

COLLECTIVE AGREEMENT

BETWEEN

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1458



AND

MUNICIPALITY OF JASPER



January 1, 2021 to December 31, 2023

COLLECTIVE AGREEMENT

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THIS AGREEMENT MADE THIS ____ DAY OF _____ 20 ____

BETWEEN:

MUNICIPALITY OF JASPER
(hereinafter referred to as "the Employer")
of the first part,

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1458
(hereinafter referred to as "the Union")
of the second part

ARTICLE 1 – DEFINITIONS

1.01 "CALL-IN"

"CALL-IN" is defined as a request from the Employer for an employee to report for work outside of the employee's normal hours of work.

1.02 "CHIEF ADMINISTRATIVE OFFICER"

"CHIEF ADMINISTRATIVE OFFICER" is defined as "Municipal Manager of the Municipality of Jasper".

1.03 "DISCRIMINATION"

There shall be no discrimination by the Employer or the Union in respect of any employee on the basis of prohibited grounds, including but not limited to race, political or religious beliefs, colour, gender, physical or mental disability, age, ancestry, place of origin, marital status, source of income, family status, sexual orientation, gender identity, gender expression or membership in the Union.

1.04 "EMERGENT"

"EMERGENT" is defined as an unplanned event requiring an urgent response that has just been noted and continues to evolve.

1.05 "EMPLOYEE STATUS"

- a) "CASUAL EMPLOYEE" – an employee who performs one or more of the following:
 - i) scheduled to relieve in the case of absences for illness or injury of not more than thirty (30) days of other employees;

- ii) scheduled to provide vacation coverage of not more than sixty (60) days;
- iii) assists with short-term work overloads;
- iv) works irregular hours with no established pattern;
- v) is temporarily placed on a work schedule to comply with legal staffing requirements;
- vi) provides temporary relief when the employer is unable to fill a vacancy.

b) "CONTINUOUS EMPLOYEE"

"CONTINUOUS EMPLOYEE" – an employee hired on a continuous basis who has successfully completed the required probationary period.

c) "EXTENDED TERM EMPLOYEE"

"EXTENDED TERM EMPLOYEE" – an employee who:

- i) is hired for a specific term exceeding five (5) months, and
- ii) is employed to provide coverage for approved leaves of absences exceeding five (5) months, maternity leaves and extended medical disability leaves, and
- iii) works regularly scheduled continuous shifts.

Approved for grant-funded and maternity leave extended terms will be eligible for benefits according to Article 13.01.

d) "PART-TIME CONTINUOUS EMPLOYEE"

"PART-TIME CONTINUOUS EMPLOYEE" – an employee who:

- i) is a regularly scheduled continuous employee working less than full-time hours;
- ii) performs work of an established position; and
- iii) works on a year-round basis;
- iv) Part-time continuous employees are eligible for prorated benefits if working fifteen (15) hours or more per week.

e) "PROBATIONARY EMPLOYEE"

"PROBATIONARY EMPLOYEE" – a newly hired employee who is serving the required probationary period for a continuous, seasonal, term or extended term position.

f) "SEASONAL EMPLOYEE"

"SEASONAL EMPLOYEE" – an employee who performs one or more of the following:

- i) works a specific term of more than five (5) months;
- ii) is eligible to work for several years through a series of layoffs and recalls;
- iii) is hired to work full-time or part-time hours.

Seasonal employees are eligible for prorated benefits if the employee works more than fifteen (15) hours per week on a continuous basis.

g) "TERM EMPLOYEE"

"TERM EMPLOYEE" – an employee who performs one or more of the following:

- i) is hired for a specific term not exceeding five (5) months;
- ii) is hired to fill vacancies of more than thirty (30) consecutive working days;
- iii) is employed for work overloads and special projects of more than thirty (30) working days with specific start and finish dates;
- iv) works regularly scheduled continuous shifts.

1.06 "EXTENDED LEAVE OF ABSENCE"

"EXTENDED LEAVE OF ABSENCE" is defined as any period more than one (1) month up to one (1) year.

1.07 "INTERNAL APPLICANT"

"INTERNAL APPLICANT" is defined as an employee with seniority and/or is employed thirty (30) calendar days prior to the posting.

1.08 "JOINT COMMITTEES"

Both the Union and the Employer recognize the importance of forming committees jointly. Committees formed on this basis foster good relations for both the Union and the Employer.

1.09 "OVERTIME"

"OVERTIME" is defined as all time authorized by the Employer and worked by the employee in excess of their normal hours of work on a daily and weekly basis.

1.10 "SENIORITY"

"SENIORITY" is defined as date of hire with the Municipality of Jasper or its predecessors.

1.11 "SEXUAL HARASSMENT"

"SEXUAL HARASSMENT" is defined as any unwelcome interaction which directly or indirectly affects a person's job security, prospects of promotions or earnings and terms of employment. "SEXUAL HARASSMENT" can include whether indirect or explicit, but not limited to:

- a) sexist jokes causing embarrassment or offence, told or carried out after the joker has been advised that they are embarrassing or offensive, or that, their nature are clearly embarrassing or offensive;
- b) leering;
- c) display of offensive material in a sexual nature;
- d) sexually degrading words used to describe a person;
- e) drawing attention to a person's gender and having the effect of undermining the person's role in a professional or business environment;
- f) sexually suggestive or obscene comments or gestures;
- g) sexual flirtations, advances or propositions;
- h) inquiries or comments about a person's sex life;
- i) inappropriate touching; or
- j) sexual assault

1.12 "SHORT-TERM LEAVE OF ABSENCE"

"SHORT-TERM LEAVE OF ABSENCE" is defined as any period up to one (1) month.

1.13 "STANDBY"

"STANDBY" is defined as a state of readiness in which an employee:

- a) is fit for duty;
- b) can respond to a call-in within five (5) minutes;

c) can report for work within thirty (30) minutes.

1.14 "VACANCY"

"VACANCY" is defined as an unoccupied position that the Employer intends to fill.

1.15 "WORK WEEK"

"WORK WEEK" is defined as Sunday to Saturday inclusive.

1.16 "WORKPLACE HARASSMENT"

"WORKPLACE HARASSMENT" is defined, whether indirect or explicit, but not limited to as:

- a) any violent or threatening physical or verbal outburst or abuse;
- b) sarcastic or derogatory remarks, jokes, innuendo or actions which undermine, demean, belittle or humiliate an individual or their ability or intelligence; or
- c) yelling, screaming, swearing or similar behavior aimed at intimidating, frightening, coercing, or offending those at whom it is directed.

1.17 "WORKPLACE VIOLENCE"

"WORKPLACE VIOLENCE" is defined as any behaviour that threatens, abuses, injures, victimizes or puts individuals at risk in the workplace.

1.18 "A YEAR'S SERVICE"

The definition of "A YEAR'S SERVICE" is:

- a) an accumulation of at least six hundred (600) hours, and
- b) at least twelve (12) months has lapsed. Rationale – an employee working approximately 30% time or more on a regular basis would be eligible for an incremental movement on the grid in one year. Employees working less than 30% time would take additional time to accumulate six hundred (600) hours.

ARTICLE 2 – RECOGNITION AND MEMBERS' RIGHTS

2.01 Recognition of Union

- a) The Employer recognizes the Canadian Union of Public Employees and its Local 1458 as the sole and exclusive collective bargaining agent for all employees covered by this Collective Agreement under the terms of Certificate #1-96.

- b) The Employer agrees that Employees covered by the scope of this Collective Agreement shall not have their regular hours of work or pay reduced by reason of persons not in the bargaining unit performing duties normally assigned to employees within the scope of the Collective Agreement.
- c) No Employee covered by this Collective Agreement shall be required or permitted to make any written or verbal agreement with the Employer or his representative which clearly conflicts with the terms of this Collective Agreement.

2.02 Negotiations

The Employer hereby agrees to negotiate with the Union, represented by any duly elected officer or officers, or anyone appointed by the officers or representatives of the Union, including any representatives of the Canadian Union of Public Employees whom the Union may call upon at any time for assistance in negotiations, discussions, or grievances with the Employer. The President or a designate of the President's choice shall be contacted for any clarification of the contract required by the Employer.

2.03 Members' Rights

a) Existing Rights

All rights, benefits, privileges, and working conditions which employees now enjoy, receive, or possess as employees of the Employer shall continue to be enjoyed and possessed, but may be modified by mutual agreement between the Employer and the Union.

b) Collective Agreement

The Employer shall provide all employees with a copy of the Collective Agreement and any Letters of Understanding reached between the Employer and the Union during the term of the Collective Agreement. Letters of Understanding shall form an addendum to the Collective Agreement.

2.04 Union Dues

a) Deductions:

The Employer shall deduct from each employee covered by this Collective Agreement all monthly union dues based on the formula stipulated in writing by the Union to the Employer.

b) Payments:

Deductions shall be made from each employee's pay, and the dues shall be forwarded to the Treasurer of the Union once a month, not later than the fifteenth (15th) day of the month, accompanied by a list which will include names, classifications, gross wages, and overtime amounts of employees from whose wages the deductions have been made.

c) Indemnification:

The Union agrees to indemnify and save harmless the Employer from liability or actions out of the operation of Article 2.

2.05 Union Officers, Shop Stewards, and Union Representatives

- a) The Employer agrees that the shop steward shall not be hindered, coerced, or interfered with in any way in the performance of the steward's function while investigating disputes and presenting adjustments. The Union understands and agrees that each shop steward is employed to perform work as required by the Employer, and that they will not leave their work during working hours except to perform the duties as provided in this Collective Agreement. Therefore, no Union officer, shop steward, or Union representative shall leave their work without obtaining the permission of their supervisor; such permission shall not be unreasonably withheld.
- b) The Union shall inform the Employer, in writing, as to the names and addresses of its officers, negotiating committee members, shop stewards, and any other persons who are authorized representatives of the Union in matters which are appropriate under the provisions of this Collective Agreement. The Union shall also inform the Employer, in writing, of any changes to such list on receipt of same by the Union.

2.06 Personnel Records

- a) An employee shall have the right, upon request, to have access to and review their own personnel record.
- b) Any disagreement as to the accuracy of information contained in the file may be subject to the grievance procedure, and the eventual resolution thereof shall become part of the employee's record.
- c) No evidence from the employee's record may be introduced as evidence in any hearing of which the employee was not aware at the time of filing.
- d) Employees shall have the right to make copies of any material contained in their own personnel file.

- e) The Employer will remove from the employee's personnel file any information relating to disciplinary action or complaints, provided that similar or additional complaints or disciplinary action have not occurred within a twenty-four (24) month period.

2.07 Bulletin Boards

The Employer will provide the Union with bulletin boards in appropriate areas of the work site for posting Union information available to all Employees. All notices from the Employer to the Union shall be sent to the President of the Union, or designate of the President's choice, for appropriate handling.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 General

The Employer reserves all rights not specifically restricted by the terms of this Agreement. The Union recognizes the exclusive right of the Employer to exercise the regular and customary function of the Employer to operate and manage the business and affairs of the Municipality in all respects and to direct the working forces, subject to the terms of this Collective Agreement. The Employer shall exercise its rights in fair and reasonable manner.

3.02 Disputes Regarding Management Rights

The question of whether any of these rights are limited by this Collective Agreement shall be decided through the grievance procedure (Article 18).

ARTICLE 4 – STRIKES OR LOCKOUTS

- 4.01 a) The Employer agrees that it shall not require or direct Employees to perform work resulting from strikes that would normally have been carried out by those on strike.
- b) The Union and Employer agree that there will be no strikes or lockouts during the term of this agreement.
- c) The Employer and Union agree that employees will not be obliged to cross a picket line set up by other unions if crossing the picket line represents a physical danger. Employees who choose not to cross a picket line will immediately contact the Employer.

ARTICLE 5 – DISCRIMINATION

5.01 Harassment

All employees covered by this Collective Agreement have a right to freedom from personal, sexual harassment or workplace violence. The parties agree to jointly educate both employees and managers to prevent harassment and provide the appropriate level of protection from the risks of workplace violence.

5.02 Surveillance Systems

The Municipality and the Union recognize the need for electronic surveillance systems for the purpose of protecting the employees, public and property of the Municipality from criminal acts. At no time may such systems be used as a means to evaluate performance of employees and to gather evidence in support or defense of disciplinary measures unless such disciplinary measures result from the commission of a criminal act.

ARTICLE 6 – SENIORITY

6.01 Seniority Lists

The Employer shall maintain one seniority list comprised of all full-time continuous, part-time continuous, seasonal, term and extended term employees. The list shall be updated twice annually (in June and December) showing the date upon which each employee's service commenced. Lists shall be provided to all departments and the CUPE Local 1458 Recording Secretary by the Human Resources Department.

6.02 Seniority

An employee shall be added to the seniority list from their date of hire following successful completion of their probationary period (excluding casuals).

- a) If a casual employee becomes a term, extended term, full-time continuous, part-time continuous or seasonal employee, their seniority commences with their date of hire as a term, extended term, continuous or seasonal employee.
- b) If a term, extended term or seasonal employee becomes a full-time continuous, part-time continuous employee, their accumulated seniority will be retained.
- c) If a full-time continuous or part-time continuous employee becomes a term, extended term or seasonal employee, their accumulated seniority will be retained.
- d) If a full-time continuous or part-time continuous employee becomes a term, extended term, casual or seasonal employee as a result of a lay-off, their accumulated seniority will be retained.

6.03 Seniority during Absence

Seniority shall continue to accrue in the event of approved leaves of absence.

6.04 Removal from Seniority List

Once on a seniority list, an employee's name shall not be removed except under the following circumstances:

- a) the employee resigns, or
- b) the employee is discharged for just cause and is not reinstated, or
- c) the employee has not worked within a twelve (12) month period, or
- d) after being notified to return to work after a layoff, the employee fails to contact the employer within thirty (30) days of receipt of notice.

6.05 Administration of Seniority

The seniority lists shall be used in determining:

- a) internal hiring as per clause 7.01, and
- b) promotions as per clause 7.02 a), and
- c) layoff and recall as per clauses 8.01 g) and 8.02 a).

6.06 Probation

- a) All newly hired full-time continuous employees shall serve a three (3) month probationary period. The end date of the probationary period shall be included in the employee's letter of hire.
- b) All newly hired part-time continuous, seasonal, term, and extended term employees shall serve a prorated probationary period. The probationary period, including the end date of the period, shall be specified in the employees' letter of hire. The probationary period shall not exceed six (6) months.
- c) The Employer may recognize and credit time worked as casual, term, or extended term towards the probationary period.
- d) Probationary employees shall be notified of their progress and shortcomings during the probationary period in order that the employee may correct any shortcomings in their job performance.
- e) If during the probationary period, the employee is found to be unsatisfactory, the employee's probationary period may be extended by up to three (3) months by mutual agreement between the Union and the Employer

ARTICLE 7 – POSTING AND FILLING VACANCIES, PROMOTION, AND AVAILABILITY FOR CASUAL WORK

7.01 Posting and Filling Vacancies

- a) When a position is created, or a vacancy occurs in a continuous position, the Employer shall immediately notify the President and post the notice on the Union bulletin boards for a minimum of five working (5) days. Positions shall be advertised within five working (5) days of the vacancy except in the case of vacancies arising from normal retirement, when the position will be posted sixty (60) days prior to the retirement.
- b) The internal/external notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, current shifts, hours of work, and wage or salary range.
Such qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner.
- c) The President of the Local shall be notified of all appointments, hirings, lay-offs, transfer, recalls, and termination of employment.
- d) The Employer may advertise at the same time as giving the Union notice of the vacancy.
- e) Internal applicants shall be given preference over external applicants provided qualifications, required knowledge, education, and skills, as defined in the job posting, are relatively equal.
- f) The Union President or designate will be sent a copy of all letters of hire within twenty-four (24) hours of acceptance.

7.02 Promotion

- a) In making promotions and permanent transfers, the determining factors shall be qualifications, required knowledge, education and skills as defined in the job posting. When employees are deemed to be relatively equal, seniority shall be the deciding factor
- b) All promotions and transfers shall be subject to a trial period. The promoted or transferred employee will be given a trial period of ninety (90) days worked in which to demonstrate their ability to perform the new tasks satisfactorily.

Should an employee fail to succeed during the above-mentioned trial period, the Employer will reinstate the employee in their former position without loss of seniority.

- c) If during the trial period, the employee determines that they are not satisfied in their new position, they shall have the right to revert to their former position. The employee must choose to revert to their former position within the trial period. The trial period is defined as ninety (90) days worked.

7.03 Availability for Casual Work

- a) Each department shall maintain and administer their own casual work list.

ARTICLE 8 – LAYOFF, RECALL AND TERMINATION OF EMPLOYMENT

8.01 Layoff

- a) Article 8.01 shall apply to the reduction in the number of continuous positions. It shall not apply to a reduction of the hours of a position.
- b) The Employer shall initiate the layoff process by identifying the position(s) to be reduced.
- c) When a position(s) is reduced:

Layoffs shall occur in reverse order of seniority within the department affected by the layoff, that is, the least senior employee shall be the first employee laid off within the department, provided that the remaining continuous employees have the required knowledge, abilities and skills to perform the remaining work. In the event of a layoff, the Employer will have the final decision as to which continuous employees have the required skills and qualifications to perform the remaining work.

- d) The Employer shall offer an alternate position to the affected employee provided that:
 - i) an alternate position is available;
 - ii) the employee has the necessary skills and qualifications to perform the work;
and
 - iii) the position is not occupied by a more senior employee.

Note – the need to displace several employees is avoided if the alternate position offered by the Employer is either vacant or occupied by the most junior employee in the bargaining unit.

- e) Pursuant to 8.01 d), the employee offered an alternate position shall be given five (5) working days to consider accepting the alternate position.
- f) If an alternate position is not available, the employee shall have the option to be laid off with recall rights, or to accept severance pay and waive their right to recall.
- g) The employee shall accept the alternate position at the rate of pay of the position being offered or choose to end their employment and accept severance pay.

8.02 Recall

- a) The laid-off employee shall be returned to service in order of seniority, skills and qualifications being sufficient to perform the duties required for the position to be filled.
- b) Employees eligible for recall shall be notified of recall by email with confirmed receipt or registered letter, forwarded to their last known address. An employee so notified shall advise the Employer, in writing, of their acceptance or rejection of the recall within five (5) working days of receipt of the recall letter. If the employee rejects the recall they shall be considered as having terminated their services with the Employer.
- c) If a recall is accepted and the employee does not report to work within ten (10) working days of receipt of the recall letter or on the date specified in the recall letter, whichever is later, the employee's services shall be regarded as terminated. An exception to these time limits will be made if an employee is unable to report to work due to physician-supported medical reasons.

Recall rights shall extend for one (1) year. Employees who are not recalled within one (1) year are regarded as terminated.

- d) No new employees will be hired until those on recall have been returned to service subject to skills and qualifications being sufficient to perform the duties required for the position to be filled.

8.03 Severance

- a) Pursuant to Article 8.01 b) to e), employee(s) who refuse the alternate position or recall rights have chosen to end their employment and are eligible for severance pay.
- b) Severance pay shall be based on two (2) weeks' pay for each year of continuous service (note relationship to definition of year of service prorated for seasonal and part-time staff).
- c) The rate of pay for severance shall be based on the employee's annual earnings in the position being eliminated or reduced.

8.04 Seasonal Employees – Layoff, Recall, and Severance Pay

- a) Seasonal Recall

Seasonal employees shall be recalled on seniority basis to their substantive position.

- i) The employee and employer may agree in writing on the date of return to work. In the absence of a written agreement, employee's subject to recall shall be notified of expected date of return, in writing to the last known address not less than sixty (60) days prior to date of return to work. An employee so notified shall advise the employer of the employee's intention in writing not less than thirty (30) days prior to the date of return to work. If the employee does not reply within the aforementioned time frame, the employee's services will be regarded as terminated. The Employer will provide the Union with copies of recall notices.

b) Severance Pay- Elimination of Seasonal Positions

This clause shall apply to a reduction in the number of seasonal positions. It shall not apply to a reduction of the hours of a seasonal position.

- i) The Employer shall identify the number of seasonal position(s) to be eliminated and notify the Union.
- ii) Seasonal employees who are terminated as a result of the elimination of their seasonal position shall receive severance pay based on two (2) weeks' pay for each year of seasonal service. A week of pay for severance purposes will be calculated by dividing the seasonal employee's annual earnings (in the year preceding the elimination of their position) by the number of weeks worked.
- iii) Seasonal employees who receive severance pay shall not be eligible for recall.

8.05 Notice of Pay in Lieu of Notice

- a) Notwithstanding Article 9, whenever an employee's services are terminated, the employee shall be given notice in accordance with the *Alberta Employment Standards Act* or pay in lieu of notice.
- b) All employees shall give notice of resignation in accordance with the *Alberta Employment Standards Act*.

ARTICLE 9 – INVESTIGATION, DISCIPLINE AND DISMISSAL

9.01 Investigation

- a) The Employer may temporarily relieve an employee of their work duties, or temporarily reassign the employee to alternate duties, in order to conduct an investigation of circumstances which may lead to the application of discipline. Relief of duty or reassignment pending investigation will be with or without pay.
- b) Relief of duty pending investigation will be confirmed in writing to the Union and the employee.
- c) An employee shall have the right to have a shop steward or Union officer present at any meeting. An employee will be informed of the purpose of the meeting and given not less than twenty-four (24) hours' notice to arrange for Union representation. The Union will provide such representation within the twenty-four (24) hour notice period.

- d) A shop steward or Union officer shall have the right to consult with a CUPE staff representative and to have the CUPE staff representative attend the investigation meeting.

9.02 Discipline and Dismissal

- a) An employee may be disciplined or dismissed by the Employer for just cause.
- b) An employee shall have the right to have a shop steward or Union officer present at any meeting scheduled by the Employer for the purpose of applying a written warning, suspension or dismissal. The Employer shall inform the employee and the Union of the purpose of the meeting and give the employee and the Union up to forty-eight (48) hours' notice to prepare. The Union will provide representation to the employee within the forty-eight (48) hour period.
- c) The Employer will provide the employee with a documented verbal or written warning, suspension or dismissal at the time the discipline or dismissal is to be applied. Copies of warnings, suspensions or dismissals shall be provided to the Union and employee at the disciplinary/dismissal meeting.
- d) Failure by the Employer to conform to its requirements under 9.02 shall render the discipline or dismissal null and void.
- e) If a suspension relates to drug or alcohol abuse, there shall be a provision for conditional re-instatement based on the successful rehabilitation of the employee.
- f) The parties may mutually agree to extend the time limits described in this article.

9.03 Grievance for Dismissal

An employee may be dismissed for just cause. An employee considered by the Union to be wrongfully or unjustly discharged shall be entitled to a hearing commencing at Article 18.03 - Stage 3 (CAO) of the grievance procedure.

ARTICLE 10 – HOURS OF WORK AND OVERTIME

10.01 Normal Hours of Work

- a) The normal hours of work of employees, unless otherwise specified, shall be based on seven and one-half (7.5) hours per day, thirty-seven and one-half (37.5) hours per week.
- b) The normal hours of work of all administrative and clerical staff shall be based on seven and one-half (7.5) hours per day, thirty-seven and one-half (37.5) hours per week.

- c) The normal hours of work of employees of the following departments shall be based on eight (8) hours per day, forty (40) hours per week:
 - i) Protective Services (Bylaw);
 - ii) Operation Services (Maintenance, Grounds, Utilities, and Roads, Streets, Solid Waste and Recycling Department);
 - iii) Culture and Recreation (Arena).
- d) The responsible Director and the Union may enter into hours of work arrangements that vary from the normal hours of work, provided there is mutual agreement to do so. Such agreements will be in writing and include:
 - i) The process for entering into the agreement.
 - ii) The process for withdrawing from the agreement.
 - iii) The specific hours of work under the agreement.
 - iv) How overtime and other premiums and allowances are to be calculated and applied under the agreement, and
 - v) The process for the ongoing review of the agreement by the parties.
- e) Employees may exchange shifts and/or days off with the approval of the Employer provided no increase in cost is incurred by the Employer.

10.02 Paid Rest Periods

- a) Employees scheduled to work five (5) or more consecutive hours shall be entitled to two (2) paid fifteen-minute rest periods.
- b) Employees scheduled to work three and one-half (3.5) hours or more, but less than five (5), shall be entitled to one (1) paid fifteen-minute rest period.
- c) An employee who cannot take a paid rest break during their scheduled work period shall be paid at overtime rates if applicable, and subject to managers' approval.

10.03 Overtime/Call-out

- a) Shift Extension Overtime
 - i) Overtime, except in an emergent situation, requiring an employee to extend a shift shall be provided to employees on a fair and equitable basis, amongst the group of employees within the same classification, provided that they have the qualifications, skills and ability to perform the overtime work.

- ii) If an employee works shift-extension overtime, the employee shall be paid no less than time and three-quarters (1 $\frac{3}{4}$) the employee's regular rate for the hours worked.
 - iii) An employee shall be eligible for an overtime meal allowance of seventeen dollars (\$17) after three (3) hours of shift extension overtime except when a free meal is provided, or the employee is compensated on some other basis. Reasonable time with pay (determined by management) will be allowed for meal breaks.
- b) Call-in Overtime
- i) Call-ins, except in an emergent situation, shall be provided to employees on the basis of seniority amongst the group of employees within the same classification, provided that they have the qualifications, skills, and ability to perform the work.
 - ii) If an employee is called in to work overtime and is required to work less than three (3) hours, the employee shall be paid no less than time and three-quarters (1 $\frac{3}{4}$) the employee's regular rate for three (3) hours. Additional call-ins within a three (3) hour period shall for the purpose of calculation, be considered as one (1) call. Hours worked over the three (3) hour minimum shall be paid no less than time and three-quarters (1 $\frac{3}{4}$) the employee's regular rate.
 - iii) An employee shall be eligible for an overtime meal allowance of seventeen dollars (\$17) after four (4) hours of call-in except when a free meal is provided, or the employee is compensated on some other basis. Reasonable time with pay (determined by management) will be allowed for meal breaks.
- c) Overtime Work on a Statutory Holiday
- The following rates shall apply to overtime work on a statutory holiday:
- i) full-time, seasonal-term and extended-term employees - time and three-quarters (1 $\frac{3}{4}$), plus another day off with pay, at a time mutually agreeable between the employee and Employer, or double-time and three-quarters (2 $\frac{3}{4}$) if another day off with pay is not provided;
 - ii) part-time and casual employees – when a part-time or casual employee qualifies for payment of the statutory holiday under 12.01 d) - time and three-quarters (1 $\frac{3}{4}$).
- d) Standby
- i) Standby, except in an emergent situation, shall be provided to employees on a fair and equitable basis, amongst the group of employees within the same classification, provided that they have the qualifications, skills and ability to perform the anticipated work.

- ii) If the Employer requires an employee to be on standby and available for work outside of their normal hours of work, the employee will receive standby pay of three dollars (\$3) for each hour they are held on standby.
- iii) If the Employer requires an employee to be on standby and available for work on a statutory holiday, the employee will receive standby pay of 4 dollars (\$4) for each hour of a statutory holiday they are held on standby.
- iv) If an employee is directed to work while on standby, the employee shall be paid no less than time and three-quarters ($1\frac{3}{4}$) the employee's regular rate for three (3) hours. Multiple call-ins within the same three (3) hour period shall be considered as one call. Hours worked over the three (3) hour minimum shall be paid no less than time and three-quarters ($1\frac{3}{4}$) the employee's regular rate.

10.04 Overtime Bank

Under circumstances in which overtime work is required, employees may elect to be paid for the overtime work or to bank overtime hours to a maximum of ninety (90) hours.

- a) Overtime hours shall be deposited and withdrawn as straight time hours (e.g., four (4) hours at time and three-quarters ($1\frac{3}{4}$) = seven (7) hours into overtime bank).
- b) Time off with pay from the overtime bank shall be taken at a time mutually agreed by the employee and their supervisor. Banked overtime shall be taken as time off with pay or paid out within twelve (12) months of first banking the time.
- c) Employees may request a payout of their banked overtime at any time. Payouts shall be at the employee's hourly rate of pay at the time of payout.

10.05 Scheduling

The Employer will give employees forty-eight (48) hours' notice when changing an employee's scheduled shifts except in cases of emergency.

ARTICLE 11 – ANNUAL VACATIONS, PREMIUMS AND WORKING CONDITION ALLOWANCE

11.01 Vacation Pay

- a) Employees shall earn vacation entitlement or vacation pay in lieu of vacation entitlement as follows:
 - i) During the first five (5) years of employment, a full-time continuous employee on a twelve (12) month employment year is entitled to three (3) weeks' vacation, or 6% of regular earnings for part-time continuous employees.

- ii) After five (5) years, a full-time continuous employee on a twelve (12) month employment year is entitled to four (4) weeks' vacation or 8% of regular earnings for part-time continuous employees.
 - iii) After ten (10) years, a full-time continuous employee on a twelve (12) month employment year is entitled to five (5) weeks' vacation or 10% of regular earnings for part-time continuous employees.
 - iv) After fifteen (15) years, a full-time continuous employee on a twelve (12) month employment year is entitled to six (6) weeks' vacation or 12% of regular earnings for part-time continuous employees.
 - v) All casual, term and extended term employees are entitled to 4% of regular earnings which will be paid monthly with their earnings.
- b) When a statutory holiday falls within an annual vacation period, a full-time continuous employee will be credited with, or granted an additional day of vacation. This does not apply to a part-time employee as they are reimbursed for statutory holidays under clause 12.01 b).
 - c) Upon request, seasonal employees may accrue vacation, provided the vacation is taken at the end of the work season. Part-time seasonal employees may accrue vacation, provided they work a minimum of twenty (20) hours per week.
 - d) Upon request, part-time continuous employees may accrue vacation, provided the employee works a minimum of twenty (20) hours per week.

11.02 PPE Allowance

- a) The Employer shall pay 100% of the cost of CSA standard safety work boots, prescription safety glasses or molded hearing protection if required for the employee's position and is not already provided by the Employer, to a maximum of five hundred dollars (\$500) per calendar year. When boots are purchased for reimbursement by the Employer, the receipt must specify that the boots are CSA approved. Reimbursement shall be made upon satisfactory completion of the probationary period.
- b) The Employer shall pay 100% of the cost of CSA standard safety work boots, prescription safety glasses or molded hearing protection if required for the employee's position and is not already provided by the Employer, to a maximum of two hundred (\$200) per seasonal contract. Reimbursement shall be made upon satisfactory completion of the probationary period.

11.03 Aquatics Clothing Allowance

The Employer shall pay 100% of the cost of aquatic clothing and safety footwear for continuous employees in aquatics (Lifeguards and Swim Instructors) who are working fifteen (15) or more hours per week, to a maximum of one hundred and fifty dollars (\$150) per year. Reimbursement will be made upon satisfactory completion of the probationary period.

11.04 Reimbursement of Child Care Expenses

If an employee incurs childcare expenses as a result of working overtime, the Employer shall reimburse the employee for these expenses in accordance with the following:

- a) the reimbursement is preauthorized by the Employer;
- b) the employee submits receipts for the expenses, and
- c) the reimbursement does not exceed the Alberta minimum wage.

ARTICLE 12 – STATUTORY HOLIDAYS

12.01 Statutory Holidays

- a) The Employer recognizes the following as paid holidays:

New Year's Day	Family Day	Good Friday
Easter Monday	Victoria Day	Canada Day
Heritage Day	Labour Day	National Day for Truth and Reconciliation
Thanksgiving Day	Remembrance Day	
Christmas Day	Boxing Day	

Recognized Federal, Provincial, or Civic
Holiday

Any other Public Holiday Proclaimed by
the Employer

- b) Compensation for Statutory Holidays

Statutory holiday pay for part-time continuous and casual, employees will be paid at the rate of five percent (5%) of gross regular wages.

- c) Compensation for Holidays Falling on Days Off – Full-Time Employees

If one of the above-named holidays falls on a regularly scheduled day off, a full-time continuous, seasonal-term, or extended-term employee shall be granted time off with pay in lieu thereof, on a day mutually agreed upon. If no day is taken, the employee shall be paid for same.

ARTICLE 13 – EMPLOYEE BENEFITS

13.01 Alberta Urban Municipalities Association (A.U.M.A.)

a) All eligible continuous, and seasonal and approved for grant-funded and maternity-leave extended term employees may enroll in the benefit package under the provisions of the A.U.M.A. member services. The Employer will contribute to each benefit with A.U.M.A. in the following manner:

i) Group Life Insurance - A.U.M.A. Member Services

The Employer will contribute one hundred (100%) percent of the premium for eligible employees.

ii) Accidental Death and Dismemberment (AD&D) - A.U.M.A. Member Services

The Employer will contribute one hundred (100%) percent of the premium for eligible employees.

iii) Long-Term Disability (LTD) - A.U.M.A. Member Services

The Employee will contribute one hundred (100%) percent of the premium.

iv) Medicare Supplement - A.U.M.A. Member Services

The Employer will contribute ninety (90%) of the premium for eligible employees. The premium will be prorated for eligible part-time employees.

v) Dental Care -A.U.M.A. Member Services

The Employer will contribute ninety (90%) percent of the premium for eligible employees. The premium will be prorated for eligible part-time employees.

13.02 Prorating Benefits for Continuous Part-Time Employees

Benefits for continuous part-time employees shall be prorated accordingly.

13.03 Continuation of Benefit Coverage while on WCB

An employee receiving payment for a compensable injury under Workers' Compensation shall be entitled to all benefits under this Collective Agreement. While on Workers' Compensation, the Employer shall continue to pay the Employer's share of all premiums for employee benefit plans based on one hundred percent (100%) of earnings. The Employer shall continue to make contributions to the pension plan in accordance with the Local Authorities Pension Plan regulations. This clause shall apply for two (2) years from the date of injury.

13.04 Seasonal Benefits Coverage during Periods of Layoff

- a) Seasonal employees wishing to participate in the benefit plan during their first year will be eligible to participate in the benefit plan, provided they prepay their benefit premiums (after completing probation) to maintain coverage until the start of their second and subsequent seasons. Prepayment will be non-refundable.
- b) During their second and subsequent years, a seasonal employee, working a minimum of five (5) months, is entitled to the Employer contributions towards specified benefits during period(s) of layoff, equal to the time worked (i.e., an employee working five (5) months would be entitled to ten (10) months of Employer contributions towards specified benefits). An employee shall be provided the option of twelve-month coverage, by paying the employee and Employer share for that portion where entitlement to Employer contributions does not apply.
- c) A seasonal employee who chooses to receive benefit coverage during the period of layoff shall arrange for and agree to the Employer deducting an amount equal to the employee and Employer cost of the benefit coverage for the period of time benefit coverage will be provided. Upon returning to employment with the Employer following the layoff, the Employer portion of the benefit coverage shall be:
 - i) Reimbursed to the employee on their first pay cheque, following completion of one month's service, or
 - ii) At the employee's option, left on deposit with the Employer, in anticipation of maintaining benefit coverage during the next period of layoff.
- d) An employee, at their option may, upon providing notice that they do not intend to return for the upcoming season, opt out of the benefit plan during the period of layoff. The Employer shall upon notification refund within thirty (30) days the unused portion of the funds on deposit.
- e) For purposes of benefits under 13.04, a month worked will be defined as a calendar month in which the employee works a minimum of sixty (60) hours.
- f) The Employer will take all necessary steps with the A.U.M.A, to ensure successful implementation of this provision in an expedient manner. Specified benefits include extended health, dental, life, AD&D.

13.05 Sick Leave

- a) After successful completion of the probationary period, full-time continuous employees are entitled to eight (8) days sick leave credits per calendar year, prorated accordingly if they start any time after January 1. The employee must notify the employer of their intention to use sick leave credits.
 - i) Sick leave credits for seasonal, part-time continuous and extended term employees shall be prorated accordingly.

- b) Sick leave shall apply only to those periods of illness or accident not covered by Worker's Compensation, the Municipality of Jasper's short-term disability benefits, or long-term disability benefits.
- c) Employees are required to contact and confirm their absence with their supervisor or their supervisor's designate in the normal manner for that department at least 30 minutes prior to their scheduled shift if the employee is reasonably able to do so. Each department will be responsible for providing employees with the designated order of contacts and normal manner of making contact. Failure by the employee to contact and confirm with the employee's supervisor or designate will result in sick leave time not being paid. Leaving a voice message will not be considered an acceptable form of contact.
- d) To qualify for sick leave for out-of-town appointments, employees must complete and submit the sick leave request form for prior approval. Such approval shall not be unreasonably denied, subject to operational requirements.
- e) The Employer may require that an employee be examined by an independent medical practitioner where:
 - i) there is prolonged frequent absence from work due to illness;
 - ii) there is apparent misuse of sick leave; or
 - iii) there is concern about the employee's ability to satisfactorily perform the required duties, due to disability or illness.

The Employer will pay for the exam(s).

The Employer will consult with the Union prior to selecting a medical practitioner.

The Employer may request from the medical practitioner a general description of the nature and potential duration of the illness or condition, and the employee's fitness for duty.

The Employer shall share the medical report with the Union and the employee. No cost shall be incurred by the employee.

- f) There will be no further accumulation of sick leave days until January 1 of the next calendar year. Sick leave credits do not roll over to subsequent years.
- g) Upon termination or resignation, all sick leave credits will be cancelled and no payment for such credits will be made to the employee by the Employer.

13.06 Short-Term Disability Benefit

- a) The Employer's short-term disability benefit will consist of a 100% wage loss replacement until the employee returns to work or until the employee is eligible for long-term disability benefits.
 - i) Short-term disability benefits are available to full-time continuous, part-time continuous, grant-funded, seasonal and extended term employees who have completed the required probationary period.
 - ii) There will be no cost to the employee for this benefit.
- b) The Employer's short-term disability benefit will provide benefits to eligible employees beginning immediately for accident or injury or on the sixth (6th) day for illness. Acceptable medical documentation must be presented to the employer for this leave to be approved. Sick leave credits may be used for the applicable waiting period.
- c) Short-term disability benefits will not be paid in respect of any illness or injury which is incurred during the period of a scheduled vacation once that vacation leave has commenced except in circumstances involving hospitalization or the occurrence of acute injury supported by a physician's statement.
- d) Short-term disability benefits cease when AMSC long-term disability benefits are triggered.

13.07 Personal Leave

After successful completion of the probationary period, full-time continuous, part-time continuous, grant-funded, seasonal and extended term employees are entitled to two (2) days' personal leave credits per calendar year. Prorated accordingly if they start any time after January 1.

Employees shall request personal leave, at a minimum forty-eight (48) hours in advance of the requested day of absence. Employees must obtain prior written approval from their supervisor to take personal days. There shall be no pay-out and no carryover of unused personal leave credits.

13.08 Local Authorities Pension Plan

The Local Authorities Pension Plan shall be made available to eligible employees pursuant to the regulations and Employer's policy.

ARTICLE 14 – LEAVES OF ABSENCE

14.01 Granting of Leave of Absence

The Employer shall grant leave of absence without pay, and without loss of seniority, to any employee requesting such leave for good and sufficient cause. Such request to be in writing and approved by the Employer. Such approval shall not be withheld unjustly subject to the operational needs of the Employer.

14.02 Pre-payment of Benefit Coverage

- a) Prior to any unpaid leave of absence being taken, and if benefit coverage is to be maintained, the employee must pre-pay, for the term of the absence, the employer and employee portions of the benefit coverage before commencing the leave.
- b) Employees who are granted a leave of absence greater than four (4) months shall provide written confirmation of their intent to return to work, not less than sixty (60) days before their scheduled date of return to work.

14.03 Maternity, Parental or Adoption Leave

Maternity Leave

- a) A pregnant employee who has been employed for at least ninety (90) days is entitled to unpaid maternity leave.
- b) Birth mothers can take up to sixteen (16) consecutive weeks of unpaid maternity leave. Leave can start at any time within the thirteen (13) weeks leading up to the estimated due date and no later than the date of birth. An employee who takes maternity leave must take a period of at least six (6) weeks immediately following the date of delivery, unless the employee and Employer agree to shorten the period by the employee giving her Employer a medical certificate indicating that the resumption of work will not endanger her health.
- c) A pregnant employee must give her Employer at least six (6) weeks written notice of the date she will start maternity leave, and if so, requested by her Employer, the pregnant employee must provide her Employer with a medical certificate certifying that she is pregnant and giving the estimated date of delivery.

An employee who does not give her Employer prior notice of maternity leave before starting it is still entitled to maternity leave if, within two (2) weeks after she ceases to work, she provided her Employer with a medical certificate Indicating:

- i) she is not able to work because of a medical condition arising from her pregnancy, and
- ii) giving the estimated or actual date of delivery.

- d) The objective of the SUB Plan is to supplement the unemployment insurance benefits received by female employees due to valid health-related reasons related to maternity. The valid health-related portion will mean that period of the eligible employee's pregnancy during which she is disabled, and such disability is substantiated by medical evidence provided by the employee.

Parental and Adoption Leave

- a) An employee who has been employed for at least 90 days is entitled to unpaid parental or adoption leave.
- b) In the case of an employee entitled to maternity leave, a period of not more than sixty-two (62) consecutive weeks of parental leave will be allowed immediately following the last day of maternity leave.
- c) In the case of a parent or an adoptive parent, a period of sixty-two (62) consecutive weeks will be allowed and must be completed within a seventy-eight (78) week period after the week the child was born or after a child is placed with the adoptive parent for the purpose of adoption.
- d) Employees on parental or adoption leave will be provided the opportunity to maintain their benefits by paying the associated costs.
- e) An employee must give the Employer at least six (6) weeks written notice of the date they will start parental or adoption leave unless:
 - i) The medical condition of the birth mother or child makes it impossible to comply with this requirement.
 - ii) The date of the child's placement with the adoptive parent was not foreseeable.
 - iii) If the employee cannot comply with the written notice requirement for any of the reasons stated in a. or b. above, the employee must give the Employer written notice at the earliest possible time of the date the employee will start or has started the parental or adoption leave.
- f) The employee must give four (4) weeks written notice of the date on which the employee intends to resume work and, in any event, must give notice no later than four (4) weeks before the end of the leave period to which the employee is entitled or four (4) weeks before the date on which the employee has specified as the end of the employee's leave period, whichever is earlier.
- g) When an employee returns to work following a leave under this article an Employer must:
 - i) Reinstate the employee in the position occupied by the employee when maternity, parental, or adoption leave started, or

- ii) Provide the employee with alternative work of a comparable nature at not less than the earnings and other benefits that had accrued to the employee when maternity, parental, or adoption leave started.

14.04 Critical Illness, Death and Compassionate Leave

- a) Critical Illness and Bereavement Leave will be granted to employees (excluding casuals) who have completed the required probationary period. For the purpose of this Article, the following definitions shall apply:
 - i) "Immediate Family" shall mean an employee's parent, guardian, spouse, common law, brother, sister, child, stepchild, stepparent, step grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchild, or grandparent.
 - ii) Temporary leave of absence, up to a maximum of four (4) working days shall be given to an employee with pay and benefits in the case of critical illness of an immediate family member.
 - iii) An employee shall be granted bereavement leave with pay for four (4) consecutive working days following the death of any immediate family member.
 - iv) The four (4) day period may be extended without pay upon application to the department Director or designate, in consultation with the Manager of Human Resources or designate. The granting of an extension to such leave shall be at the sole discretion of the Employer.
 - v) When travelling time is required to attend a funeral service outside of Alberta or over five hundred (500) kilometers, up to an additional three (3) days with pay shall be granted as necessitated by travel requirements to a maximum of seven (7) working days total.
- b) Compassionate Care Leave
 - i) An employee who is a primary or non-primary caregiver to a seriously ill family member at risk of death shall be granted compassionate care leave without pay in accordance with the *Fair and Family-Friendly Workplaces Act*. The following shall apply:
 - 1) Application Process: An employee wishing to take Compassionate Care Leave shall apply in writing as soon as practicable, allowing for two (2) weeks' notice wherever possible. Such application shall be accompanied by a certificate issued by the physician caring for the ill family member which must confirm eligibility for the leave.
 - 2) Leave Period: Compassionate Care Leave shall be without pay for a maximum period of twenty-seven (27) weeks. The leave can be split into multiple instalments, but each period must be at least one week in length.

- 3) If the gravely ill family member does not pass away during the employees leave; but is still gravely ill and requires the care and support of the employee, the employee may request the leave again. However, a new medical certificate must be provided.
 - 4) Right to Return: An employee taking Compassionate Care Leave shall not accrue sick leave credits or vacation pay for the period of the leave but shall suffer no loss of seniority or other benefits, provided they continue paying their portion of such benefits, and shall return to the same position upon the conclusion of the leave.
- ii) In order to qualify for leave under this provision, the employee shall meet the eligibility requirements of the Employment Insurance regulations.

14.05 Education and Training

- a) Should the Employer introduce new methods or machines, or job descriptions which require new or greater skills than are currently in use, employees shall be given a minimum period (not to exceed two (2) years) to acquire the necessary skills.
- b) When the Employer requires an employee to take advanced or supplementary technical training, the employee shall be given leave of absence with pay when required, and under such terms and conditions as the Employer and employee agree to. The Union will be notified of such agreements.
- c) An employee shall request leave of absence for participation in appropriate courses of training. The duration, terms, conditions, and pay during such leave will be up to the discretion of the Employer.
- d) For the purpose of writing examinations on training courses approved by the Employer, the Employer shall award leave with pay for the appropriate period of time.

14.06 Meetings and Union Activities

- a) Negotiations

The Employer will provide leave with pay for up to four (4) Union members for the purpose of attending negotiation meetings between the Employer and the Union, when such meetings are held during working hours.

- b) Employer- Employee Relations Meetings

Any accredited representative of the Union shall have the privilege of attending meetings with the Employer pertaining to employer-employee relations, agreed to by the Employer, held within working hours with full remuneration at regular rate of pay.

c) Taping of Employer and Union Meetings

Audio recordings may be made of all meetings requested by a Union executive or an Employer representative to facilitate accurate minutes. Such recordings will be stored in a secure place mutually agreed by the parties. In deciding whether to record a meeting, the parties will take into consideration any privacy concerns raised by employees participating in the meeting.

d) Performance of Duties as Shop Stewards

Shop stewards or Union officers acting as shop stewards, shall suffer no loss of pay for time spent on the Employer's premises in performing their duties as shop stewards.

e) Leave of Absence for Other Union Activities

Leave without pay will be granted to not more than three (3) employees who are elected or appointed to represent the Union at a conference, convention, or other Union business, subject to the operational needs of the Employer.

14.07 Marriage Leave with Pay

At the completion of one (1) year of service, continuous employees may receive five (5) days with pay to get married.

14.08 Court Leave with Pay

If an employee is subpoenaed as a witness or for jury duty, the employee shall suffer no loss of pay while so serving. The employee will turn over to the Employer the amount of any fees or remuneration received less any reasonable expenses.

ARTICLE 15 – CERTIFICATION/RE-CERTIFICATION

- a) Where the Employer requires a level of certification for any employee, and the employee is hired with such certification, the Employer shall pay, upon successful completion of re- certification, the cost of any re-certification.
- b) The Employer shall provide the employee with reasonable notice of any re-certification opportunity and the employee shall avail themselves of such opportunity.

- c) Where the Employer requests the employee to attain a level of education to remain in their current position, the Employer shall pay, upon successful completion of the requested education, one hundred (100%) percent of such education, including course fees, supplies, wages and travel costs and under such terms that the Employer and employee agree to.
 - i) Wages for casual employees will be covered as stated above if the casual employee has worked at least six (6) shifts in the three (3) months prior to the training.
- d) Where the Employer requires the employee to attend Employer-sponsored training on their regular days off, the employee shall be compensated all hours at their regular rate of pay plus applicable premiums.

ARTICLE 16 - JOINT COMMITTEES

16.01 Health & Safety

- a) A Joint Worksite Health and Safety Committee has been established and comprises an equal number of Union and Employer representatives (in addition to the Health & Safety Coordinator), but with a minimum of five (5) members, consisting of two (2) Union and two (2) Employer representatives. The Health and Safety Committee shall hold a minimum of one (1) meeting per month, or more frequently if requested by the Union or by the Employer for jointly considering, monitoring, inspecting, investigating, reviewing and improving health and safety conditions and practices. A copy of the Committee's Terms of Reference can be obtained from the secretary of the Committee. Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Union.
- b) Any worksite-related illnesses or ailments shall be reported and claimed on a W.C.B. form by the employee. A copy of this form is to be filed with the Employer in order that the Employer may then submit the Employer's form for the claim.
- c) Any illness or ailment that occurs which, in the opinion of the employee and their physician, may be caused by the conditions in the worksite, are to be reported immediately to the employee's supervisor. The Employer will take the following steps upon receiving a report of this nature:
 - i) ensure that applicable occupational health and safety standards are met, and
 - ii) make best efforts, giving due regard to cost, to meet industry best practices.
 - iii) actions taken under {i) and (ii) will be reported to the Health and Safety Committee.
 - iv) if, after taking appropriate steps, the worksite-related illness or ailment continues, the Employer will endeavour to re-assign the employee to another worksite.

- v) in accordance with its obligations of reasonable accommodation of disabled employees, the Union and the Employer will seek a mutually satisfactory accommodation through reassignment of duties. If the employee refuses to cooperate with the reassignment process, the obligations of the Union and the Employer will be deemed to have been met.

16.02 Union Management Consultation

Upon notification to the Administrative Officer, the Union Executive may attend the next scheduled meeting of the CAO and Directors and table any matter arising from the Collective Agreement.

ARTICLE 17 – CONTRACTING OUT

The Employer agrees that, during the term of this Collective Agreement, no work or services shall be sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company, or non-union employee which will result in loss of hours or employment of any employee except with the consent of the Union.

ARTICLE 18 – GRIEVANCE PROCEDURE

In the event of an employee or the Union having a grievance, the settlement of said grievance shall be handled under the following procedures:

18.01 STAGE 1 – Complaint Stage

Within thirty (30) days of the incident which gives rise to the grievance, the employee or employees concerned, with their Union Steward(s) or Union Officer in attendance, shall endeavour to settle the dispute with the immediate Manager. If the dispute is not resolved within two (2) working days of submission to the immediate Manager, the dispute may be referred to Stage 2. All complaints must be dealt with through Stage 1 before referring to Stage 2.

18.02 STAGE 2 – Director

Grievances referred to Stage 2 shall be submitted in writing to the Director of the Department. The Director will meet with the Union Steward(s) or Union Officer and the employee(s) concerned and provide a written reply to the grievance. If the grievance is not resolved within five (5) working days of its submission, the dispute may be advanced to Stage 3.

18.03 STAGE 3 – CAO

Grievances referred to Stage 3 shall be submitted in writing to the CAO or their designate. The CAO or designate shall meet with the Union Steward(s) or Union Officer and/or with employee(s) concerned and provide a written reply to the grievance. If the grievance is not resolved within ten (10) working days of its submission, the dispute may be advanced to arbitration.

18.04 Arbitration

- a) Either party may refer a grievance to a three-person Arbitration Board, provided that the referral is made in writing to the other party within fifteen (15) working days of the written reply. As part of its referral, the party requesting the formation of an arbitration board shall provide the name of the person it is nominating to the Board. The other party shall provide the name of its nominee to the Board in writing within five (5) working days of receiving the arbitration referral.
- b) The Union and Employer nominee shall, within seven (7) working days of being named to the Arbitration Board, name a third person to act as Chairman. If the appointees fail to agree on a third person to act as Chairman within the said seven (7) working days, the appointment shall be made by the Minister of the Government of Alberta responsible for labour relations, upon request by either the Employer or the Union.
- c) The time limits specified for the formation of the Arbitration Board may be extended by mutual agreement of the Employer and the Union and confirmed in writing.
- d) Each party to the difference shall bear the expense of its respective appointee to the Arbitration Board, and the two parties shall bear equally the expense of the Chairman.
- e) The parties may mutually agree to name a Single Arbitrator as an alternative to a three-person Arbitration Board. The parties shall share equally the expense of the Single Arbitrator.
- f) The Arbitration Board or Single Arbitrator shall hear and determine the difference and shall issue an Award in writing. The decision of the majority of the Arbitration Board members is an Award of the Arbitration Board. If there is not a majority, the decision of the Chairman governs, and it shall be deemed to be the award of the Arbitration Board.
- g) The decision of the Arbitration Board or Single Arbitrator is final and binding upon the parties, and upon any employees so affected.
- h) The Arbitration Board or Single Arbitrator shall not have the power to alter, amend or substitute any provisions of the Collective Agreement, or to give any decision inconsistent with the terms of this agreement.
- i) The Arbitration Board or Single Arbitrator shall have jurisdiction to determine whether the grievance presents an arbitrable issue.

18.05 General Provisions

- a) All grievances and replies to grievances shall be in writing, except for Stage 1 (Complaint Stage).
- b) The time limits stipulated in this article may be varied and/or extended only by mutual agreement between the parties.
- c) Where a dispute involved a question of general application, the Municipality of Jasper and the Union may agree to bypass Stage 1 and 2.

ARTICLE 19 – PERFORMANCE EVALUATIONS

19.01 Schedule of Evaluations

- a) The schedule of evaluations to be conducted shall be supplied to the Union quarterly. All evaluations shall be conducted in a timely manner in accordance with Municipality of Jasper policies.
- b) The Employer and employee will fulfill their obligations under the evaluation process. The employee must complete the self-evaluation form provided by the Employer and return the self-evaluation form to their Department Manager.

ARTICLE 20 – WAGES

20.01 Wage Placement & Grid - See Schedule "A" attached

- a) Under the agreement in Schedule "A" it is agreed that movement from "job rate" to "after 1 year, 1 year to 2 years, etc.," occurs with the completion of service plus a successful evaluation.
- b) The Employer and employee will fulfill their obligations under the evaluation process. If evaluations are not done within thirty (30) days of the anniversary, and no notification to the Union has been given, the evaluation will be deemed to be successful.

20.02 Payment of Wages

- a) Wages will be paid once a month. Wages will be computed as of the 23rd of each month and paid by the last banking day of the month. On each pay day, each employee shall be provided with an itemized statement of wages and deductions.
- b) Continuous employees, upon request, may receive an advance payment on the 15th day of the month of up to forty percent (40%) of their net salary.

- c) In the event that an overpayment of wages, allowances or benefits has been made to an employee, the Employer shall have the right to make such deduction as may be necessary to correct said overpayment from any wages or allowances owed to said employee. The payment schedule shall be in writing and acceptable to both parties.

20.03 Pay during Temporary Transfers

- a) When an employee temporarily performs the principal duties of a higher paying C.U.P.E. position for a minimum of one-half (1/2) day, as required by the employee's immediate supervisor, the employee shall receive the next highest rate of pay for the position being filled.
- b) When an employee is directed to perform a lower paying job, the employee's wages will not be reduced.
- c) When an employee is assigned to temporarily assume a manager's position the employee shall receive \$2.50 per hour over their existing hourly rate, effective from the first day of the assignment for all hours worked in the management position. The temporary pay adjustment shall not exceed the regular hourly rate of the manager.

20.04 New Classifications

- a) Each employee will be given a copy of the job description pertaining to the employee's position. It is understood by the parties that a job description can only be a work guide, and that employees are expected to perform other related duties and tasks, whether or not these duties are specified in the job description.
- b) Employees shall be consulted and notified in writing of any changes to their classifications.
- c) Where a new classification is established or filled, or a current classification is changed within the bargaining unit during the term of this Agreement, the Employer shall notify the Union and provide the schedule of wages deemed appropriate to the classification.
- d) Where the Union objects to the schedule, it shall notify the Employer within thirty (30) days and the rate shall be subject to negotiation. Should the Employer fail to notify the Union of a new or changed classification, the Union shall, within thirty (30) days of the implementation of the changed or new classification, object to the Employer in writing, and the rate shall be subject to negotiations.
- e) If the parties are unable to agree, the dispute shall be submitted to grievance and arbitration. Should a new rate be established, it shall be retroactive to the date the new or changed classification was implemented.

- f) Should reclassification reduce the appropriate rate of pay for a position, an existing employee in that position earning more than the revised rate shall continue at the existing rate, with no incremental increases until such time as the revised rate reaches the employee's rate. When another employee is put into that position, the rate of pay will revert to the appropriate rate as reclassified.

20.05 Pay Level on Promotions

Employees who receive a promotion (to another position at a higher pay level on the grid) are placed on the appropriate step within the new pay level based on the Employer's determination. If the employee doesn't agree with their placement, they have recourse to the grievance procedure. The employee's schedule for evaluations and wage progression is based on the date they start in the new position (i.e., their review date changes).

20.06 Pay Level on Lateral Transfers

Employees who receive a lateral transfer (to another position at the same pay level on the grid) are normally placed at the same step of the pay level. Each person's placement is confirmed between the employee and the employee's supervisor at the time of the lateral transfer. An employee's review date (for evaluation and wage progression) will not change on the lateral transfer.

20.07 Pay Level on Equipment Operation

When an employee uses equipment and the rate of pay for the equipment operator is higher than the employee's rate of pay, and the employee performs the work for a minimum of one-half (1/2) hour in a day, the time will be tracked and paid at the higher rate of pay. The employee will progress on the grid at the equipment operator rate based on the following operating experience:

- a) After 60 hours - progress from Step A to B
- b) After 40 hours - progress from Step B to C
- c) After 20 hours - progress from Step C to D

An employee will be eligible for the above progression provided that at least twelve (12) months has lapsed since the employee's start date or their last progression.

ARTICLE 21 – DURATION OF AGREEMENT

21.01 Compliance

The parties undersigned hereto mutually agree to comply with and be governed by the conditions herein set out in this Collective Agreement.

21.02 Effective Dates and Continuation

This Collective Agreement shall be in full force as of January 1, 2021, and shall continue in full force through December 31, 2023, and until such time as a new agreement is signed.

21.03 Amendment or Termination

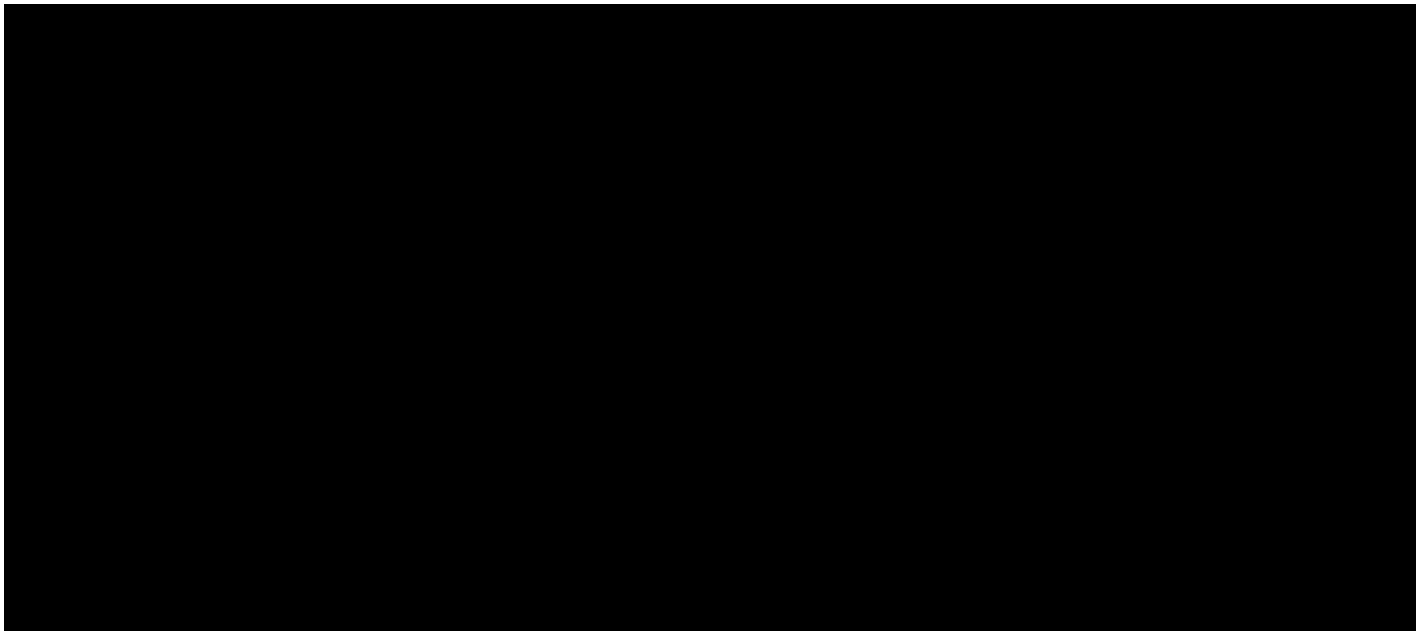
Either party desiring to amend or terminate this Collective Agreement shall give notice in writing to the other party not less than sixty (60) days, or more than one hundred and twenty (120) days immediately preceding the anniversary date of this Collective Agreement. Such notice in writing shall contain all amendments sought.

21.04 Changes by Mutual Agreement

Any changes deemed necessary in this Collective Agreement may be made by mutual agreement at any time during the existence of this Collective Agreement.

**SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 1458**

**SIGNED ON BEHALF OF THE COUNCIL
OF THE MUNICIPALITY OF JASPER**



Dated at Jasper, Alberta this 24 day of January 2022

Letter of Understanding #1

between

The Municipality of Jasper (the Employer)

and

Canadian Union of Public Employees, Local 1458 (the Union)

1.0 Long Service Plan

- a) This will confirm that the following employees, hired prior to September 1, 1994, shall be entitled to and shall receive payments under the long service schedule as described hereunder, provided the employee remains in continuous employment with the Employer. Employees hired after September 1, 1994, are not eligible for long-service payments.

Peter Bridge

- b) After the completion of five (5) years of service, and in each subsequent year of service, a full-time or part-time employee shall receive the following long service payment. The long service allowance shall be added to regular, overtime, vacation, and statutory holiday pay. Adjustments, if any are required, shall be made by July 1.

After 5 years' service	\$.20 per hour
After 8 years' service	\$.25 per hour
After 10 years' service	\$.30 per hour
After 15 years' service	\$.35 per hour

For employees who work less than full-time, 720 hours is recognized as the minimum number of hours required to constitute one year's service. Persons employed for less than 720 hours per year shall be credited for one year's service for each accumulation of 720 hours of employment.

The original Long Service Agreement was signed by CUPE President and Municipal Manager on January 27, 1998.

Dated at Jasper, Alberta this 24 day of January, 2022

Letter of Understanding #2

between

The Municipality of Jasper (the Employer)

and

Canadian Union of Public Employees, Local 1458 (the Union)

SUPPLEMENTARY UNEMPLOYMENT BENEFIT (SUB) PLAN

The objective of the SUB Plan is to supplement the unemployment insurance benefits received by female employees due to valid, health-related reasons related to maternity.

All continuous employees of the Municipality of Jasper who have successfully completed probation are eligible for benefits under this SUB Plan.

The purpose of this SUB Plan is to supplement the employee's regular weekly earnings to a maximum of 95%. If the employee's earnings fluctuate on a weekly basis, the average earnings for the twenty-five (25) weeks immediately preceding the maternity leave will determine the weekly earnings amount.

The SUB benefit will be paid for six weeks. This benefit may be extended beyond six weeks to a maximum of fifteen (15) weeks upon receipt by the Payroll Administrator of written medical documentation acceptable to the Municipality of Jasper.

The employee shall provide the Payroll Administrator with documentation verifying EI maternity benefit eligibility.

The SUB Plan is financed by the Municipality of Jasper with the cost being charged to the department budget where the employee is employed.

Payments under the SUB Plan when combined with the claimant's rate of weekly EI benefits will not exceed the claimant's normal weekly earnings from her employment.

Payments under the SUB Plan will not reduce the claimant's accumulated sick leave or vacation leave credits, severance pay or any other accumulated credits from that claimant's employment.

The employee shall not be requested or required to perform work for the employer in order to pay or repay the cost of the supplementary wages. This payment shall be reported as wages.

This SUB Plan was approved by Council on July 20, 1999 and takes effect on this date.

Dated at Jasper, Alberta this 24 day of January, 2022

Letter of Understanding #3

between

The Municipality of Jasper(the Employer)

and

Canadian Union of Public Employees, Local 1458(the Union)

RE: Enhancement Workers

The parties hereby agree that the position of the Enhancement Worker is an outside funded position from the North Central Alberta Child and Family Services Authority. This position has been allocated to the Wildflowers Childcare on a term basis.

This position commences with the enrolment of the designated child with a current funding end date of March 31 yearly.

It is agreed that if the child with enhancement funding is on vacation or is sick, the staff member will not be required to work as enhancement.

It is agreed that employment of the Enhancement Worker is concluded:

- when and if the child no longer needs enhancement services;
- the funding ceases for the position;
- the child no longer attends Wildflowers Childcare.

It is further agreed that the Enhancement Worker job description shall be in accordance with existing classifications of the Municipality of Jasper with wage based on Certification.

Article 8.01 Severance Pay will not apply to Extended Term employees whose position is eliminated due to the reasons listed above.

The original Enhancement Workers Agreement was signed on January 17, 2019.

Dated at Jasper, Alberta this 24 day of January, 2022

Letter of Understanding #4

between

The Municipality of Jasper (the Employer)

and

Canadian Union of Public Employees, Local 1458 (the Union)

RE: Joint Harassment and Discrimination Advisory Committee

The parties agree that a Joint Harassment and Discrimination Advisory Committee shall be continued consisting of equal number of Directors/Managers and Union representatives.

The parties agree that Discrimination and Harassment are serious issues. The intent of the committee is to ensure that all staff of the Municipality of Jasper are educated in the identification, prevention and intervention of harassment, discrimination and workplace violence.

The committee will be responsible for the following:

- reviewing and updating, as necessary, *Policy #E-003 Respectful Workplace (Freedom from Harassment or Discrimination)*;
- liaise with the Joint Worksite Health and Safety Committee to facilitate the policy update;
- identifying appropriate harassment, discrimination, and workplace violence training tools;
- liaise with the Joint Worksite Health and Safety Committee to facilitate ongoing harassment, discrimination, and workplace violence training.

The committee will meet as necessary but at least once per calendar year.

Written recommendations shall be provided to the Joint Worksite Health and Safety Committee and CUPE Local 1458. These recommendations shall be implemented by the Health and Safety Committee. All costs of the committee shall be borne by the Employer.

Dated at Jasper, Alberta this 24 day of January, 2022

Letter of Understanding #5

between

The Municipality of Jasper (the Employer)

and

Canadian Union of Public Employees, Local 1458 (the Union)

RE: Uncertified Employees in Childcare Services

Whereas, newly-hired educators who do not have a certification can be granted an exemption until they complete their Level 1 – Early Childhood Educator Certification. As per the *Alberta Early Learning and Care Licensing Regulations*, they must obtain their certification within the first six months of employment.

The parties hereby agree that when an uncertified educator is hired at Wildflowers Childcare, at either the Early Learning or Out-of-School Care program they will be placed at the Alberta minimum wage until they obtain their Level 1 – Early Childhood Educator Certification.

Dated at Jasper, Alberta this 24 day of January, 2022

SCHEDULE "A"

C.U.P.E. LOCAL 1458 WAGE SCALE Grid placements

Pay Level

1	
2	
3	Level 1 Early Childhood Educator (new employees as of August 1, 2018)
4	
5	
6	
7	Lifeguard Instructor I; Arena Operator; Groundskeeper; Groundskeeper-Recycling Op.; Level 2 Early Childhood Educator employed after August 1, 2018); Maintenance Worker; WW Labourer; Custodian I: Janitor; Arena Worker; Arena Operator/Custodian
7a	Level 1 Early Childhood Educator (employed in classification prior to August 1, 2018)
8	Arena Operator
9	Lifeguard/Instructor II; Clerk II-C/R & FitAqua; Junior Arena Operator Receptionist Assistant-Admin
9a	Level 2 Early Childhood Educator (employed previous to August 1, 2018)
10	Grounds Operator, Program Support Worker – CFS
11	Level 3 Early Childhood Educator; SR Lifeguard/Instructor, Custodian II, Senior Clerk – FitAqua
12	Arena Operator; WW Treatment Jr. Operator, Recycling /Solid Waste, Municipal Compliance Officer
13	Childcare Assistant Manager; Maintenance Worker I
14	Admin Assistant-CFS; Admin Assistant Operations; Administrative Coordinator; Fitness & Aquatic: Admin Coordinator; Head Guard; Payroll Clerk, Reception/Clerk Admin; Grounds Lead Hand; Administrative Assistant-Protective Services
15	
16	Admin Assistant/Communication Specialist/Officer - Leg. Services/CFS; Admin Assistant/Program Coordinator - Operations; Co-op Eng; Community Development Coordinator; Accounts Payable Clerk
17	Solid Waste Drivers; HEO I
18	Human Resources Coordinator; Admin Assistant/Camp Coordinator C&R; Finance Reception
19	Solid Waste - Lead Hand
20	Outreach Workers; Settlement Workers

21	WW Treatment Operator Level I; Maintenance Worker II; HEO II
22	Arena Operator Lead Hand; Bylaw Enforcement Officer;
23	WW Treatment Operator Level II; Finance Assistant & Accounts Receivable Clerk
24	
25	
26	Arena Manager; Senior Finance Assistant; Engineer in Training; Public Works Leadhand
27	
28	WW Treatment Lead Hand
29	Tradesperson (Electrical, Carpenter, Plumber, Millwright)
30	Maintenance Leadhand

SCHEDULE "A" - WAGE GRID

pay level	2021-0%				2022-1.25%				2023 -2.5%					
	A	B	C	D	A	B	C	D	A	B	C	D		
1	17.04	17.41	18.08	18.80		17.25	17.63	18.31	19.04		17.68	18.07	18.76	19.51
2	17.99	18.51	19.27	20.04		18.21	18.74	19.51	20.29		18.67	19.21	20.00	20.80
3	18.93	19.48	20.29	21.09		19.17	19.72	20.54	21.35		19.65	20.22	21.06	21.89
4	19.85	20.44	21.29	22.10		20.10	20.70	21.56	22.38		20.60	21.21	22.10	22.94
5	20.10	20.72	21.55	22.44		20.35	20.98	21.82	22.72		20.86	21.50	22.36	23.29
6	20.57	21.17	22.05	22.94		20.83	21.43	22.33	23.23		21.35	21.97	22.88	23.81
7	21.04	21.64	22.55	23.46		21.30	21.91	22.83	23.75		21.84	22.46	23.40	24.35
7a	20.28	20.85	21.73	22.60		20.53	21.11	22.00	22.88		21.05	21.64	22.55	23.45
8	21.83	22.45	23.57	24.36		22.10	22.73	23.86	24.66		22.66	23.30	24.46	25.28
9	22.60	23.29	24.24	25.22		22.88	23.58	24.54	25.54		23.45	24.17	25.16	26.17
9a	21.78	22.44	23.36	24.30		22.05	22.72	23.65	24.60		22.60	23.29	24.24	25.22
10	23.58	24.30	25.26	26.32		23.87	24.60	25.58	26.65		24.47	25.22	26.22	27.32
11	24.51	25.24	26.23	27.32		24.82	25.56	26.56	27.66		25.44	26.19	27.22	28.35
12	25.38	26.15	27.22	28.33		25.70	26.48	27.56	28.68		26.34	27.14	28.25	29.40
13	25.75	26.78	27.84	28.80		26.07	27.11	28.19	29.16		26.72	27.79	28.89	29.89
14	26.15	26.96	28.05	29.17		26.48	27.30	28.40	29.53		27.14	27.98	29.11	30.27
15	26.68	27.49	28.62	29.78		27.01	27.83	28.98	30.15		27.69	28.53	29.70	30.91
16	27.70	28.27	29.54	30.78		28.05	28.62	29.91	31.16		28.75	29.34	30.66	31.94
17	28.73	29.27	30.43	31.77		29.09	29.64	30.81	32.17		29.82	30.38	31.58	32.97
18	28.87	29.79	30.95	32.27		29.23	30.16	31.34	32.67		29.96	30.92	32.12	33.49
19	29.12	30.00	31.23	32.49		29.48	30.38	31.62	32.90		30.22	31.13	32.41	33.72
20	29.78	30.70	31.93	33.27		30.15	31.08	32.33	33.69		30.91	31.86	33.14	34.53
21	29.96	30.87	32.12	33.43		30.33	31.26	32.52	33.85		31.09	32.04	33.33	34.69
22	30.85	31.80	33.10	34.47		31.24	32.20	33.51	34.90		32.02	33.00	34.35	35.77
23	31.69	32.67	33.94	35.34		32.09	33.08	34.36	35.78		32.89	33.91	35.22	36.68
24	32.56	33.52	34.82	36.21		32.97	33.94	35.26	36.66		33.79	34.79	36.14	37.58
25	33.18	34.18	35.59	37.03		33.59	34.61	36.03	37.49		34.43	35.47	36.94	38.43
26	33.90	34.91	36.32	37.80		34.32	35.35	36.77	38.27		35.18	36.23	37.69	39.23
27	35.19	36.26	37.74	39.27		35.63	36.71	38.21	39.76		36.52	37.63	39.17	40.75
28	35.47	36.55	38.03	39.57		35.91	37.01	38.51	40.06		36.81	37.93	39.47	41.07
29	37.36	38.48	40.09	41.72		37.83	38.96	40.59	42.24		38.77	39.94	41.61	43.30
30	38.46	39.59	41.22	42.91		38.94	40.08	41.74	43.45		39.91	41.09	42.78	44.53

Step A-Start Rate- Progression across (B, C & D) occurs annually as per Article 20.02 a)