances which may arise between Disabled Transportation Society and its Employees in the Union Certificate; 127-2017 and;
- e) To promote the morale, well-being and security of all Employees in the bargaining unit.

ARTICLE 3 - MANAGERIAL RIGHTS AND RESPONSIBILITIES

3.01 Management Rights

The Employer shall have the sole and exclusive right, except as otherwise specifically limited by the provisions of this Agreement, to determine all matters pertaining to the management of its Employees. Without restricting the generality of the foregoing, it is the exclusive right of the Employer to:

- a) Maintain order, discipline and efficiency;
- b) Organize and re-organize the work of Employees;
- c) Hire, appoint, discharge, promote, classify, layoff, recall, suspend, or otherwise discipline Employees;
- d) Make, enforce and alter from time to time, rules and regulations to be observed by the Employees, provided such rules do not conflict with the terms of this Agreement;
- e) Direct the working force, set performance standards, determine the number of Employees needed in any position and determine whether or not a position and/or classification will be continued or be declared redundant.

3.02 Discrimination and Harassment

The Employer, agrees that there shall be no discrimination, favoritism, interference, restriction or coercion exercised or practiced, whether intentional or not with respect to any Employee in the matter of hiring, wage rates, training, up-grading, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of religion, creed, political belief, marital status, family status, sex, gender, gender identity, gender expression, sexual orientation, disability, age, color, ancestry, nationality, place of origin, race or perceived race, receipt of public assistance, place of residence, nor by reason of their membership or activity in the Union. Both the Employer and the Union agree to ensure compliance with the Alberta Human Rights Act.

- a) All Employees covered by this Agreement are entitled to a work environment that is free from harassment (occurring from unwelcome physical or verbal conduct that demeans, belittles, or causes personal humiliation/embarrassment.) The Employer and Union agree that Employees and supervisory staff shall be educated to address and prevent harassment in the workplace.

3.03 Respectful Workplace

The Employer and the Union are jointly committed to fostering positive working relationships and managing conflict in the workplace. Workplace conflict has the potential to escalate into discriminatory behaviors, harassment and bullying affect the workplace and individual well-being. The environment must be free of behaviors, such as discrimination, harassment, bullying, disruptive workplace conflict and disrespectful behavior. Discrimination and harassment are unlawful and will not be tolerated. The Employer pledges its support to all Employees experiencing workplace conflict or workplace harassment and will treat the matter in a confidential manner.

- a) The principle of fair treatment is a fundamental one and both the Employer and the Union will not condone any improper behavior on the part of any person which would jeopardize an Employee's dignity and well-being or undermine working relationships or productivity. Complaints will be treated in a confidential manner.
- b) The parties further agree that there shall be no harassment as defined in The Occupational Health and Safety Act and Alberta Human Rights Act. The Act's prohibit harassment related to the following characteristics: age, race, creed, religion, color, sex, sexual orientation, gender, gender identity, gender expression, marital status, family status, disability, physical, appearance, size or weight, age, nationality, ancestry or place of origin, place of residence. The parties further agree that there shall be no harassment based on membership or activity in the Union.

ARTICLE 4 – DISCIPLINE AND DISMISSAL

4.01 Presence of a Union Representative

The Employer shall inform the Employee in writing at least twenty-four (24) hours in advance that they have the right to Union representation prior to any discipline, warnings or informational meetings the implementation of any suspension or discharge. If the Employee chooses in writing not to have Union representation and if a disciplinary action occurs that will become part of their disciplinary record, the Employer shall inform the local Union Recording Secretary in writing of the occurrence of the discipline at the earliest possible time.

4.02 Non-Disciplinary Verbal Warnings

- a) The Employer recognizes that it is desirable to advise the Employee of their conduct and their professional performance as soon as possible and informally. The Employer agrees to consider these warnings in a spirit of cooperation and correction, rather than in a spirit of punishment, and shall endeavor to assist the Employee in improving their work file.
- b) Except in cases of gross misconduct, the Employer agrees that progressive discipline will be used in dealing with Employees whose job performance and/or conduct is not satisfactory. The Employer and the Union recognize that any disciplinary measure shall be imposed only for valid reasons. The Employer and Union agree that disciplinary action will be a progressive fashion:
 - Formal verbal warning(s)
 - Written warning(s)
 - Progressive suspension
 - Termination

- 4.03 a) Except for just cause when the Employer terminates an Employee such Employee shall be given notice or paid in accordance with Article 14 Layoffs and Rehiring.
- b) When an Employee is disciplined for any reason, the Employee shall have the right to Union representation. When an Employee is notified in writing of the disciplinary action, a copy shall be forwarded to the Recording Secretary of the Union. All Employees shall be given the opportunity to sign disciplinary notices as having been read.
- c) An Employee shall be advised in advance verbally of impending discipline. No disciplinary action shall take place without Union representation and until the Employee is notified in writing.

- d) When an Employee is disciplined, they shall have the right to have a hearing with the Employer and to have a Steward or Union Representative present. In the event that an Employee elects not to have Union Representation, such request shall be in writing and a copy shall be forwarded to the local Union recording secretary.
- e) Disciplinary records shall be removed from the personnel file after an Employee has maintained a clear record of no disciplinary action of the same nature for twelve (12) months. After six (6) months, provided there has been no further disciplinary action of a similar nature, an Employee may request in writing a joint review of their disciplinary record, at that time the Employer may elect to remove such disciplinary action. (traffic conviction, harassment and client neglect shall not be subject to the review process).
- f) Employer shall follow progressive discipline, understanding that approach will vary with circumstances and severity.

4.04 Documentation

It is also agreed that in cases of discipline, in subsequent proceedings or arbitration hearings, evidence shall be limited to the investigation, grounds stated in the written discharge, or discipline notice to the Employee and the Union. The Union and the Employee shall receive reasonable notice of any meeting related to an Employee's conduct. The notice provided shall include information pertaining to the purpose of the meeting. The Union representative shall be given a reasonable opportunity to meet with the Employee with no loss of pay or benefits prior to the Employee's scheduled meeting with the Employer.

When an Employee is informed, verbally warned, reprimanded, suspended, or dismissed the Employer shall advise the Employee in writing of the reasons for the action taken and corrective measures to be taken within a reasonable time line. Both parties shall witness and sign all warnings, discipline and letters of expectation. All corrective action may remain in the Employees file for the time frame outlined below and a copy shall be submitted to the Union at that time. If the Employee concerned wishes to respond they may do so in writing and such response will become part of the documentation. At the Employee's request a copy of their response shall be forwarded to the Union.

Provided there has been no further discipline of a similar nature, documentation of disciplinary action shall be removed from the Employee's file, within twelve (12) months.

After six (6) months, provided there has been no further disciplinary action of a similar nature, an Employee may request in writing a joint review of their

disciplinary record, at that time the Employer may elect to remove such disciplinary action. (*traffic convictions, harassment and client neglect shall not be subject to the review process.*)

The Employer shall only launch an investigation that may lead to discipline within fourteen (14) days of becoming or reasonably ought to have been aware of the incident.

4.05 Access to Personnel Files

All Employees upon written request shall have access to the Employee's Personnel File within five (5) working days, during normal working hours, at a time mutually agreeable to both Employer and Employee. Such Employee shall have the right to respond in writing to any document contained therein, such reply becoming part of the permanent record. Should an Employee request a copy of their file, the Employer will have two (2) additional working days to provide a copy.

ARTICLE 5 - WORK OF THE BARGAINING UNIT

5.01 Employees whose jobs are not in the bargaining unit shall not work on a job which is included in the bargaining unit except for purposes of instruction, or in an emergency.

5.02 Supervisory Role

Supervisory personnel shall not carry out work of the bargaining unit except in instances where instruction, training, or correction of work is being conducted; or in emergency, public safety, potential liability situations.

5.03 Contracting Out or Technological Changes

The Employer agrees there shall be no contracting out work normally performed or could be performed by Bargaining Unit members.

No Employee employed by the Employer within the scope of this agreement shall lose Employment or have their hours reduced as a result of technological change.

5.04 Volunteer Positions

The Employer must present all volunteer postings to the Union prior to advertising for the volunteer positions. The postings will outline very specifically the duties to be assigned to the volunteers. Volunteers will not perform bargaining unit work unless the Union has given permission. Therefore, the role of the volunteer should be minimal and tailored to allow

volunteers to get their required number of hours, or work experience, without compromising the integrity of the bargaining unit.

5.05 Successorship

- a) In the event that the operation/management, the Labour Board determines that a common Employer or a form of government for Disabled Transportation Society changes from the current operation, or in the event a private company or society takes over the operation/management of Disabled Transportation Society said Employers/management shall maintain the entirety of this Collective Agreement unless the new working conditions / Collective Agreement is superior to the current Collective Agreement, then the merging agreement shall apply. All Employees shall have their seniority, years of service, vacation, sick leave benefits protected before the such action takes place. All Employees covered under this Collective Agreement shall be retained in good standing.
- b) In the event that the operation/management, the Labour Board determines that a common Employer or a form of government for Disabled Transportation Society changes from the current operation, or in the event a private company or society takes over the operation/management of Disabled Transportation Society, the Employer shall notify the Union and the Employees at least ninety (90) calendar days in advance.

ARTICLE 6 – UNION SECURITY

6.01 Recognition

The Employer recognizes the Canadian Union of Public Employees, Local 787-05 and Local 787, as the sole bargaining agent for all Employees as set out in Certificate Number 127-2017 issued by the Alberta Labor Relations Board. The Employer hereby consents and agrees to negotiate with the Union or any of its authorized committees concerning all matters arising from this Collective Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

6.02 No Other Agreements

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

6.03 Membership

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

A Representative of the Union will have the opportunity to make a presentation to new Employees within thirty (30) days of hire, for Union orientation purposes, at a mutually agreeable time.

6.04 Union Dues Deductions

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

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

6.05 Bulletin Boards

The Union shall have access to Bulletin Boards upon which to post notices of all job postings, seniority lists, meetings, schools, conferences and conventions in a mutually agreed to location.

6.06 Collective Agreement Orientation

Orientation session(s) will be held within two (2) months of the signing of the Collective Agreement and shall include orientation of the entire Collective Agreement.

ARTICLE 7 - DEFINITIONS

7.01 Probationary Period

The Probationary Period shall be defined as the first three (3) months served in an established position by a probationary Employee.

In the event an Employee is served a letter of expectation or discipline of any kind during the first three (3) months, the affected Employee, Union and Employer agree that a three (3) month extension to the probationary period shall be enacted.

The Employer further agrees that no Employee shall be terminated without just cause after the initial three (3) months of Employment.

- 7.02 Established Position
An established position is one designated by the Employer on a part-time or full-time basis.
- 7.03 Employee Definitions
All Employees shall have all rights specified under this Collective Agreement unless otherwise stated:
- 7.04 A Permanent Employee is an Employee who occupies an established position and who has completed the probationary period.
- 7.05 A Temporary Employee is an Employee hired to perform duties for a known limited period of time, not to exceed twelve (12) continuous months.
- a) A Temporary Employee who has worked twelve (12) continuous months (same classification) in a temporary (time limited) position and who has worked more than twenty (20) hours per week, or more will be classified as a Permanent Employee, and will be entitled to applicable benefits provided by the provisions of the Collective Agreement.
 - b) A break in service shall be determined as being more than three (3) continuous months.
 - c) If reducing the number of temporary positions within a classification (not including conversions) the Employer will reduce starting with the most recent temporary placement within that classification. (Last In/ First Out)
- 7.06 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 Article 8.
- 7.07 A Full-Time Employee is a permanent Employee who works regularly scheduled hours of work as established in Article 8.
- 7.09 A Casual Employee is an Employee who is employed on a consensual call-in basis for available work.
- a) After ninety (90) consecutive calendar days without accepting offered work, the casual Employee will no longer be considered employed, unless employment is extended by the Employer.

ARTICLE 8 - WORKING CONDITIONS

8.01 Hours of Work

- a) Regular hours of work for full-time Employees shall be eight (8) hours a day, forty (40) hours a week, Saturday to Friday, the five (5) working days to be consecutive; with two (2) consecutive days off with at least either the Saturday or the Sunday as a day off during each work week, or four (4) days a week ten (10) hours a day with three (3) consecutive days off.
- b) Regular hours of work for part-time Employees shall be four (4) days a week, thirty-two (32) hours to be consecutive; with two (2) days off to be consecutive and at least either the Saturday or the Sunday as a day off during each work week, or three (3) days, ten (10) hours a day consecutively with four (4) consecutive days off.
- c) All extra hours shall be first offered to part-time Employees by seniority then to Casual Employees by seniority.
- d) There shall be at least nine (9) hours in between shifts, if there is less than nine (9) hours between shifts over time rates shall apply.

8.02 Shift schedules and Paid Breaks

i) 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 eight (8) consecutive hours for five (5) days per week, or not more than ten (10) consecutive hours four (4) days per week with an additional scheduled paid ten (10) minute break.

ii) Afternoon shift

Afternoon shift that starts between 12:00 p.m. and 7:59 p.m. and shall be not more than eight (8) consecutive hours for five (5) days per week or not more than ten (10) consecutive hours four (4) days per week.

iii) Paid Breaks

Employees are entitled to paid breaks as follows:

- In excess of six (6) consecutive hours on shift - two (2) paid fifteen (15) minute breaks or equivalent.
- Four (4) to six (6) consecutive hours on shift - one (1) paid fifteen (15) minute break or equivalent.
- Ten (10) hour shifts shall be allowed an additional paid ten (10) minute break or equivalent.

- Such breaks to be taken at a time and place convenient to operations.
- "or equivalent" means that the one or two breaks may be taken in smaller instalments, i.e. when convenient to both Employer and Employee.

8.03 Shift Schedules

All shift schedules shall be posted and a maintained in a readily available place easily accessed by all Employees at least fourteen (14) calendar days in advance. 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.

- a) Newly developed shift schedules shall be posted fourteen (14) calendar days prior to implementation.
- b) The Employer shall not make any change to an Employee's time record affecting pay without the Employee's knowledge.
- c) 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.
- d) The Employer and the Union, conditional upon mutual agreement, may enter into an agreement to provide for a modified work week for a group of Employees. Such agreement may include a Saturday to Friday work week.

8.04 Call Out and Reporting Pay

Except for Employees on stand-by, any Employee who is called to work shall be paid a minimum of two (2) hours at the overtime rate.

Any Employee who reports for work, but due to inclement weather or operational closure cannot commence to work, shall be paid three (3) hours pay at their rate of pay. The Employee shall be required to stay at work and fulfill the three (3) hours if the Employee chooses to go home, they shall not be paid.

8.05 Stand-by

Employees required to remain within telephone contact and available to answer emergency and service calls during their off-duty hours shall be considered to be on stand-by.

- a) Employees on stand-by shall receive one (1) hour pay at their current rate per day on weekdays.
- b) Employees on stand-by duty during a statutory holiday or weekend shall receive one (1) hour pay at their rate of pay plus the appropriate shift premiums per day.
- c) In addition to the stand-by pay, the Employee shall be paid a minimum of two (2) hours at the overtime rate for each call out.

8.06 Change of Shift

Where a change of 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.

8.07 Overtime

- a) All hours worked outside the regular hours of work, as defined in Article 8 on days off, and on General Holidays shall be considered overtime and shall be paid at one and one half (1 ½) times the Employee's regular rate of pay.

- b) An Employee may choose to bank overtime at the rate specified in Article 8. Such banked time shall be taken off at a time mutually agreeable between the Employee and the Employer. Overtime bank shall not exceed eighty (80) hours.
- c) Prior to any pay period cut off, an Employee may request pay out of a portion, or all of the overtime bank once per month.
- d) 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 half (1/2) hour meal periods, are not considered call-backs.
- e) Subject to the requirement for operational efficiency, overtime shall be distributed as follows:
 - i) When a shift is extended beyond the regular working hours, regular members of the crew, regardless of employment status, will be given first option to continue work on an overtime basis.
 - ii) Priority will be given to qualified senior staff occupying an established position and from the classification required and who normally work in that Department.
 - iii) Next priority would then be given to qualified senior staff occupying an established position from another classification but still within that Department.
 - iv) Next priority would then be given to qualified senior temporary or casual staff from that Department.
 - v) The last priority goes to qualified senior staff occupying an established position from another Department.

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

8.09 Shift Premium

A two dollar and fifty cents (\$2.50) 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.

8.10 Reporting Pay

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

Any Employee who starts work and is then sent home shall be paid a minimum of three (3) hours pay at their rate of pay.

8.11 Statement of Earnings

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

8.12 Pay Days

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

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

ARTICLE 9 - EMPLOYEE BENEFITS OR FRINGE BENEFITS (Effective January 1, 2020)

9.01 Personal Protective Equipment Safety Allowance

Employees with three (3) months continuous service and require safety footwear and/or gloves as a condition of employment shall be allocated a safety boot allowance of up to one hundred seventy-five dollars (\$175.00) upon submission of receipts and on January 1st of every even numbered year, the one hundred seventy-five-dollar (\$175.00) allowance shall be refurbished.

9.02 General Holidays

The following shall be General Holidays:

New Year's Day	Labor 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.

- 9.03 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, Employee and the Union.
- 9.04 Casual Employees shall be paid 4.2% of their basic rate earnings to compensate for General Holidays.
- 9.05 When an Employee(s) work on a General Holiday, the Employee(s) shall be entitled to take a regular working day off in lieu of such holiday or pay in lieu. Such day off in lieu shall be requested by the Employee prior to the General Holiday or pay in lieu shall be paid. Such day off in lieu shall be taken at a mutually agreed date between the Employee and their Supervisor.
- 9.06 Paid time off, or pay in lieu thereof, for a General Holiday shall be paid based on the length of the Employee's regular shift at the straight time rate.

ARTICLE 10 - ANNUAL VACATIONS

10.01 Employees occupying established positions on a full-time (forty (40) 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>Percentage based Annual Vacation Accrual</u>
0-5 years	4%
6-10 years	6%
11-15 years	8%
16-20 years	10%
21and over	12%

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

10.03 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

10.04 Temporary and Casual Employees shall be paid 4% vacation pay each payroll.

Upon written notification to the Employer, Temporary Employees may bank the 4% vacation pay. Any Temporary Employee who has become eligible and has elected to receive benefits must bank the 4% vacation pay.

10.05 Vacation hours may be accumulated and carried over to a maximum of forty (40) hours.

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

10.07 Vacation requests shall be in writing by March 31st for every year. Vacation will be given in order of Seniority in no more than two (2) week blocks, to give everyone the opportunity for vacation. After March 31st it will be awarded on a first come first serve basis.

10.08 All Employees will have the right to exchange vacation time by mutual agreement all requests must be in writing fourteen (14) days in advance.

- 10.09 Vacation schedules shall be posted in an area visible to all Employees with any remaining available weeks highlighted.
- 10.10 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 later by mutual consent of both parties.

ARTICLE 11 - LEAVE OF ABSENCE

- 11.01 Employee(s) desiring leave of absence must apply to their immediate supervisor in writing. Should their application be refused, they shall have the right to appeal to the Manager.
- 11.02 If an Employee has been granted leave of absence, they will be required to pay the full cost of all fringe benefits, such as medical plan, group insurance, and other levies providing the leave of absence exceeds one (1) month.
- 11.03 Three (3) representatives of the Union, who are Employees of the Employer, shall attend negotiating meetings and if held during their normal working hours shall suffer no loss of pay or benefits.
- One (1) representative of the Union, who is an Employee of the Employer, shall attend 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.
- 11.04 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 with pay for this purpose. An Employee on an approved Union leave of absence shall continue to receive all pay and benefits, subject to the terms of the RRSP 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.
- 11.05 A permanent, probationary, or temporary Employee who is required to serve as a juror or is subpoenaed as a witness where the Employee is not the subject of litigation, shall be granted the necessary time off without loss of regular pay while so serving, providing that the Employee remits to the Employer any wages or fees they receive for so serving.

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

11.07 Bereavement Leave

Employees shall be entitled to bereavement at the time of death of an immediate relative as follows: son, daughter, current partner (including common law partner), mother, father, sister, brother, step parents, step children and step siblings, step grandchildren, parent of current partner, son-in-law, daughter-in-law, grandparent, grandchild, sister-in-law, brother-in-law, grandparent of partner, or legal guardian.

Additional days will be granted for travel time if distance travelled is more than 450 kilometers from Grande Prairie.

11.08 Sick Leave

Permanent Employees shall be eligible to accumulate sick leave pay of up to four (4) paid days per year for Full Time Employees, up to two (2) paid days per year for part-time Employee deducted from the Employee's accumulated sick leave. (Effective January 1, 2020)

All Employees shall advise the Employer of sickness a minimum of one (1) hour 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 after three (3) continuous days as proof of illness may be requested by the Employer. The Employer shall reimburse the Employee for receipted costs of the requested certificate. Abuse of sick leave may result in disciplinary action.

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.

An Employee shall not lose, accrue, or have access to sick leave benefits while on lay off.

Temporary Employees shall not lose their accumulated sick leave if a break of employment occurs and is less than six (6) months.

Employees suffering from an addiction who are actively engaged in and recognized treatment program shall be eligible for coverage under the Employee disability support plan while absent and may receive benefits until fit to return.

11.09 Personal day

All Employees shall be entitled to one paid personal day off per calendar year.

11.10 Maternity, Adoption and Parental Leave

Parental leave shall be granted by the Employer to a Permanent Employee who has worked for the Employer for the minimum of ninety (90) consecutive days upon the impending birth of a child.

Leave shall be for a maximum period of sixteen (16) weeks for maternity leave and up to a maximum of an additional sixty-two (62) weeks for parental leave with the Employer, to a total maximum leave of seventy-eight (78) weeks.

Request for maternity or parental leave must be made in writing a minimum of six (6) weeks prior to the date they intend 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 12.02 and 12.03 (Alberta Health Care Insurance, Group Life Insurance) provided the Employee pays their share.

An Employee on maternity or parental leave shall provide the Employer with four (4) weeks written notice of the date they wish to return to work and upon their return to work they will be placed in the same classification held by them immediately prior to them taking maternity or parental leave. If, within two (2) weeks prior to the end of the maternity or parental leave.

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.

11.11 Disappearance or Death of a child

An Employee shall be entitled to fifty-two (52) weeks unpaid leave in the event of the death or disappearance of a child, as a result of a probable Criminal Code offence. An Employee in an established position may use family and sick leave before commencing the fifty-two (52) weeks unpaid leave. Employees shall not lose Seniority or their position while on leave. Upon

returning to work the Employee shall be returned to their original position and rate of pay.

In the Event that the disappearance of the child resulted in death the Employee shall be entitled to one hundred and four (104) weeks of unpaid leave as a result of a probable Criminal Code offence. An Employee in an established position may use family and Sick leave before commencing one hundred and four (104) weeks unpaid leave. Employees shall not lose Seniority or their position while on leave. Upon returning to work the Employee shall be returned to their original position and rate of pay.

11.12

Critical illness leaves	Thirty-six (36) weeks for a child Sixteen (16) weeks for an adult as per Employment Standards
Compassionate care leaves	Twenty-seven (27) weeks per year
Domestic Violence Leaves	Ten (10) days per year per Employment Standards
Revisit leave as needed	

ARTICLE 12 - EMPLOYEE BENEFITS

12.01 RRSP Plan (Effective January 1, 2020)

Every eligible Employee may join the RRSP Plan. The Employer shall match up to fifty dollars per month for fulltime Employees and twenty-five (25) dollars per month for part time Employees.

12.02 Alberta Health Care Insurance

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

12.03 Group Life Insurance, Extended Health Benefit, and Dental Group Insurance

- i. 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.
- ii. Extended health, Vision and Dental claims reimbursement shall be provided by the Employer, premiums 100% Employer paid.
- iii. The plans shall cover eligible Employees and their dependents.

- iv. Prior to any Employer initiated changes to the group insurance benefits, the Employer agrees to discuss such contemplated changes with the Union Representatives.
- v. The Employer and the Union agree that such discussion will take place through the Benefit Advisory Team.

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

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

Membership for the Benefit Advisory Team will include three (3) CUPE Representatives.

12.05 Eligibility

“Eligible Employee(s)” in Articles 12.01, 12.02 and 12.03 means Employees, other than casual Employees, who hold an established position.

12.06 Benefits for Temporary and Casual Employees

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

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

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

- a) Employee entitlements under the following clauses shall be earned and calculated in hours, based on eight (8) or ten (10) hours equals one (1) day: Article 10 Annual Vacations, Article 11.07 Bereavement Leave, Article 11.08 Sick Leave.
- b) Where an Employee is absent from work for reasons of annual vacation, sick leave, they shall receive one (1) hour’s pay for each scheduled regular hour of work missed, up to their total hours of entitlement as set out in Article 10 and Article 11 and their entitlement shall be reduced

accordingly. An Employee may request additional time off without pay to ensure that the leave expires at the end of a regular shift. An Employee on bereavement leave shall be granted, on request, additional time off without pay.

ARTICLE 13 - SENIORITY

- 13.01 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
- 13.02 When any temporary or Casual Employee is accepted into an established position, as designated by the Employer, and such employment is consecutive, with no break in employment greater than six consecutive (6) months, then seniority shall be back dated and accrued from the date the consecutive employment commenced but shall not include breaks in employment.
- 13.03 Acceptance into an established position, as described by the foregoing, will not preclude the affected Employee from the three (3)-month probationary period as per Article 7.01 Probationary Period of the Collective Agreement.
- 13.04 Future vacation eligibility will be based on the employment date of the consecutive employment; however, the first year will be prorated from the date of appointment to the established position.
- 13.05 Seniority is defined as the length of service in the bargaining unit and shall be used in determining preference or priority for promotions, transfers, layoffs, permanent reduction of the work force and recall provided the Employee has the necessary qualifications.
- 13.06 An Employee shall not lose seniority rights if they are absent from work because of sickness, disability, accident, layoff, or leave of absence approved by the Employer. An Employee shall only lose his seniority in the event:
- a) They are discharged for just cause and are not reinstated; or
 - b) they resign in writing and does not withdraw within three (3) days; or
 - c) they fail to return to work within seven (7) calendar days following a layoff after being notified to do so by Certified Mail at 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.
- 13.07 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 on February 1 of each year.

ARTICLE 14 – LAYOFFS AND REHIRING

- 14.01. a) Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff in any classification, Employees in that classification shall be laid off in the reverse order of their seniority. Employees laid off may exercise their seniority rights over any Employee having
- b) 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.
- c) Employees are not required to accept recall to a lower paying position and will remain eligible for recall.
- d) From the date of lay-off, if an Employee's former position becomes available, and the Employee has bumped into another position, or vacant position, or has been recalled and accepted another position, such Employee shall be given first priority for reinstatement to their former position. Unless, such Employee notifies the Employer/Union in writing that they are no longer interested in being recalled to their former position.
- e) The Employer agrees to provide written notice of termination of at least.
- | | |
|----------|--|
| 2 weeks | More than 90 days but less than 1 year |
| 4 weeks | 1 year but less than 3 years |
| 6 weeks | 3 years but less than 5 years |
| 8 weeks | 5 years but less than 7 years |
| 10 weeks | 7 years but less than 9 years |
| 12 weeks | 9 years or more |

ARTICLE 15 - PROMOTIONS, POSTINGS AND STAFF CHANGES

- 15.01 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 on all bulletin boards easily accessible to all Employees for a minimum of ten (10) consecutive business days in order for all members to make an application. If there are no internal applicants, the Employer will then be allowed to post externally.
- 15.02 The Employer shall initiate a vacant review process within five (5) 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.
- 15.03 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 seniority, qualifications and ability. Where qualifications and ability are relatively equal, seniority shall be the determining factor. The successful applicant shall be placed on a trial period of one (1) month. Conditional upon satisfactory service, such trial period shall become permanent after one month. In the event the applicant proves unsatisfactory, they shall be returned to their former position and wage rate without loss of seniority. An Employee on trial period shall have the right to return to their former position within one (1) month if they so desire.
- 15.04 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 and the Union prior to posting. In the event the applicant proves unsatisfactory, they 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 their former position within the trial period if they so desire.
- 15.05 If there are no successful permanent applicants then qualified temporary and casual applicants, currently employed, shall be considered before external candidates.
- 15.06 A qualified temporary or casual applicant shall be hired in preference to any external candidate if:
- a) The qualified temporary or casual applicant is currently employed in the classification being hired for at least three (3) consecutive months.

- b) The qualified temporary or casual applicant's performance and conduct record is at least satisfactory in all areas.

15.07 The Recording Secretary of Local 787 will receive a monthly change report from the Employer of all appointments, hiring, layoff, rehiring, termination of employment, contact information and changes of employment status for all members.

ARTICLE 16 - NEW CLASSIFICATIONS

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

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

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

ARTICLE 17 - JOB TRAINING

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

17.02 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.

17.03 The Employer shall 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.

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

17.05 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.

ARTICLE 18 - JOB DESCRIPTIONS (Effective February 15, 2019)

18.01 The Union shall be supplied with all job descriptions that fall in the scope of the Bargaining Unit and as changes occur. These shall be forwarded to the recording secretary of the local

ARTICLE 19 - GRIEVANCE PROCEDURE

19.01 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.

19.02 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.

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

Step 1: An Employee who believes themselves to be aggrieved shall within fifteen (15) business days, take up the matter with their immediate Supervisor and attempt to solve the grievance. For this purpose, they may, if they wish, be either accompanied by a representative of the Union or have the representative initiate the conversation on their behalf.

Step 2: Failing satisfactory settlement within ten (10) business days after the difference was submitted under Step 1, the Employee(s) concerned, together with a member of the Union, will submit within five (5) business days to the next level of management, a written statement of the particulars of the complaint, the articles of the collective agreement violated and the reasons a violation is alleged and the redress sought. The Union shall meet with the next level of management and the Employer representative within five (5) business days to present their position, in the hopes of resolving the matter. This next level of management shall render their decision in writing within ten (10) business days after meeting with the Grievor and the Union.

Step 3: Failing settlement being reached in Step 2, the Employee(s) concerned, together with the Union, shall within five (5) business days submit the matter in writing, the articles of the Collective Agreement violated and the reasons a violation is alleged to the board, the board shall meet with the Employer Representative, the Grievor and/or the Union, in hope of resolving the matter. The board shall render their decision in writing within ten (10) business days after meeting with the Grievor and/or the Union.

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

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

19.05 At any time before Arbitration either party may request to settle grievances by mediation such requests shall not be unreasonably denied.

19.06 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 19 Grievance Procedure may be by-passed.

19.07 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.

19.08 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 "business days" shall be considered as the days on which offices are open to the Public.

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

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

SCHEDULE A - WAGES

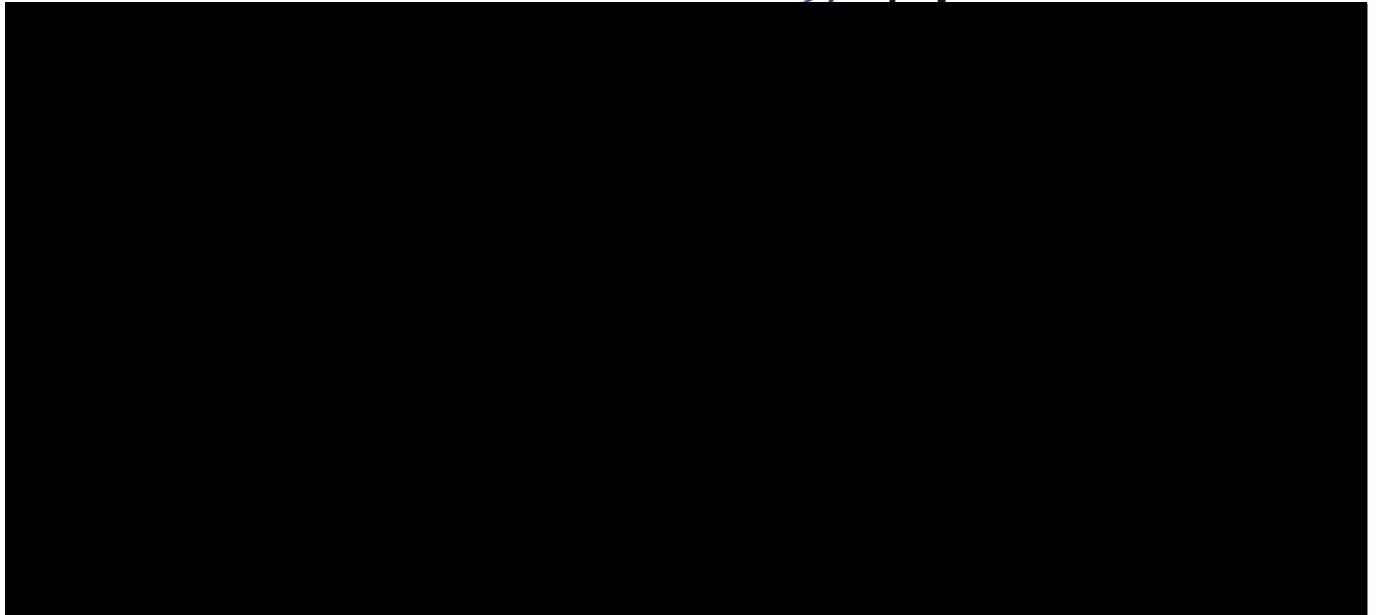
Increase as of January 1, 2019 – 3.5%, January 1, 2020 – 4%

Schedule A			
Steps	2018	January 1, 2019 3.5%	January 1, 2020 4%
Probation Less than 90 days	\$20.61	\$21.33	\$22.18
Step 1 90 days to 1 year	\$21.24	\$21.98	\$22.85
Step 2 1 year to less than 2 years	\$21.87	\$22.64	\$23.55
Step 3 2 years to less than 3 years	\$22.48	\$23.27	\$24.20
Step 4 3 years to less than 5 years	\$23.11	\$23.92	\$24.20
Step 5 5 years to less than 10 years	\$23.72	\$24.55	\$25.53
Step 6 10 years or more	\$24.35	\$25.20	\$26.21
Shift Differential	\$2.50	Weekday Evenings After 6:00PM (M-F)	
	\$2.50	Weekends (Sat/Sun)	
**Current Wage Levels Apply to All Positions			

Dated this 8th day of March, 2019, at Grande Prairie, in the Province of Alberta.

For the Union

For the Employer



LETTER OF UNDERSTANDING #1

Between

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

And

DISABLED TRANSPORTATION SOCIETY
(the "Employer")

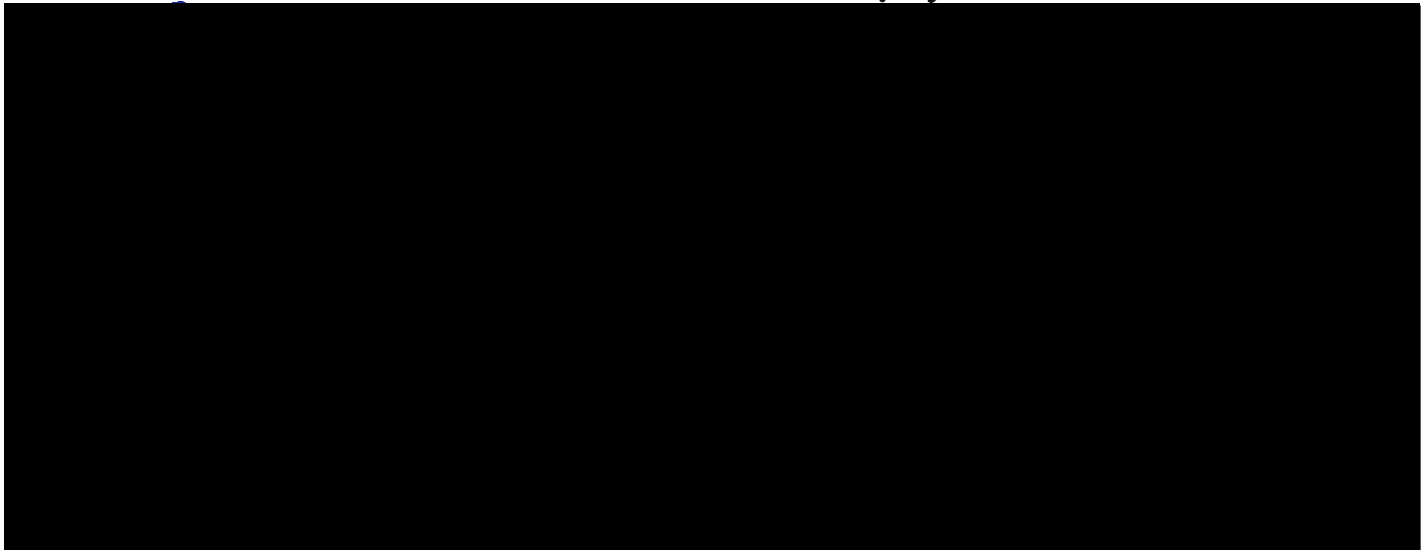
RE: Discipline

The Employer shall review each Employee file and remove any discipline prior to February 28, 2018. To be concluded by February 28, 2019.

Signed this 8th day of March, 2019 in the City of Grande Prairie
in the Province of Alberta.

For the Union

For the Employer



LETTER OF UNDERSTANDING #2

Between

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

And

DISABLED TRANSPORTATION SOCIETY
(the "Employer")

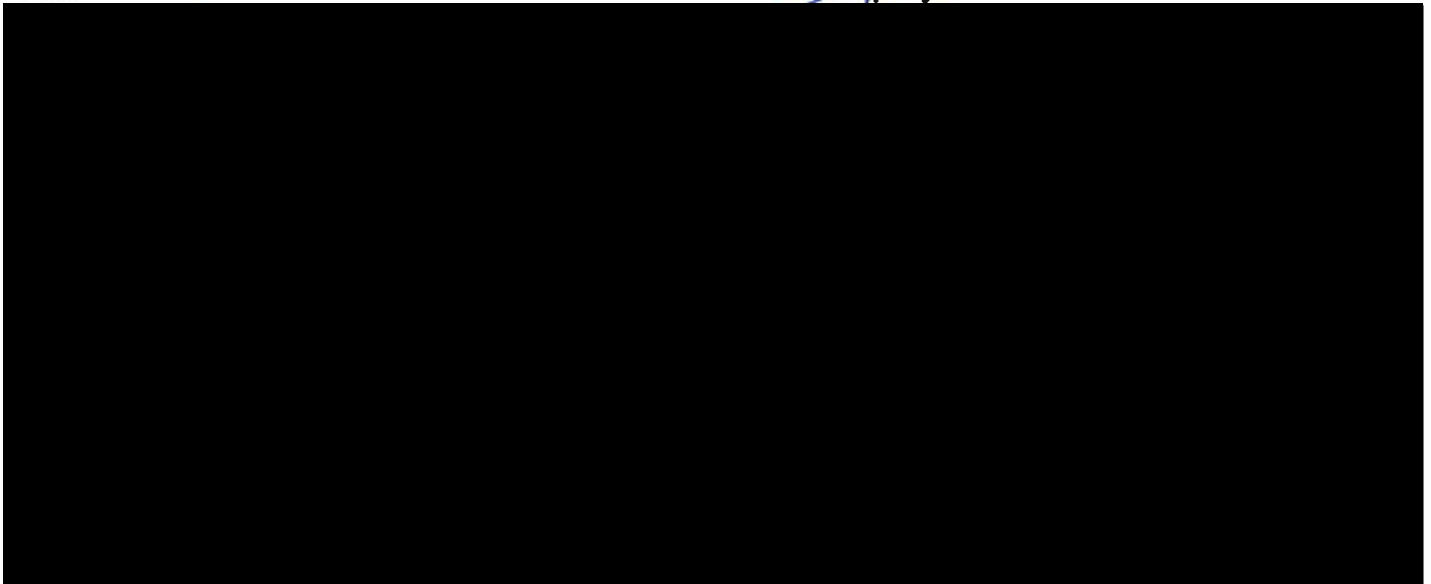
RE: Grandfathered Employee Action

All current Employees as of November 29, 2018 shall be grandfathered at their current shift schedules, hours, employment status, Benefit and vacation rates. RRSP matching shall be honored for the above-mentioned Employees at Full-Time and Part-Time status for contributions.

Signed this 8th day of March, 2019, in the City of Grande Prairie in the Province of Alberta.

For the Union

For the Employer



df/cope#491

LETTER OF UNDERSTANDING #3

Between

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

And

DISABLED TRANSPORTATION SOCIETY
(the "Employer")

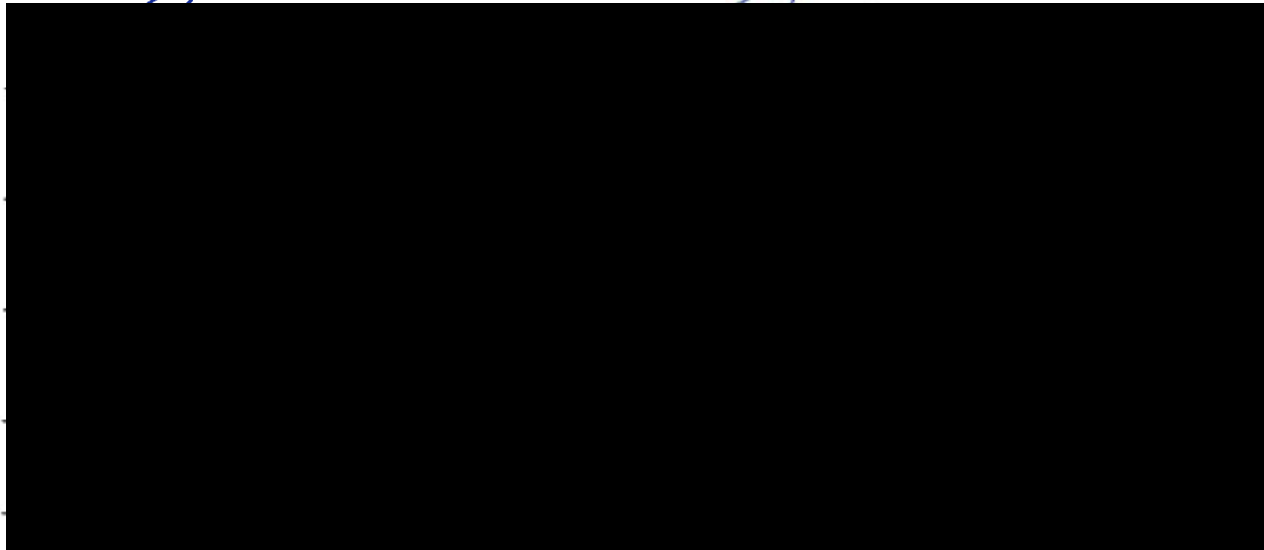
RE: Benefits

All current Employees who are not receiving Benefits shall be added to the Benefits Plan provided by the Employer. In the event that the Employer is unable provide Benefits under their current plan to said Employees, the Employer shall provide premiums that would have been paid by the Employer directly to the Employee, so they may attain an individual Benefit Plan.

Signed this 8th day of March, 2019, in the City of Grande Prairie in the Province of Alberta.

For the Union

For the Employer



df/cope#491