

# COLLECTIVE AGREEMENT

BETWEEN

**Town of Taber**



TOWN OF  
**TABER**

- AND -

**Canadian Union of Public Employees**  
***CUPE* Local 2038**

**January 1, 2022 – December 31, 2023**



Canadian Office &  
Professional Employees  
DK:rbz/copo491

## TABLE OF CONTENTS

ARTICLE 1 – PURPOSE .....	1
ARTICLE 2 – TERM OF AGREEMENT.....	1
ARTICLE 3 – RECOGNITION.....	2
ARTICLE 4 – DEFINITIONS OF EMPLOYEES.....	2
ARTICLE 5 – NO DISCRIMINATION .....	3
ARTICLE 6 – UNION SECURITY.....	4
ARTICLE 7 – CHECK-OFF OF UNION DUES .....	4
ARTICLE 8 – THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES .....	4
ARTICLE 9 – RELATIONSHIP BETWEEN THE UNION AND THE EMPLOYER.....	5
ARTICLE 10 – UNION COMMITTEES AND STEWARDS .....	5
ARTICLE 11 – GRIEVANCE PROCEDURES .....	7
ARTICLE 12 – ARBITRATION .....	9
ARTICLE 13 – DISCHARGE, SUSPENSION AND DISCIPLINE.....	10
ARTICLE 14 – SENIORITY.....	11
ARTICLE 15 – PROMOTION AND STAFF CHANGES .....	12
ARTICLE 16 – LAY-OFFS AND RECALLS .....	15
ARTICLE 17 – HOURS OF WORK .....	15
ARTICLE 18 – OVERTIME .....	20
ARTICLE 19 – GENERAL HOLIDAYS .....	23
ARTICLE 20 – VACATIONS .....	24
ARTICLE 21 – LEAVE OF ABSENCE.....	26
ARTICLE 22 – SICK LEAVE .....	28
ARTICLE 23 – IMMUNIZATION/QUARANTINE.....	30
ARTICLE 24 – WORKERS' COMPENSATION .....	30
ARTICLE 25 – BENEFITS .....	31
ARTICLE 26 – PAYMENT OF WAGES AND ALLOWANCES.....	32
ARTICLE 27 – SAFETY AND HEALTH.....	38
ARTICLE 28 - LEAVE FOR CITIZENSHIP CEREMONY .....	41
ARTICLE 29 – LAYOFF, REHIRING, DISCIPLINE AND DISMISSAL .....	41
ARTICLE 30 – RESTRICTIONS ON CONTRACTING OUT .....	41
ARTICLE 31 – GENERAL.....	41
ARTICLE 32 – BULLETIN BOARD .....	42
ARTICLE 33 – NOTICES .....	42
SCHEDULE A – WAGES.....	44
APPENDIX I – Schedule A Notes:.....	47
Letter of Understanding #1 – Alberta Health Care Premiums .....	48
Letter of Understanding #2 – Training and Information Sessions .....	49
Letter of Understanding #3 – Water/Wastewater Classifications Schedule A – Wages .....	50
Letter of Understanding #4 – Temporary Work Interruption and Recall: COVID-19.....	51

Letter of Understanding #5 – Schedule Changes Due to COVID-19 .....	53
Letter of Understanding #6 – Compassionate Care Leave .....	54
Letter of Understanding #7 – Assistant Head Lifeguard .....	56
Letter of Understanding #8 – Victim Services Caseworker – Lead Hand.....	57
Letter of Understanding #9 – Victim Services Caseworker .....	58

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

BETWEEN

**TOWN OF TABER**  
(hereinafter called the "Employer")

OF THE FIRST PART

- AND -

**CANADIAN UNION OF PUBLIC EMPLOYEES, Local 2038,**  
(hereinafter called the "Union")

OF THE SECOND PART

## **ARTICLE 1 – PURPOSE**

- 1.1 The purpose of this Agreement is to maintain harmonious and co-operative relationships between the Employer and Employees covered by this Agreement.
- 1.2 To provide an amicable method of settling differences or grievances which may arise between the Employer and the Employees.
- 1.3 To recognize the mutual value of joint discussions and negotiations, in all matters pertaining to wages, working conditions, employment, service and benefits.
- 1.4 To encourage efficiency in operation.
- 1.5 To promote the mutual interest of the Employer and the Employee.
- 1.6 To promote the morale, well-being and safety of all Employees in the bargaining unit of the Union.

## **ARTICLE 2 – TERM OF AGREEMENT**

- 2.1 This Agreement shall be binding and remain in effect for a period from January 1, 2022 to December 31, 2023 and shall continue from year to year thereafter unless either Party gives to the other Party notice in writing in the ninety (90) day period prior to December 31<sup>st</sup> in any year that it desires its termination or amendment.

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

## **ARTICLE 3 – RECOGNITION**

### **3.1 Management Rights**

The Union recognizes that it is the function of the Employer to exercise the regular and customary functions of the Town of Taber and to direct the working forces of the Town of Taber subject to the terms of this Collective Agreement, hereinafter referred to as this Agreement.

### **3.2 Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees, Local 2038 as the sole and exclusive bargaining agent for all in-scope Employees as per the authority granted by the *Alberta Labour Relations Code* and the decision of the Alberta Labour Relations Board, Certificate Number 38-2018.

### **3.3 No Employee shall be required to make any written or verbal agreement with the Employer or their representatives, which may conflict with the terms of this Collective Agreement.**

## **ARTICLE 4 – DEFINITIONS OF EMPLOYEES**

### **4.1 Definitions of Positions**

- (a) A "Full-time position" is a permanent established position which has been duly authorized by the Employer which requires an Employee to work full-time hours as defined in the Collective Agreement.
- (b) A "Part-time position" is a permanent established position which has been duly authorized by the Employer which requires an Employee to work a scheduled number of guaranteed hours that is less than the full-time hours.
- (c) "Full-time Equivalent" is the hours equal to that of a full-time employee's annual hours. Full-time annual hours vary by department and or position and could be 1950, 2080, or 2088. This is in reference to seniority and step increases.

Example: if you are a casual lifeguard, you would be required to work 2080 hours which is equivalent to a full-time lifeguard's annual hours. Or, if you are a part-time clerk-typist II, you would work 1950 hours which is equal to a full-time clerk-typist's annual hours.

- (d) A "Temporary position" is a non-permanent position created by the Employer for a specific purpose and specific duration, not to exceed eleven (11) months of continuous service. The duration may be extended in consultation with the Union.

- (e) A "Casual position" is a non-permanent position working flexible hours, flexible shifts and scheduled hours as per operational requirements of the Employer and it is understood that there are no guaranteed hours of work.
- (f) A "Seasonal position" is a non-permanent position required for work of a seasonal nature.
- (g) A "Term position" is used to fill a position that has been made temporarily vacant with a defined end date.

#### 4.2 Definitions of Employee

- (a) A "Full-time Employee" is an Employee who has been appointed to a Full-time position.
- (b) A "Part-time Employee" is an Employee who has been hired to a permanent position working less hours than a Full-time Employee.
- (c) A "Temporary Employee" is an Employee selected for a position for a specific purpose and a specific duration no greater than eleven (11) months. The duration may be extended in consultation with the Union.
- (d) A "Casual Employee" is an Employee working flexible hours, flexible shifts and scheduled hours as per operational requirements of the Employer and it is understood that there are no guaranteed hours of work.
- (e) A "Seasonal Employee" is an Employee who is employed for periods of up to nine (9) months or such further periods as may be mutually agreed upon by the Union and Employer in writing.

4.3 In this agreement references to days in articles eleven (11), twelve (12), and thirteen (13) shall exclude Saturdays, Sundays, and paid Holidays.

### **ARTICLE 5 – NO DISCRIMINATION**

5.1 The Employer and the Union agree that no Employee should be subject to:

- (a) Discrimination, intimidation, interference, restriction or coercion, exercised or practiced with respect to any Employee in the matter of hiring, assigning wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, classification, discharge, or any other action by reason of race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, gender, marital or parental status, family, relationship, place of residence, physical or mental disability, nor by reason of their membership or activity in the Union or any other reason.

(b) Human Rights

There will be no discrimination in the workplace, and in particular, no discrimination based on the prohibited grounds set out in *The Alberta Human Rights Act* and/or any other provincial legislation, or by reason of membership or activity in the Union.

- (c) The Employer and the Union will follow the Anti-Harassment Policy and Procedure, Workplace Violence Policy and Procedure, and any Provincial and Federal Legislation relating to employment for all matters relating to Article 5.1(a).
- (d) The Labour/Management Committee will annually review the Anti-Harassment Policy and Procedure.
- (e) Should any difference arise between the Employer and any Employee from Article 5.1(a) the Union may follow the grievance procedure.

## **ARTICLE 6 – UNION SECURITY**

- 6.1 Any Employee who is now a member of the Union and any Employee who hereafter becomes a member of the Union, shall as a condition of employment, maintain such membership.

## **ARTICLE 7 – CHECK-OFF OF UNION DUES**

- 7.1 The Employer agrees to deduct union dues, as are levied upon all Employees covered by this Collective Agreement in accordance with the constitution and Bylaws of the Union, for each pay period for all present Employees and of all new Employees, after the first scheduled pay period after thirty (30) calendar days of employment.
- 7.2 Deductions for Union Dues and Lists
- (a) Every second pay period the CUPE Union Dues deducted from the Employees will be remitted no later than fifteen (15) days after the last day of each month, by the Employer to the Secretary-Treasurer of CUPE Local 2038.
- (b) With the monthly transmission of dues, the Employer will deliver a list of the Employees names, addresses, home phone number, total base wages, the amount of deductions, and from whom the deductions were made.

## **ARTICLE 8 – THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES**

- 8.1 The Employer agrees to acquaint new Employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off.

- 8.2 At the time of the Employee's orientation, the Employer agrees to provide each new unionized Employee with a Union information package and allow a Union Representative to speak at the orientation for up to thirty (30) minutes. The Union shall be responsible for supplying the Employer with the information package.

## **ARTICLE 9 – RELATIONSHIP BETWEEN THE UNION AND THE EMPLOYER**

- 9.1 The Union recognizes the right of the Employer to exercise all of the customary functions of Management not restricted by this Agreement.
- 9.2 The Employer shall exercise its rights in a fair and reasonable manner, consistent with the provisions of this Collective Agreement. Any claim that the Employer has not exercised its rights consistent with the provisions of this Collective Agreement may be the subject of a grievance.
- 9.3 The Employer agrees persons not in the bargaining unit shall not perform duties of Employees who are within the bargaining unit except for the purpose of instruction, experimenting, in emergencies or when Regular Employees are not available, qualified, or when Regular Employees are not readily available or available in sufficient numbers, or to cover breaks for Communications Operators at Taber Police Service.
- 9.4 All rules, regulations and policies adopted by the Employer which affect the Employees in the bargaining unit shall:
- (a) be approved and signed by the Town of Taber; and
  - (b) be forwarded to the Union; and
  - (c) be available in printed and/or electronic form and at the workplace.
- 9.5 The Employer reserves the right to establish the number of Employees.

## **ARTICLE 10 – UNION COMMITTEES AND STEWARDS**

- 10.1 No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union.
- 10.2 In order that this may be carried out, the Union shall notify the Employer in writing of the names of its Officers, Site Representative, Stewards, Labour/Management Committee members and the Union Committees and the area over which each Steward/Officer is responsible. The Employer will recognize these members.
- 10.3 The Employer shall notify the Union in writing of the names of the Employer's officials who are authorized to deal with the Union.



- 10.4 The Union shall have the right at any time to have the assistance of the National Representative, appointed to Local 2038 by the Canadian Union of Public Employees when dealing or negotiating with the Employer.
- 10.5 Representatives of the Union appointed under Article 10.2 shall be granted permission without loss of pay to leave their employment in order to carry on negotiations, grievances and arbitration procedures. Notice of such shall, when possible, be given to the Employer at least four (4) working days in advance.
- 10.6 The Employer will recognize:
- (a) Six (6) Stewards including a Site Representative all of whom shall be Employees of the Employer; and
  - (b) A Union Grievance Committee of three (3) Employees of the Employer, one (1) of whom shall be the President of the Local Unit or their representative.
  - (c) A Union Bargaining Committee shall be appointed and consist of not more than five (5) members of the Union, as appointees of the Union. The Bargaining Committee shall deal with such matters as reviewing and negotiations to amend this Agreement. The Union will advise the Employer of the Union nominees to the Committee not less than five (5) working days prior to commencement of negotiations.
- 10.7 The Employer and the Union agree to establish a Labour/Management Committee comprising of three (3) members from Management and three (3) members of the Union including the CUPE National Representative. The Committee shall concern itself with matters of the following general nature:
- (a) Improvement of Employee Employer relations.
  - (b) Increasing operating efficiency by promoting co-operation in effecting economy moves.
  - (c) Improvement of service to the public.
  - (d) Promotion of safety and sanitary practices and the observance of safety rules.
  - (e) Correction of conditions making for grievances and misunderstandings.
  - (f) Promotion of education and training of the staff
  - (g) And such other matters of mutual concern as the Parties deem properly within their jurisdiction.
  - (h) Review of job descriptions and employee classifications.

- 10.8 Meetings of the Labour/Management Committee shall be held monthly or from time to time as mutually agreeable to both Parties. Topics for discussion will be submitted in writing by each Party not less than five (5) working days prior to the time of the scheduled meeting. Minute taking of the Labour/Management Committee will be handled by the Employer and forwarded to the respective Parties for review not less than five (5) days prior to the next scheduled meeting.
- 10.9 The Labour/Management Committee agrees to meet jointly with the Town of Taber's other committees as necessary to address common issues.

## **ARTICLE 11 – GRIEVANCE PROCEDURES**

- 11.1 It is the mutual desire of the Parties that a complaint of an Employee and/or Employees shall be resolved as promptly as possible. It is understood that an Employee has no grievance until they have first discussed the complaint with the immediate "Out-of-Scope" Supervisor without satisfaction, within ten (10) days of the incident which gave rise to the complaint. An Employee, if they wish, may be accompanied by their Steward or their designate.
- 11.2 Should any difference arise between the Employer and any Employee from the interpretation, application, administration, or alleged violation of the provisions of this Agreement, an earnest effort shall be made to settle such difference without undue delay. Failing satisfactory settlement, the following grievance procedures shall apply.
- 11.3 STEP 1
- In the first instance, the Union shall submit the Grievance in writing, to the "Out-of-Scope" Supervisor or designate. Such Grievance notice shall include the details of the Grievance, including the nature of the Grievance, and the clause or clauses upon which the Grievance is based, together with the remedy being requested, within ten (10) days of the event upon which the Grievance is based. The "Out-of-Scope Supervisor" shall, if requested by the Employee, arrange for the presence of a Steward.
- (a) The Union and the Employer may mutually agree to a facilitator (such as Human Resources or a Management person from another Department) to assist in trying to resolve the matter. When this is agreed upon, the President of the Union or designate will attend the meetings.
  - (b) The "Out-of-Scope" Supervisor or designate will give their decision in writing within ten (10) days of receiving the written grievance.

#### 11.4 STEP 2

In the event the Union proceeds to Step 2, the grievance shall within ten (10) days from the date of the decision of the "Out-of-Scope" Supervisor be submitted in writing to the Department Head or their representative. The Union and the Grievor(s) shall be given an opportunity to discuss the Grievance with the Department Head or their representative within ten (10) days of submission of the Grievance. The Department Head or their representative shall give their decision in writing within ten (10) days of the discussion.

#### 11.5 STEP 3

In the event the Union proceeds to Step 3, the grievance shall within ten (10) days from the date of the decision of the Department Head be submitted in writing by the Union to the Chief Administrative Officer, to be dealt with at a meeting of the Union and the Grievor to be held within ten (10) days of the submission. The decision of the Chief Administrative Officer shall be given in writing within ten (10) days after the meeting where it was discussed.

11.6 Grievances alleging workplace harassment or workplace violence shall be referred directly to Step 3 of the grievance procedure. Grievances alleging workplace harassment or workplace violence shall be filed no more than twelve (12) months after the events that gave rise to the grievance. Where the Grievor alleges a pattern of workplace harassment and/or workplace violence, the Parties agree that alleged incidents that occurred no more than one (1) year prior to the filing of the grievance may be included.

#### 11.7 Arbitration

(a) If the Grievance is still not settled, the Union will notify the Chief Administrative Officer and Human Resources of their desire to proceed to Arbitration in accordance with Article 12.

(b) Upon written request of either Party hereto, the parties agree to use the services of a recognized Mediator agreeable to both the Employer and the Union in an attempt to resolve a dispute. It is agreed and understood that this process does not replace arbitration as set down in Article 12. Each party will pay one-half (1/2) of all expenses and costs of the Mediator.

#### 11.8 Amending of Time Limits

The time limits may be extended by mutual agreement in writing by both Parties to this Agreement.

11.9 When a dispute involving a question of general application or interpretation of this Collective Agreement occurs, the Union shall have the right to file a policy grievance.

- 11.10 The Parties may at any time agree to use the services of a recognized Mediator agreeable to both the Employer and the Union in an attempt to resolve a dispute. It is agreed, and understood, that this process does not replace arbitration. Each Party will pay one-half of all expenses and cost of the Mediator.
- 11.11 Should either Party fail to act within their specified time limit, the Party failing to do so shall concede the Grievance to the other Party. All time limits may be extended by mutual agreement in writing.
- 11.12 All Grievances and replies to Grievances shall be in writing.
- 11.13 In this Article, days shall exclude Saturdays, Sundays, and paid Holidays.

## **ARTICLE 12 – ARBITRATION**

- 12.1 When either Party requests that the Grievance be submitted to arbitration, the request shall be made by registered mail or electronic submission, within twenty (20) days of the reply in Step 3 addressed to the other party of the agreement, indicating the name and address of its proposed single Arbitrator. Within twenty (20) days thereafter the other Party shall answer by Registered Mail, or electronic submission indicating acceptance or submission of a new proposed single arbitrator. The single arbitrator must be mutually agreed to.
- 12.2 Failure to Appoint
- If the Parties are unable to mutually agree on the appointment of an Arbitrator, the provisions of the *Alberta Labour Relations Code* shall be used to determine the appointment.
- 12.3 Expenses of the Arbitration
- Each Party agrees to pay one-half (1/2) of the fees and expenses of the arbitrator it appoints.
- 12.4 Amending of Time Limits
- The time limits may be extended by mutual agreement in writing by both Parties to this Agreement.
- 12.5 Witnesses
- At any stage of the Arbitration procedures, the Parties may have the assistance of the Employee(s) concerned as witnesses and any other witnesses and all reasonable arrangements will be made to permit the conferring Parties or the Arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the Grievance.
- 12.6 In this Article, days shall exclude Saturdays, Sundays, and paid Holidays.

## **ARTICLE 13 – DISCHARGE, SUSPENSION AND DISCIPLINE**

### **13.1 Disciplinary Action**

Whenever an Employee is disciplined, and the discipline is intended to be a matter of the Employee's personnel file, the Employee shall have the right to have a Union representative present at the meeting when the discipline is given.

- (a) The Employee shall be given, in writing, the facts upon which the Employer is basing its disciplinary action, whether it be a verbal warning, written warning, suspension, or discharge.
- (b) The Employer and Employee agree to consider matters of discipline in a co-operative and corrective manner rather than a punitive fashion and will endeavour to assist the warned Employee in improving their work performance.

### **13.2 Discharge and Discipline Procedure**

An Employee who has completed their probationary period may be dismissed, but only for just cause and only upon authority of the Chief Administrative Officer. A Department Head or designate may discipline an Employee but shall immediately report such action to the Chief Administrative Officer. When an Employee is disciplined or discharged, they shall be given an opportunity to be heard in the presence of a Union representative. Such Employee and the Union shall be advised promptly in writing by the Chief Administrative Officer of the reason for discharge or suspension.

### **13.3 Shall Omit Grievance Steps**

An Employee considered by the Union to be wrongly or unjustly discharged or suspended shall be entitled to a hearing under Article 11 – Grievance Procedures. Articles 11.1, 11.2, 11.3 and 11.4 of the Grievance Procedure shall be omitted in such cases involving discharge.

### **13.4 Unjust Suspension or Discharge**

Should it be found through Step 3 of the grievance procedure or investigation, Article 11.5, that an Employee has been unjustly suspended or discharged, such Employee shall be immediately reinstated in their former position, without loss of seniority and shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangements as to compensation which is just and equitable in the opinion of the Parties or in the opinion of the Arbitrator, if the matter is referred to Arbitration.

### **13.5 In this Article days shall exclude Saturdays, Sundays and paid Holidays.**

- 13.6 Any disciplinary notation shall be removed from an Employee's record, with notice sent to the Union, after a period of twelve (12) months, should a second occurrence happen within the twelve (12) months, that original occurrence becomes twenty-four (24) months from date of issue. The second or subsequent occurrence(s) will be twenty-four (24) months. After twenty-four (24) months the discipline shall be removed from the Employees file if they have not received any disciplinary warning or suspension.

## **ARTICLE 14 – SENIORITY**

### **14.1 Seniority Defined**

Seniority for Employees is defined as the length of service with the Employer in the Bargaining Unit, including service prior to certification of the Union.

- 14.2 Seniority for Full-time Employees shall be based upon the date the Employee commenced in a full-time position, plus any accumulated hours as a Casual, Seasonal, or Part-time Employee, provided that the employment is continuous.
- 14.3 Seniority for Casuals, Seasonal, Temporary or Part-time Employees shall be calculated based upon the Employees department qualifying full-time equivalent hours paid from the date the Employee commenced work.

### **14.4 Seniority List**

The Employer shall prepare one (1) seniority list for Casual/Seasonal Employees and one (1) seniority list for all other Employees, which will be made current as of the last pay period of each year.

- 14.5 The Employer shall post the current lists for the prior year and forward a copy to the Union prior to March 1<sup>st</sup>.
- 14.6 If the Union finds a discrepancy in the seniority list, they will address it with the Employer by April 1<sup>st</sup> of the current year.

### **14.7 Loss of Seniority**

An Employee shall not lose seniority if they are absent from work because of sickness, accident, or lay-off. An Employee shall only lose their seniority in the event:

- (a) The Employee is discharged for just cause and not subsequently reinstated.
- (b) The Employee resigns.
- (c) The Employee is absent from work in excess of three (3) working days without permission or notice giving an acceptable reason for the absence.

- (d) The Employee has been laid off and fails to return to work within ten (10) days following written notice of recall, unless through sickness or other just cause.
- (e) The Employee is laid off and not recalled for a period of over one (1) year.
- (f) An Employee shall lose their seniority when they voluntarily leave the bargaining unit.
- (g) Full-time Employees shall maintain accrued seniority but shall not accrue seniority for approved leaves of absence of more than thirty (30) calendar days, with the exception of maternity leave or leave of absence granted for sick leave, education leave, disability, or Worker's Compensation.

#### 14.8 Probationary Employees

Newly hired Employees shall be considered on probation for a period of ninety (90) calendar days from the date of hiring.

- (a) Probationary Employees shall be provided with a written review of their progress approximately halfway through their probation period.
- (b) Probationary periods may be extended in consultation with the Union up to an additional ninety (90) calendar days.
- (c) Termination during the extended probation period would be subject to the *Alberta Employment Standards Code* provisions with respect to notice.
- (d) After completion of the Probationary period, seniority shall be effective from the original date of employment.

### **ARTICLE 15 – PROMOTION AND STAFF CHANGES**

15.1 For the purposes of this Article a “vacancy” shall mean a position that is vacant for any reason.

#### 15.2 Temporary Vacancy

- (a) A Temporary vacancy is a position that has been made temporarily vacant due to illness, accident, leave of absence or vacation that the Employer may fill due to operational requirements.
- (b) The Employer will inform the Union within thirty (30) calendar days if the intent of the Employer is not to fill the temporary vacancy with a relief assignment for the duration of the vacancy and provide the reasons for such decision.
- (c) A Temporary vacancy may be filled by a Full-time, Part-time, Casual, Temporary or Seasonal Employee, when qualified or the Employer may hire a new Employee when the position is unable to be filled internally as listed above.

### 15.3 Permanent Vacancy

- (a) A permanent vacancy is when a position has become vacant due to termination, resignation or retirement.
- (b) The Employer will inform the Union within sixty (60) calendar days of the Employer's intent regarding the position.
- (c) If the intent is to fill the position, the Employer shall post the vacancy in accordance with Article 15.4 within five (5) days of providing the Union with their decision.

### 15.4 Job Postings

#### (a) Job Postings

Prior to filling any vacancies or creating new positions, the Employer shall notify the Union and post notice of the position on the bulletin board and the internet for a minimum of five (5) working days in order that all Employees will know about the position and be able to submit a resume/application.

#### (b) External Postings

The Employer may commence outside advertising at the time of the posting.

#### (c) Information on Internal Postings

Such notice shall contain the following: nature of position, required knowledge and education, ability and skills, shift and negotiated rate of pay, normal hours of work and anticipated start date.

### 15.5 Provided the Employee has the necessary qualifications and can demonstrate the ability to do the job, seniority shall be the deciding factor in determining preference or priority for filling vacancies, promotions.

#### (a) Order of consideration

The following order for consideration of applicants shall apply:

- (i) Firstly, Full-time and Part-time Employees,
- (ii) Next, Casual and Seasonal Employees,
- (iii) Next, Outside applicants



15.6 Trial Period

The successful internal applicant will be placed on a trial for a period of sixty (60) working days. Conditional on satisfactory service, the position shall become permanent after a period of sixty (60) working days. During the trial period if the successful applicant proves unsatisfactory in the position or if they find themselves unable to perform the duties of the new classification, they shall be returned to their former position at a time designated by Management without loss of seniority and wages or salary. No Employee shall be transferred to a position outside the bargaining unit without their written consent.

15.7 Employees serving a Trial Period shall be provided with a written review of their progress approximately halfway through their Trial Period. Should the Employer find it necessary, they may extend the Trial Period once by twenty (20) working days with the reasons for the extension provided to the Employee and Union. The Employee's rights under Article 15.6 will continue through this extended Trial Period.

15.8 Appointments from within the Bargaining Unit shall normally be made within twenty (20) working days of the last date of posting. This may be extended upon mutual agreement.

15.9 Notice of Wage Rates

In the event that the Employer creates a new job, the rate of pay shall be tentatively established, and the job shall be posted as outlined in Article 15.4. The Employer shall notify the Union and open negotiations for wage rates and working conditions of such a new job. If agreement cannot be reached, the rate of wages shall be determined through the grievance and arbitration procedure, and such decision shall be binding on both Parties.

15.10 Job Descriptions

Will be reviewed with the Union and be made available in printed and/or electronic form to Employees.

15.11 Notice to Union

The Union President or Secretary shall be notified of all hiring's, lay-offs, transfers, recalls, and terminations of employment within five (5) working days of their occurrences.

15.12 No Employee shall be transferred to a position outside the bargaining unit without their consent. If an Employee is conducting a trial period as per articles 15.6 and 15.7, in a position outside the bargaining unit, they shall retain their seniority acquired to the date of leaving the unit but will not accumulate any further seniority. If the Employee proves unsatisfactory in the position or they feel they are not the right fit for the position outside the bargaining unit while still in the trial period they shall be returned to their former position, wage, and seniority. The return shall occur at a time designated by management.

## **ARTICLE 16 – LAY-OFFS AND RECALLS**

- 16.1 When lay-offs are necessary, Employees shall be laid off in the following order and recalled in reverse order, providing the Employee has the necessary qualifications and can demonstrate the ability to do the job:
- (a) Seasonal Employees,
  - (b) Casual Employees,
  - (c) Part-time Employees,
  - (d) Full-time Employees.
- 16.2 No new Employees will be hired within the Department until those Permanent Employees laid off within the Department have been recalled by order of seniority. Employees have ten (10) working days to respond to the call-back.
- 16.3 Notice of Lay-offs
- (a) The Employer shall, in writing, notify all Part-time and Full-time Employees who are to be laid off ten (10) working days before the lay-off is to be effective, or shall compensate the Employee for lack of notice accordingly as defined with the *Alberta Employment Standards Code*.
- 16.4 An Employee with seniority in the bargaining unit whose job is permanently affected by way of being discontinued or changed in a manner that will reduce the Employee's rate of pay or regular hours of work may if they choose to displace an Employee with lesser seniority in any classification covered in this Agreement provided, they have the necessary qualifications and can demonstrate the ability to do the job. In order to demonstrate ability to do the job, an Employee will be required to serve the trial period as described in Article 15.6 other Employees who are affected by such a move shall be allowed to exercise their seniority rights in the same manner.

## **ARTICLE 17 – HOURS OF WORK**

- 17.1 The normal work week shall consist of:
- (a) Administration Building Staff, and Clerical Staff at the Aquafun Centre, Fire Department and Police Station, five (5) seven and one-half (7 ½) hour days from Monday to Friday inclusive, or a total of thirty-seven and one-half (37 ½) hours per week. Except as herein provided the hours of work shall be from 8:00 a.m. to 4:30 p.m. with a one (1) hour lunch period per day. The Employer may require these Clerical Staff to adjust their schedule by fifteen (15) minutes for operational requirements, but the Employee shall not exceed seven and one-half (7 ½) hours per day.

- (b) Public Works and the Facility Maintenance Staff, five (5) eight (8) hour days for a total of forty (40) hours per week. Except as herein provided the normal work week shall be 8:00 a.m. to 4:30 p.m., Monday through Friday, with a one-half (1/2) hour lunch period per day. For Landfill Staff, five (5) eight (8) hour days for a total of forty (40) hours per week. Except as herein provided the normal work week shall be 8:00 a.m. to 4:30 p.m., Tuesday through Saturday, with a one-half (1/2) hour lunch period per day. The one-half (1/2) hour lunch break may be adjusted with mutual agreement between the Employee and the Out-of-Scope Supervisor.
- (c) Start and end times may be adjusted upon mutual agreement between the Employer and the Employee, without incurring overtime.
- (d) In consultation with the Employees and the Union, hours of work for the Engineering, Public Works and Facility Maintenance Staff may be seasonally adjusted between May 1<sup>st</sup> through September 30<sup>th</sup> each year, to 7:00 a.m. to 3:30 p.m. with one-half (1/2) hour for lunch from Monday to Friday.
- (e) The Jail Guards will have a schedule of no more than a twelve (12) week averaging rotation, consisting of no more than six (6) on-call days without the consent of the Guard and will rotate through the Casual Jail Guard Employee group.

The maximum hours in any one shift shall not exceed twelve (12) hours in any twenty-four (24) hour period or overtime rates will apply. Jail Guards may be called in order of rotation to fill in, on short notice, for Jail Guards who are sick or are otherwise unable to complete their regular shift, at straight time up to twelve (12) hours in any one day or eighty-eight (88) hours in any one pay period.

- (f) The hours of work may be adjusted for operational requirements, and in accordance with Article 18 overtime rates may apply.
- (g) The hours of work for Water/Wastewater Plant Operators shall be from 7:00 a.m. to 3:30 p.m. for a total of forty (40) hours per week. A week will be considered Sunday 12:00 a.m. to Saturday 11:59 p.m.

17.2 Employees that are scheduled to work the hours of work other than those hours defined in Article 17.1 shall be considered as shift workers. These Employees include Pool Programmer/Operators, Lifeguards, Recreation Staff, Communication Operators, Seasonal Staff, Recreation Cashiers, and Custodial Staff. The following shall apply:

- (a) Straight time hours shall be incorporated into a shift schedule.
- (b) The maximum hours in any one shift shall not exceed twelve (12) hours.
- (c) Hours of work in any one shift shall be consecutive hours except for the unpaid lunch break, where applicable.

- (d) There shall be a minimum of twelve (12) hours of rest between shifts unless there is mutual agreement between the Employer and the Union to post a shift schedule with shorter rest periods. Employees who are required to work in emergencies and other situations without a twelve (12) hour rest period between shifts will be paid at applicable overtime rates for hours not originally scheduled.
- (e) A shift cycle, when used in this Agreement, shall mean the period of time when a set of scheduled shifts repeats itself.
- (f) The shift for the Communications Staff shall be twelve (12) hours, for an average of forty (40) hours per week. Should the need arise to amend this shift; the Parties will meet in a Labour/Management Committee meeting to discuss the reasons for change. Should the shifts change, the affected Employees shall be given notice as per Article 17.2.
- (g) The average hours of work over the shift cycle shall be a maximum of forty (40) hours per week.
- (h) Part-time, Casual and Seasonal Employees shall not work more than six (6) consecutive shifts without a scheduled day off.
- (i) The Employer shall post shift schedules twenty-eight (28) calendar days in advance, that show each Employee's scheduled days of work and scheduled days of rest.
- (j) Employees shall be given at least twenty-eight (28) calendar days' notice prior to any permanent change in the Employee's shift schedule. Within the Recreation department, within the twenty-eight (28) calendar days' schedule, should an event come forward, the Employer may change the schedule with seventy-two (72) hours' notice.
- (k) Failure to adhere to Article 16.2(j) shall result in overtime at two (2) times the regular rate of pay for all shifts that fall outside of the twenty-eight (28) day notice period.
- (l) Temporary changes in the start and end times of the Employee's shift for periods up to one (1) week may be made by giving the Employee seventy-two (72) hours advance notice, otherwise applicable overtime rates shall apply for the hours not originally scheduled.
- (m) Employees shall be allowed to exchange shifts only within the same pay period, provided that:
  - (i) the shift change is agreed between the two (2) Employees in writing and signed by both Employees; and
  - (ii) the shift change is approved by the Supervisor; and
  - (iii) there is no additional cost to the Employer due to overtime.

- (n) The hours of work for Recreational Operators may be seasonally adjusted from September 30<sup>th</sup> through April 30<sup>th</sup>.
- (o) The Employer will create a fair and equitable schedule rotation for all Recreation Operators.

17.3 Break periods will be in accordance with *Alberta Employment Standards Code* or as where agreed otherwise between the Supervisor and the Employee.

#### 17.4 Guaranteed Hours of Pay

- (a) A Full-time Employee reporting for work on their regular shift shall be paid their regular rate of pay for the entire period of work with a guarantee of at least four (4) hours of pay, or if no work is available, within their regular duties, the Employee shall be paid for at least four (4) hours.
- (b) A Casual, Temporary, Seasonal or Part-time Employee reporting for work on their regular shift shall be paid their guaranteed hours of pay as per *Alberta Employment Standards Code*.

#### 17.5 Break Period

- (a) All Employees shall be permitted a fifteen (15) minute rest period in both the first and second half of a shift and shall be taken in the proximity of the Employee's job location.
- (b) Part-time Employees where shift duration is less than or equal to five (5) consecutive hours, will be entitled to one (1) fifteen (15) minute break period.
- (c) Employees working a twelve (12) hour shift will not have scheduled breaks, however, they will receive three (3) paid fifteen (15) minute rest breaks included in the shift. With Supervisor's permission, the breaks can be accumulated to forty-five (45) minutes rest with pay.

#### 17.6 Shift Work

Where Employees are not on a regular rotating shift, seniority shall determine shift preference, for shift schedule selection, subject only to ability to perform the job required.

#### 17.7 Daylight Savings Time

- (a) On the date fixed by proclamation, in accordance with the *Daylight Savings Time Act*, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional one (1) hour with additional payment due therefore at the applicable overtime rate. On the date fixed by said *Act* for the resumption of Daylight Savings Time, the resultant reduction of one (1) hour in the shift involved shall be affected with the appropriate deduction in regular earnings.

## 17.8 Additional Notice

There is an expectation to the extent it is reasonably practicable, for Part-time or Casual Employees to work additional hours when work is available. Additional hours will be offered to Part-time or Casual Employees in order of the Employees' rotation that does not result in the payment of overtime. If there is no Employee available without having to pay overtime the shift shall be assigned to the most senior Employee, in the department, who wishes to work the shift at the overtime rate.

17.9 Part-time or Casual Employees who wish to work additional hours may be called in to work in order of rotation and will be paid straight time up to seven and one half (7 ½) or eight (8) hours in any one (1) day or eighty (80) hours in any one (1) pay period. Additional hours will be offered to minimize overtime. Part-time or Casual Employees may be called to fill in, on short notice, for Employees who are sick or otherwise unable to complete their regular shift, and will be compensated at the regular rate of pay of the Employee called in.

(a) For Part-time or Casual Communication Operators who wish to work additional hours may be called in to work in order of rotation and will be paid straight time up to twelve (12) hours in any one day or eighty (80) hours in any one (1) pay period. Additional hours will be offered to minimize overtime. Part-time or Casual Communication Operators may be called to fill in, on short notice, for Employees who are sick or otherwise unable to complete their regular shift, and will be compensated at the regular rate of pay of the Employee called in.

17.10 The Employer recognizes the need to minimize split shifts. However, if the need arises for a split shift for Part-time Employees or Casual Employees, effort will be made to discuss with the Union prior to implementing the split shift. Where a split shift is anticipated for permanent Full-time Employees, it will be discussed with the Union prior to implementation.

## 17.11 Alternate Hours of Work

(a) An alternate hours of work shift schedule may be designed to be brought forward for review by the Parties and approved at the discretion of the Out-of-Scope Supervisor.

This shift schedule design shall specify the following:

- i) Shift starting times;
- ii) Shift ending times;
- iii) Hours of work per day;
- iv) Average hours of work per week;
- v) Number of weeks of the shift schedule;

- vi) Lunch periods and coffee breaks;
- vii) Overtime entitlement;
- viii) Shift differential entitlement;
- ix) General holidays entitlement.

(b) An Alternate hours of work shift schedule shall be as per Clause 17.2(l).

#### 17.12 Earned Day Off

Whereas the Employer recognizes that an Earned Day Off Program allows an alternative work schedule to accommodate Employee needs or preferences and also allows Employees to have extended hours ensuring increased customer services opportunities, the Town of Taber and CUPE Local 2038 agree to implement an Earned Day Off Program, as follows:

- (a) The Earned Day Off Program schedule must be mutually agreeable by the Employer and the Employee and not hamper the overall operations of the unit. An Employee shall submit written proposals, in the required format; and sign a written Agreement outlining the terms and conditions of the Earned Day Off schedule.
- (b) The Earned Day Off schedule must be operationally viable and can be discontinued at any time, at Management's discretion.
- (c) The earned time off must be accumulated outside the Normal Workday which ensures at least a one-half (1/2) hour meal break at approximately the midpoint in the workday.
- (d) No more than three (3) days of accumulated but unused earned days off time may be held at one time.
- (e) Earned days off will be earned and used on a regularly scheduled basis.
- (f) Subject to the approval of the CAO exceptions may be made for the purpose of accommodating an Employee who must deal with an extraordinarily matter.

### **ARTICLE 18 – OVERTIME**

#### 18.1 Overtime Defined

All time worked beyond the normal workday, the normal workweek, on a holiday or on a scheduled day off, shall be considered as overtime.

18.2 For Jail Guards working twelve (12) hour rotating shifts, overtime will be calculated at two times (2x) of regular pay.

- (a) Overtime for Jail Guards shall apply to all hours worked in excess of forty-eight (48) hours in the seven (7) day rotation.

- (b) Overtime for Part-time and Casual Communication Operators shall apply to all hours worked in excess of regular hours of the shift of a Full-time Employee in the same classification in any one day, or a maximum of eighty-eight (88) hours per pay period, and on a General Holiday entitlement as per the Collective Agreement.
- (c) Overtime for all other Part-time, Casual and Seasonal Employees shall apply to all hours worked in excess of regular hours of the shift of a Full-time Employee in the same classification in any one day, an average of eighty (80) hours per pay period and on a General Holiday entitlement as per the Collective Agreement.

18.3 Overtime earnings shall be calculated on the basis of two times (2x) the Employee's regular rate of pay. For Employees working twelve-hour shifts, overtime will be calculated at double the time of regular pay except for General Holidays as Article 19.6 still applies.

18.4 On a General Holiday when an Employee is scheduled to work, overtime shall be paid according to Article 18.3 and will be in addition to the regular rate of pay.

#### 18.5 Minimum Call Back Time

An Employee who is called in and required to work outside their regular working hours shall be paid overtime at two times (2x) the Employee's regular rate of pay, with a minimum of three (3) hours pay for each call back. The provisions of this Article do not apply unless the Part-time Employee has worked a full shift based on the hours of a Full-time Employee in the same or similar classification. If the Employee has worked less than a Full shift the hours, then will be considered as additional hours.

- (a) When an Employee is called within the same three-hour period, the Employee will not receive any additional compensation unless the total time exceeds the three (3) hours, in which case, the Employee will be paid for the total hours at two times (2x) the Employee's regular rate of pay.
- (b) Where the call back hours overlap regular scheduled time, the Employer will reduce accordingly.
- (c) When an Employee is called in during a normal lunch break, the Employee will not receive call back compensation, but any additional time that the Employee has worked during the day will either be considered as overtime (if beyond the normal working hours of that day), or the Employee will be allowed another break time during that day.

18.6 It is agreed that should overtime work be required, it shall be shared as equitably as possible among those Employees who are usually engaged in the operations involved. The Employer will endeavor to keep overtime to a minimum.



18.7 An Employee shall be allowed to bank overtime at the applicable rate in lieu of cash payment. Banked overtime shall be taken at a time mutually agreeable to the Employer and the Employee. Banked overtime may be accumulated and used to a maximum of forty-eight (48) hours. As hours are used, they may be replenished.

18.8 All overtime must be approved by the Department Head or designate.

18.9 Court Call-in

When a Full-time Employee working for the Taber Police Service is required to and does attend court to carry out their duties during hours other than those of their regular shifts, they will be paid at two times (2x) their regular rate of pay for not less than four (4) hours thereafter for each attendance in the forenoon (a.m.), deemed to conclude at 1300 hours, or afternoon (p.m.). If an Employee attends court in both the forenoon and afternoon of the same day, they will be paid six (6) hours at double time (2x).

(a) When scheduled to appear in court on a regular day off, an Employee must be given at least twelve (12) hours prior notice of any court cancellation. Such notice will be carried out as follows:

(i) A telephone call or text message will be placed to the Employee's place of residence or cellular telephone to advise of the cancellation with this call being recorded at the Police Station; if contact with the Employee is not made, the Employee is then responsible to call-in to see if the court appearance is still scheduled; a failure of an Employee to telephone in removes the responsibility of the Employer to cause payment in accordance with this Collective Agreement. No notice is required when an Employee is scheduled for court on a regular scheduled day of work.

(b) Shifts may only be changed to accommodate court appearances of one (1) day to allow for lengthy trials.

18.10 Scheduled Day Off

(a) All-time worked on an Employee's regular scheduled day off shall be paid at the rate of double time.

(b) Additional hours offered to Employees on their scheduled day off shall be worked at their regular rate of pay unless it is a General Holiday, or the Employee has accumulated more than Seventy-five (75) or eighty (80) hours in the bi-weekly pay period.

18.11 The overtime provisions do not apply to seminars, courses, or travel time related to Employee's occupation/service. Where the Employer has approved attendance at a course or seminar, the Employee will be paid at the regular rate of pay for travel time to and from the course, and for each day at the course or seminar, or shall receive another day off or portion thereof with pay in lieu by mutual agreement.

**18.12 Meeting Attendance**

- (a) Employees that are required to attend meetings with the Employer shall be paid at the Employee's regular rate of pay except where the provisions of Article 18 apply which must be paid and not banked.

**18.13 Information Sessions**

- (a) Employees that are required to attend information sessions with the Employer shall be paid at the Employee's regular rate of pay and if the meeting is on an Employee's scheduled day off, the Employee shall receive another day off or portion thereof with pay or a day's pay or portion thereof in lieu by mutual agreement.

**ARTICLE 19 – GENERAL HOLIDAYS**

19.1 The following shall be paid General Holidays:

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

And any other day proclaimed a holiday by the Federal or Provincial Governments or the Town of Taber.

- 19.2 When any of the above noted holidays fall on a Full-time or Part-time Employee's scheduled day off, the Employee shall receive another day off with pay or a day's pay in lieu thereof by mutual agreement. An Employee shall be allowed to bank General Holiday lieu day(s) at the applicable rate in lieu of cash payment. Banked General Holiday day(s) shall be taken at a time mutually agreeable to the Employer and the Employee. Banked General Holiday lieu day(s) may be accumulated and replenished to a maximum of forty (40) hours for eight-hour Employees and thirty-six (36) hours for twelve-hour Employees.
- 19.3 If a General or declared Holiday falls or is observed during an Employee's vacation period, they shall be allowed an additional day's vacation with regular pay.
- 19.4 Holiday pay is equivalent to a regular working day's pay at the Employee's classification as designated on the payroll classification page.

19.5 When an Employee working twelve (12) hour rotating shifts is required to work on the paid holiday, the Employee shall be paid time at double time (2x) for all hours worked in addition to the regular rate of pay entitlement for the holiday.

(a) For Jail Guards, working twenty-four (24) hour on-call schedule who are required to work on a paid holiday shall be paid at two times (2x) for hours worked, in addition to their regular rate of pay. For Jail Guards General Holiday hours shall be calculated from midnight to midnight on the actual General Holiday for hours worked.

19.6 For the purpose of calculating General Holiday pay for Part-time, Casual and Seasonal Employees, the amount shall be calculated on the average daily earnings paid by the Town of Taber in the five (5) pay periods immediately preceding the Holiday.

## ARTICLE 20 – VACATIONS

20.1 Employees are encouraged to take time off in a manner that will provide time for the Employee to rest and relax away from work.

20.2 During each continuous year of service in the employ of the Employer, an Employee shall earn vacation with pay as follows:

### Effective 2022:

Years of Service	2080 Annual Hours	1950 Annual Hours
Start Date to 1 <sup>st</sup> Year	80 hours	75 hours
2 <sup>nd</sup> Year to 7 <sup>th</sup> Year	120 hours	112.5 hours
8 <sup>th</sup> Year to 13 <sup>th</sup> Year	160 hours	150 hours
14 <sup>th</sup> Year to 22 <sup>nd</sup> Year	200 hours	187.5 hours
23 <sup>rd</sup> year plus	240 hours	225 hours

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

(b) For Part-time Employees vacation shall be allocated in accordance with this article on a pro-rated basis.

(c) For Casual and Seasonal Employees, vacation shall be allocated in accordance with the provisions of the *Alberta Employment Standards Code*, paid by the Employer on each pay cheque.

20.3 Employees will take one (1) vacation period of at least five (5) consecutive working shifts in the case of Employees working seven and one-half (7½) and eight (8) hours per day and four (4) working shifts in the case of Employees working twelve (12) hours shifts. The remainder may be taken at a minimum of half-day (½) increments.

- 20.4 Employees shall indicate the period(s) of vacation they wish to take for that year, by April 1<sup>st</sup>. Vacations shall be scheduled to be taken at a time mutually agreed between the Department Head or designate and the Employee.
- 20.5 Vacation leave will be considered by seniority for the Employee's first choice, up to ten (10) working shifts in the case of Employees working seven and one-half (7½) and eight (8) hours per day and eight (8) working shifts in the case of Employees working twelve (12) hour shifts then on a rotational basis through the seniority list for that Department for the second and subsequent choices.
- 20.6 Each Employee shall be able to take a minimum of five (5) working shifts in the case of Employees working seven and one-half (7½) and eight (8) hours per day and four (4) working shifts in the case of Employees working twelve (12) hour shifts vacation during the months of July or August.
- 20.7 Vacations shall be scheduled to be taken at a time mutually agreed between the Department Head and the Employee.
- 20.8 Employees who do not post vacation requests by April 1<sup>st</sup> will not be considered by seniority and will have to arrange time when it does not interfere with posted vacation times and operational requirements.
- 20.9 By April 30<sup>th</sup>, the finalized schedule of vacation periods will be posted in the Department, and neither the Supervisor nor the Employee shall alter the vacation calendar/list, unless there is mutual agreement in writing between the affected Parties.
- 20.10 Once vacation has been scheduled it shall not be affected by the On-Call rotation.
- 20.11 Employees are encouraged to take time off in a manner that will provide the time for the Employee to rest and relax away from work.
- 20.12 An Employee who resigns or is terminated from employment with the Town of Taber shall be paid out wages equal to the amount of accrued vacation hours that have not been used by the Employee.
- 20.13 Employees shall fully utilize vacation accrued by anniversary date in the year following the year it was accrued, unless the Employee applies in writing, and has been given consent in writing by the Department Head. However, no Employee will be denied the time off to fully utilize all accrued vacation time as indicated. Any unused accrued vacation will be paid out in the pay period following the above referenced anniversary date.
- 20.14 If an Employee is sick for three (3) days or more while taking their vacation, the sick days shall not be considered as vacation time, but shall be considered as sick time, from the date that is on the doctor's note, provided that the Employee produces a doctor's note. The Employee shall notify the Employer of the request to change from vacation to sick days the next business day.

- 20.15 Vacation time will accrue for all leaves of absence for a maximum of four (4) weeks from the commencement of the absence.
- 20.16 Vacation time while an Employee is absent due to short-term disability, long-term disability or Worker's Compensation and education leave shall not accrue after seventeen (17) consecutive weeks from the commencement of the absence.

## **ARTICLE 21 – LEAVE OF ABSENCE**

21.1 Article 21 shall not apply to Seasonal Employees.

21.2 Articles 21.6 and 21.7 shall not apply to Casual Employees.

21.3 The Employer may grant leave of absence without pay to an Employee for reasons satisfactory to the Employer. Request for such leave of absence shall be in writing and shall be submitted to their Supervisor in advance of the commencement of the leave, except in cases of emergency, where reasons for such leave shall be submitted in writing to the Employer as soon as possible. Such leave shall not be for the purpose of taking employment elsewhere. Unless otherwise mutually agreed such leave shall not exceed three (3) months and seniority shall accumulate during such leave. Employees who are granted a leave of absence of more than thirty (30) days shall inform the Employer, in writing, two (2) weeks in advance of the date the Employee will return to work.

### 21.4 For Union Business

Where permission has been granted by the Employee's Out-of-Scope Supervisor to executive or elected representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Employer or with respect to a Grievance, they shall suffer no loss of pay for the time so spent.

### 21.5 Union Functions

Upon written request to the Employer two (2) weeks in advance, an Employee elected or appointed to represent the Union at conventions or conferences may be allowed leave of absence without pay and without loss of seniority. No more than one (1) person from each Department may be absent at one time. However, subject to operational requirements, additional Employees maybe allowed leave of absence.

### 21.6 Bereavement Leave:

- (a) Time shall normally be taken within a twelve (12) day period from the date of death however, unusual circumstances will be considered.

- (b) An Employee shall be granted a maximum of four (4) regularly scheduled consecutive shifts without loss of pay and benefits in the case of death of a parent, step-parent, guardian, spouse, common-law spouse, brother, sister, step-siblings, child, grandparent, grandparent of a spouse, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle, aunt-in-law and uncle-in-law. For the purposes of this Article, common-law partner shall be defined using the Canada Revenue definition.
- (c) In the event of a death of a spouse or child, the Employee shall be granted an additional three (3) consecutive shifts without loss of pay.
- (d) Where the burial occurs outside the Province of Alberta or more than four hundred (400) kilometres from Taber, the Employee shall receive three (3) additional calendar days.

(e) Bereavement Leave for all Employees

Time shall normally be taken within a twelve (12) day period from the date of death however, unusual circumstances will be considered.

- (f) For the purpose of calculating bereavement leave for Part-time Employees, the amount shall be calculated on the average daily earnings paid by the Town of Taber in the previous five (5) pay periods immediately preceding the day of the funeral. The time shall be paid to permanent Part-time Employees on the Employee's regularly scheduled days that fall within the seven-day period after the date of the death to a maximum number of prorated days indicated in the Collective Agreement.
- (g) A Permanent Employee on annual vacation leave shall be eligible for Bereavement Leave in accordance with the Bereavement Leave provisions.

21.7 Pallbearer's Leave

An Employee shall be granted leave for in-town or out-of-town funerals to a combined maximum of two (2) days per year without loss of salary or wages to attend a funeral as pallbearer, provided that such request is made in writing at least twenty-four (24) hours in advance.

21.8 Jury or Court Witness Duty

When an Employee receives notification from the Court to attend for jury duty or as a witness, they must notify the Employer immediately if loss of work is necessary. The Employer shall grant the leave of absence without loss of seniority to an Employee who serves as a juror or witness in any court. The Employer shall pay such an Employee the difference between their normal earnings and the payment they receives for jury service or court witness, excluding payment for traveling, meals or other expenses. The Employee will present proof of service and the amount of pay received.

## 21.9 Maternity or Parental Leave

Employees with ninety (90) days of continuous employment with the Town of Taber will be eligible for maternity or parental leave in accordance with the provisions of the *Alberta Employment Standards Code*.

## 21.10 Time Off for Elections

Employees who work the normal hours between 8:00 a.m. to 4:30 p.m. on Election Day will not require time off when election polls close at 7:30 p.m. or later. For Employees who work shifts or work irregular hours, the Town of Taber will ensure the Employee's work schedule allows for the required three (3) consecutive hours off to vote. Employees are encouraged to utilize advance polling stations to cast their votes.

21.11 The Employer may not terminate the employment of, or layoff an Employee who is on approved leave for the following but not limited to:

- (a) Maternity and Parental Leave
- (b) Reservist Leave
- (c) Compassionate Care Leave
- (d) Death or disappearance of Child Leave
- (e) Critical Illness of a Child Leave
- (f) Long-term Illness and Injury Leave
- (g) Domestic Violence Leave
- (h) Personal and Family Responsibility Leave
- (i) COVID-19 Vaccination Leave
- (j) Bereavement Leave
- (k) Leave for Citizenship Ceremony

## **ARTICLE 22 – SICK LEAVE**

22.1 Sick Leave means the period of time an Employee is absent from work with full pay by virtue of being sick or disabled.

22.2 Article 22 shall not apply to Casual and Seasonal Employees.

22.3 Employees will be entitled to accrue and use Sick Leave (based upon Employees normal working day hours), which will include illness, hospitalization, dental and/or medical appointments, which cannot be scheduled on hours other than regular hours of work, on the following basis:

- (a) Employees will accrue one (1) day per month, based on their regular hours of work per day to the employee's maximum accumulation. Employees on a sick leave will stop accruing sick time after seventeen (17) consecutive weeks.

- (b) For the purpose of calculating sick leave for Part-time Employees the amount shall be calculated to a maximum amount on a prorated basis to their full-time equivalency.
- (c) Such days will be reduced for absence due to illness or accident, except where the illness or accident is otherwise covered by Weekly Indemnity (Short Term Disability), Long Term Disability Benefits or by Workers' Compensation coverage.

- 22.4 If proof of illness is required by the Town of Taber, the Employer may require a certificate from the Employee's attending medical doctor. Such requirements will not be unreasonably imposed.
- 22.5 All Employees reporting sick shall notify their Supervisor or designate by telephone, voicemail or text, within one hour of commencement of their shift of absence through sickness, unless extenuating circumstances make this impossible. An Employee who fails to contact their Supervisor or designate prior to shift commencement may be deducted wages for the period absent.
- 22.6 All Sick Leave shall be paid at the regular rate of pay unless the Employee does not have the required time in their bank. If the Employee does not have the required time in their sick bank, they may use other banked time paid out (not pensionable) to cover their illness. If the Employee has no banked time available, the Employee will be off with no pay.
- 22.7 An Employee who has been off work for more than thirty (30) days shall inform the Employer at least two (2) weeks in advance of the day of return to work (or such shorter time may be agreed upon).
- 22.8 When an Employee is off work due to a disability for more than seventeen (17) consecutive weeks and there is no established date the Employee will be able to return to work, the Employer may post and fill the position in accordance with Article 14, with the following provisions:
- (a) In the event the Employee on disability returns to work within the period of two (2) years from the date of the first disability, the Employee filling the position will be returned to their former position;
  - (b) However, should the disability be so severe, and it is apparent to the Employer and the Union that the Employee will not be able to return to work for medical reasons, the position shall be declared vacant.
  - (c) Any other Employee moved because of this arrangement shall be returned to their former position;



- (d) In the event the Employee is unable to return to their position up to a maximum of two (2) years after the first date of disability, the Employee's employment will be terminated, then the position may be posted and filled permanently in accordance with Article 14, Promotion and Staff Changes. The Duty to Accommodate under *Alberta Human Rights Legislation* will be followed.
- (e) The Union and the Employer will attempt to meet with the Employee before termination in order to facilitate the transition out of the workforce.

#### 22.9 Family Sick Leave

If no one is available to attend to the medical needs of a spouse, common-law spouse, child, or parent, an Employee may be allowed to use a maximum four (4) shifts off with pay per calendar year from accrued sick leave to care for a family member. All provisions of Article 22 apply.

### **ARTICLE 23 – IMMUNIZATION/QUARANTINE**

#### 23.1 Any time lost as a result of:

- (a) immunization required by the Medical Health Officer in accordance with the Alberta Immunization Manual or the Canadian Immunization Guide; or
- (b) quarantine as determined by the Medical Health Officer; or
- (c) being prohibited from working by the employer as a result of exposure to an infectious disease as a result of their employment.

Shall not result in loss of pay and may come out of an Employees Sick Leave Credits.

### **ARTICLE 24 – WORKERS' COMPENSATION**

24.1 The Town of Taber shall carry Workers' Compensation Board Coverage for all Employees covered by this Agreement and all *Workers Compensation Board Policies* will apply while the Employee is on Workers Compensation.

24.2 An Employee prevented from performing their regular work with the Employer on account of an occupational accident that is covered by the *Workers' Compensation Act*, shall receive from the Employer an amount equal to that which would be paid by Workers' Compensation's current rate for a period not to exceed three (3) months. Once regular Workers' Compensation cheques are being received, the Employer's payment shall cease, and Workers' Compensation will be paid directly to the Employee. During the period the Employee is receiving payments from the Town of Taber, they shall assign Workers' Compensation cheques to the Town of Taber.

## **ARTICLE 25 – BENEFITS**

25.1 All Full-time and Part-time Employees shall be entitled to coverage under the following benefit plans. This Article shall not apply to Casual and Seasonal Employees.

- (a) Medical Plan (100% Claim Basis) as per the applicable fee guide as provided by the Benefit Carrier;
- (b) Life Insurance at double the Employee's annual salary, and Accidental Death and Dismemberment;
- (c) Weekly Indemnity (Short-term Disability);
- (d) Long-term disability;
- (e) Vision Care; and
- (f) Dental Plan.

### 25.2 Premiums

- (a) The premiums for all those benefits described in Article 25.1 for Full-time Employees will be paid ninety percent (90%) by the Employer and ten percent (10%) by the Employee, with the exception of Weekly Indemnity which shall be paid one hundred percent (100%) by the Employee.
- (b) The premiums for those benefits described in Article 25.1 for Part-time Employees will be paid on a pro-rated basis according to their hours worked, with the exception of Weekly Indemnity which shall be paid one hundred percent (100%) by the Employee.
- (c) It is agreed that an amount equal to the Weekly Indemnity premium will be distributed evenly across the Employer's portion of the above noted benefits, or such other method as may be agreed to by the Parties.

25.3 The Employer, in consultation with the Union, may investigate alternative benefit carriers provided that the level of benefits does not decrease.

25.4 Every eligible Employee shall participate in the Local Authorities Pension Plan. The Employer and the Employee shall make contributions in accordance with the provisions of the plan.

### 25.5 Health Spending Account

The Health Spending Account is intended to complement an Employee's Group benefit plan by providing flexible choice for managing health-related expenses. Allowable expenses and taxability are determined by *Canada Revenue Agency (CRA)*.

Subject to the terms of the Benefit provider or carrier, the Employer shall provide a health spending account for Full Time Employees in the amount of five hundred dollars (\$500.00) annually; Part-time Employees shall be entitled to the Health Spending Account in the amount of two hundred and fifty dollars (\$250.00) annually.

25.6 Employees on an approved Leave of Absence as per Article 21.1 shall be responsible for one hundred percent (100%) of premiums for the duration of the Leave of Absence.

25.7 Benefit Entitlement for Employees

Casual/Seasonal Employees working in a temporary vacancy or that have a regular schedule and will be for a period of thirty (30) calendar days or more shall be entitled under the same provisions as full-time and part-time employees. (Note: As per the Town of Taber's Benefits Directive there is a three (3) month waiting period for Short Term Disability and a four (4) month waiting period for all other benefits).

25.8 Health and Wellness

The Employer will contribute one hundred and twenty-five dollars (\$125.00) per year to permanent employees as an Employee Wellness Fund on January 1<sup>st</sup> of the Calendar year. This fund will be paid directly to the employees on pay period three (3) of the calendar year. In the event of a new hire after January 1<sup>st</sup>, this benefit will be pro-rated. This fund is considered a taxable benefit and will be reflected as such on the employee's tax documents, The intent of this fund is to provide means for employees to purchase items and services that promote wellness through a holistic approach and through physical fitness.

## **ARTICLE 26 – PAYMENT OF WAGES AND ALLOWANCES**

26.1 Employees' wages and overtime shall be paid in accordance with Schedule A attached hereto and forming part of this Agreement for the period covering the fourteen (14) day period from 12:01 a.m. Thursday midnight to Wednesday inclusive, with pay days falling on a date mutually agreed to by CUPE Local 2038 and the Town of Taber. If such dates are legal Holidays, Employees shall be paid on the last day prior to such legal Holidays.

26.2 Part-time Employees shall receive the conditions of employment and perquisites specified in this Agreement on a full-time equivalent pro-rated basis according to the hours of work unless otherwise specified.

26.3 Seasonal Employees shall receive the wage rates in this Agreement based upon accumulated number of hours, (640 hours equal one season).

26.4 Part-time and Casual Employees shall receive the wage rates in this Agreement based upon an accumulated number of hours as follows:

- (a) 1950 hours equal one (1) year for Part-time and Casual Employees working in a position where a Full-time Employee would work a seven and one-half (7 ½) hour shift;
- (b) 2080 hours equal one (1) year for Part-time and Casual Employees working in a position where a Full-time Employee would work an eight (8) hour shift, as well as Jail Guards;
- (c) 2088 hours equal one (1) year for Employees working in a position where a Full-time Employee would work a twelve (12) hour shift).

## 26.5 Movement in Classifications

Whereas the Employer and the Union recognize the need for a clear process for movement in Classification from Maintenance Operator I and Recreation Operator I to Maintenance Operator II and Recreation Operator II, the Parties agree that such movement shall occur as follows:

### 1. Maintenance Operator I to Maintenance Operator II:

#### (a) Qualifications and Certifications:

- (i) Current Defensive Driving Certificate.
- (ii) Valid Class 3 Operators License with Air Brake Endorsement.
- (iii) Certification in the safe operation of rubber-tired loader, skid steer, aerial lift truck, flag person, chainsaw and tree pruning.
- (iv) Advanced level of Equipment Operator certification (currently available external training programs such as, but not limited to Gateway Safety Training or Grande Prairie College of Technology (e.g., 4-7 days – 1-day class, three-day practical).
- (v) Globally Harmonized System (GHS), Standard First Aid, CPR, AED and Fire Extinguisher training.
- (vi) Alberta Municipal Health & Safety Association (AMHSA) programs including Formal Workplace Inspections, Hazard Assessment, Hazard ID and Control.

(b) Minimum one (1) year of equipment operation/experience.

(c) Satisfactory Performance Evaluations.

### 2. Recreation Operator I to Recreation Operator II:

#### (a) Qualifications and Certifications:

- (i) Current Defensive Driving Certificate.
- (ii) Valid Class 5 Operators License.

- (iii) As deemed necessary by the Supervisor, current pesticide applicator license or current Canadian Playground Safety Institute certification.
  - (iv) Certification in basic tree pruning, Arena Operator II, Park and Sports field Operator II, safe operation of chainsaw, skid steer, and aerial lift truck.
  - (v) Globally Harmonized System (GHS), Standard First Aid, CPR, AED and Fire Extinguisher training.
  - (vi) Alberta Municipal Health & Safety Association (AMHSA) programs including Formal Workplace Inspections, Hazard Assessment and Hazard ID and Control.
- (b) Minimum one (1) year experience in Recreation facility operations.
  - (c) Satisfactory Performance Evaluations.

## 26.6 Next Step Progression

Whereas the Employer and the Union recognize Schedule A requires a process to allow Employees to move from one Step to the next Step on the wage grid. Full-time Employees may proceed to the next Step progression based on their classification position date.

Part-time, Casual, Seasonal and Temporary Employees may proceed to the next Step progression when the Employee accumulates Full-time equivalency. Hours shall be calculated using the Classification position regular base hours.

When an Employee is off work for more than seventeen (17) consecutive weeks, anniversary accrual will be deferred until the Employee returns and a new anniversary step date will be established based on the number of weeks the Employee was away.

Movement on the wage grid will be consistently administered as identified above. However, should an Employee be disciplined in the subject year they might not proceed to the next Step on the wage grid on their position date but will be re-evaluated no later than the next position date.

In addition, the Labour/Management Committee will assist the Employer in developing a performance evaluation system that is fair and equitable which will provide opportunities to develop specific goals based on the Employer's strategic plan.

The Performance Review process should enable the Employee to:

- Increase the Employee's performance and recognize the Employee meets the Employer's expectations.
- Identify career goals and develop skills for the Employee.
- Have an opportunity for input and/or for exchange of information between the Supervisor and the Employee.

- Understand the Employee's role in the organization.

The Performance Review process should enable the Supervisor to:

- Manage performance rather than react to performance.
- Make personnel decisions in a fair and equitable manner.
- Gain new information and ideas from your staff.

While the performance review will not be a factor in determining an Employee's position on the wage grid, it shall be a factor when filling vacancies, determining promotions and the re-allocation of positions within the organization.

#### 26.7 Assuming Another Classification

- (a) A Relief Assignment in this Article shall mean when an Employee is assigned to fill a position that has been made temporarily vacant.
- (b) A Senior Employee, with the qualifications to perform the work required to fill a Relief Assignment shall be paid the rate of pay for that classification in which they are relieving, provided that the Relief Assignment is for at least a full shift. Any Employee required to assume the duties of a classification for which a lower wage has been established shall continue to be paid at the rate established for the classification under which they are listed on the payroll.
- (c) If an Employee in their present classification is unable to fulfill the requirements of their position because of medical or other extenuating circumstances, they may be assigned to a lesser position at the applicable rate in discussion with the Labour/Management Committee.
- (d) The Senior Employee having the qualifications to perform the work shall be given first opportunity to fill in a Relief Assignment in a position outside the bargaining unit. The Employee shall continue to receive all provisions of the Collective Agreement and will receive a supplementary premium of a minimum of one dollar (\$1.00) per hour, to be effective for all hours worked, after one (1) day or more in the position.

#### On-The-Job Training

- (a) The Town of Taber will endeavor to institute a system of on-the-job training with the intent and purpose that every Employee is given an opportunity of making themselves more qualified.
- (b) The Employer shall pay the cost of any job-related training courses that are required by the Employer to keep up the Employee's certification at the level required by the Town of Taber.

- (c) For Communication Operators only, a premium of one dollar (\$1.00) per hour will be paid to an Employee for the hours when they are assigned to train another Employee(s) about their duties and skills. The training periods during which the premium is paid will be based on times and requirements developed by the Employer.
- (d) Lifeguards will be paid for all hours worked to complete their Physical Standards. Payment for Physical Standards will be on the pay period following completion. Lifeguards will be required to complete Physical Standards.
- (e) A First Aid Instructor rate of pay increase of two dollars and fifty cents (\$2.50) per hour.

#### 26.9 Changes in classifications

When the duties in any classification are changed or where the Union and/or the Employer is of the opinion that a position is unfairly or incorrectly classified it shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on reclassification and/or rate of pay of the job in question, the rate of wages shall be determined by an Arbitrator and such decision shall be binding on both parties. For the creation of a new position during the life of this contract, please see Article 15.9 Notice of Wage Rates.

#### 26.10 Shift Differential/Weekend Premiums

Both Parties agree that the shift differentials listed in this Article shall not be stacked.

- (a) All Employees shall be paid the following:
  - (i) Shift Premiums from 5:00 p.m. to 8:00 a.m. one dollar and fifty cents (\$1.50) per hour.
  - (ii) Weekend Premiums from Saturday 12:00 a.m. to Sunday at 11:59 p.m. shall be paid at two dollars and twenty-five cents (\$2.25) per hour.
  - (iii) On-call Premiums shall be paid at four dollars (\$4.00) per hour.
- (b) Shift differential premium does not apply to weekends.
- (c) A Shift Differential of one dollar (\$1.50) per hour will be paid for every hour worked from 5:00 p.m. to 8:00 a.m., except as affected by seasonally adjusted hours of the Engineering, Public Works, Recreation, and Facility Management staff under Article 17.1(d) and 17.2(n).
- (d) Shift Differential shall be applied only on employment at regular rates of pay, and therefore will not be applied to employment at Overtime and Call Back rates of pay, or for meeting times attended as per Articles 18.10 and 18.11 of this Agreement.
- (e) Shift Differential shall not be paid on meetings attended, training programs provided, and conferences attended.

- (f) In instances where more than one (1) premium is provided for work performed, an employee shall only be paid the highest single applicable premium. Under no circumstances shall a premium be compounded by the application of another premium in determining the rate of pay to be paid to an Employee.

#### 26.11 On-Call

- (a) A qualified Employee may volunteer to be On-Call. If no qualified Employee volunteers to be On-Call, Management shall reserve the right to appoint an Employee On-Call for not more than one consecutive week. Further, Management shall also be allowed to take On-Call responsibilities to ensure that operational requirements are met:
  - (i) Employees who are required to be On-Call, outside of normal working hours, shall be paid four dollars (\$4.00) for each hour designated as On-Call.
- (b) It is recognized that the provisions of Article 18.5 shall be applied should any of the Employees On-Call be called in to work within the On-Call period, not including normal hours of work.
  - (i) For Jail Guards the On-Call rate will be paid to the Jail Guard for hours that they are timed-out (i.e., the Jail Guard has worked twelve (12) hours in any twenty-four (24) hour period).
- (c) Employees shall be allowed to exchange On-Call shifts provided that prior to the exchange:
  - (i) The shift change is agreed between the two Employees in writing and signed by both Employees;
  - (ii) Every effort has been made to ensure that the shift change is approved by the Supervisor; and
  - (iii) Such approval will not be unreasonably withheld.

#### 26.12 Pyramiding of Premiums

In instances where more than one (1) premium is provided for work performed, a member shall only be paid the highest single applicable premium. Under no circumstances shall a premium be compounded by the application of another premium in determining the rate of pay to be paid to a member.

#### 26.13 Clothing Supplied

- (a) Engineering and Public Works and Recreation Staff
  - (i) All Full-time or Part-time Employees in the Engineering and Public Works Department, and Recreation Departments will be issued up to two (2) sets of regular coveralls and up to two (2) sets of insulated coveralls. The Town of Taber will be responsible for the cost of the laundering, repair and replacement of coveralls.



- (ii) All Full-time or Part-time Employees in the Recreation Department will be supplied with one (1) Town of Taber jacket, which will be replaced as required.

(b) Aquafun Centre Staff

- (i) Aquafun Centre Staff upon hiring will be supplied with an initial issue of two (2) uniforms consisting of shorts and T-Shirts.
- (ii) The Employer will provide an annual contribution of two hundred dollars (\$200.00) for the acquisition of swimsuits, sweatshirts, rash guards, and non-slip deck shoes upon presentation of original receipts. Should an Employee not pass probation and the Employee received reimbursement, the Employer will deduct the amount that was reimbursed from the last pay cheque owed to the Employee.
- (iii) Supplied clothing (shorts and T-shirts) will be replaced on an as needed basis at the cost of the Employer when the worn-out article is returned to the Employer.
- (iv) Employees will be responsible to launder, repair and keep the clothing clean.
- (v) It is understood that supplied clothing will only be worn while undertaking duties for the Town of Taber.

26.14 Tools and Equipment Supplied

- (a) The Employer shall supply tools and equipment required by Employees for their duties with approval by the Department Head or designate. Replacement tools will be provided when the worn or broken equipment is returned, or reasons are provided.
- (b) Direct Responsibility Charge (DRC)  
An Employee assigned, by the Town of Taber, to Direct Responsibility Charge of the Water or Wastewater Treatment Plant or Water Distribution or Wastewater Collection shall have their time coded as "Direct Responsibility Charge" for the purpose of reporting to Alberta Environment.

**ARTICLE 27 – SAFETY AND HEALTH**

- 27.1 The Employer acknowledges its responsibility to observe all reasonable precautions for the safety, health, and sanitation of its Employees during working hours and shall supply such equipment as is necessary for this purpose.
- 27.2 The Union acknowledges its responsibility and that of its members to co-operate in the maintenance of safe working practices and conditions and in the observance of rules in this regard.
- 27.3 The Employer will make every reasonable effort to ensure that Employees are not required to work under unsafe conditions. Complaints in this regard will be brought to the attention of the Employee's immediate Supervisor who will take appropriate action. If the Employee is not satisfied with the actions of the Supervisor, they will have the opportunity to proceed through the grievance process.

27.4 The Employer will supply protective clothing and equipment as required under the *Alberta Occupational Health and Safety Act*.

27.5 The Town of Taber will provide an annual payment of up to one hundred and twenty-five dollars (\$125.00) upon receipt towards the purchase of CSA approved safety footwear to each Employee who is required to wear such footwear. An Employee shall have the option of receiving two hundred and fifty dollars (\$250.00) every two (2) years upon presentation of a receipt. Should an Employee not pass probation and the Employee has in fact received the allowance, the Employer will deduct the allowance amount from the last pay cheque owed to the Employee.

(a) Safety Boot Subsidy (Water/Wastewater)

Where the conditions of employment demand or require the use of CSA approved safety boots or shoes, Employees shall receive a subsidy to a maximum of three hundred dollars (\$300.00) every calendar year.

The Safety Boot Subsidy includes the following:

- (i) An Employee who is eligible to purchase a pair of safety boots based on their job requirements. The purchase price of the boots.
- (ii) One hundred percent (100%) of the cost of boot liners or insoles.
- (iii) One hundred percent (100%) of the cost of boot resoling or repairs

Eligibility for the Safety Boot Subsidy is on the following basis:

- (i) Operational requirements must justify all safety boot purchases. Boot repairs and subsequent purchases must be justified by fair wear and tear and/or just cause.
- (ii) A new Employee who is required to purchase Safety Boots prior to commencing their employment with the Town of Taber can submit their original receipt from their Safety Boot purchase to their Management Supervisor. After the new Employee has completed thirty (30) days of continuous employment with the Town of Taber they will be eligible to receive reimbursement as outlined in this Article.
- (iii) An original receipt detailing the safety boot purchase or repair must be provided for reimbursement.

It is understood that the Management Supervisor is responsible to review and approve all requests for Safety Boot Subsidy liners, insoles, and boot repairs.

## 27.6 (a) Protective Clothing

The following items of protective clothing will be provided to all Permanent Employees on an as needed/as required basis and will be replaced when an Employee demonstrates fair wear and tear:

- Ear Protection
- Safety Glasses
- Insulated Winter (Safety Toed) Rubber Boots
- Hard Hats and Liners
- Rubber boots
- Leather Gloves
- Rubber Gloves
- Safety Vests
- Rain Suits
- Smocks (for Laboratory Work)
- Winter Jacket
- Summer Coveralls or Summer Bib Overalls
- Winter Insulated Coveralls

## (b) Prescription Safety Glasses

All Full-time Employees, who are required to wear prescription safety glasses on a daily basis, are eligible for an allowance of up to three hundred dollars (\$300.00) every second year for the purchase of prescription safety glasses through the *Alberta Optometrist Eyesafe Program*. Should an Employee not pass probation and the Employee has in fact received the reimbursement allowance, the Employer will deduct the reimbursement allowance amount from the last pay cheque owed to the Employee.

## 27.7 Pool Staff

All Employees required to work with hazards will be provided with the following at no cost to the Employee:

- First Aid Fanny Pack (must include CPR Barrier Mask with valve, gloves, and bandages)
- Respirator Mask with filters
- Eye protection
- Rubber gloves
- Work gloves
- Coveralls when necessary
- All personal protective equipment must meet CSA standards.
- Emergency cell phone

- 27.8 The Employer will provide additional Personal Protective Equipment (PPE) during a public health emergency, alert, or outbreak when additional Personal Protective Equipment (PPE) is recommended or required.

## **ARTICLE 28 - LEAVE FOR CITIZENSHIP CEREMONY**

- 28.1 An Employee who has been employed for at least ninety (90) days is entitled to up to one-half (1/2) day of paid leave to attend a citizenship ceremony to receive a certificate of citizenship as provided for under the *Citizenship Act (Canada)*.
- 28.2 Before taking a Leave for Citizenship Ceremony, the Employee must give the Employer as much notice as is reasonable and practicable in the circumstances.

## **ARTICLE 29 – LAYOFF, REHIRING, DISCIPLINE AND DISMISSAL**

### **29.1 Layoff Defined**

A layoff shall be defined as a reduction in the workforce or a reduction in an Employee's regular hours of work, as defined in this Collective Agreement. The Employer shall not permanently replace Full-time positions with two (2) or more Part-time positions due to layoffs. The Employer shall not permanently replace Full-time or Part-time positions with one (1) or more Casual positions due to layoffs.

In any case, the Employer agrees to make every reasonable effort to avoid reductions in force, reductions in hours, and/or job elimination.

## **ARTICLE 30 – RESTRICTIONS ON CONTRACTING OUT**

There will be no layoffs due to contracting out of work or services presently performed by the Employees.

Notwithstanding the above, in the event the Employer plans to contract out work that would result in the layoff of members of the bargaining unit the Employer agrees to consult with the Union four (4) months in advance.

## **ARTICLE 31 – GENERAL**

- 31.1 Wherever the singular is used in this Agreement, it shall be considered as if the plural has been used where the context of the Party or Parties hereto so required.
- 31.2 The Employer and the Union agree on the principle of equal pay for work of equal value.
- 31.3 The term "Day" being used in this Agreement shall exclude Saturdays, Sundays and Holidays.

31.4 Defining Year

- (a) For the purposes of the Collective Agreement, it shall be based upon the calendar year, January 1 to December 31 of each year during the term.
- (b) For wages, benefits and other monetary adjustments that become effective during the year, they shall be calculated from the first day of the pay period in which they become effective.

31.5 This Agreement does not apply to person(s) who may volunteer for the Town of Taber provided that such volunteering does not replace a position(s) within the bargaining unit.

**ARTICLE 32 – BULLETIN BOARD**

- 32.1 The Employer agrees to the posting of Union Notices on bulletin boards for Bargaining Unit Employees. Such notices shall relate to appointments, meetings, elections and conventions of the Union and Union Social and Recreational affairs.
- 32.2 The Employer agrees the Union Executive members may access the Town of Taber email system for the purpose of sending Union notices and meeting dates to CUPE members and the CUPE National Representative.

**ARTICLE 33 – NOTICES**

- 33.1 Each Employee shall keep the Town of Taber informed of their current address, telephone number and email address (if applicable).
- 33.2 All communications between the Parties shall be addressed to:
  - (a) The President and Secretary of CUPE Local 2038, and the CUPE National Representative;
  - (b) The Chief Administrative Officer or their designate;
- 33.3 If the communication between the Parties relates to issues that have specified timelines requiring action with this Agreement, such as issues regarding grievances, the communication shall be sent by first class mail or hand delivered in paper form.
- 33.4 For mailing purposes, the addresses for the Parties shall be as follows:

CUPE President or Secretary  
CUPE Local 2038  
P.O. Box 4816  
Taber, AB T1G 2E1

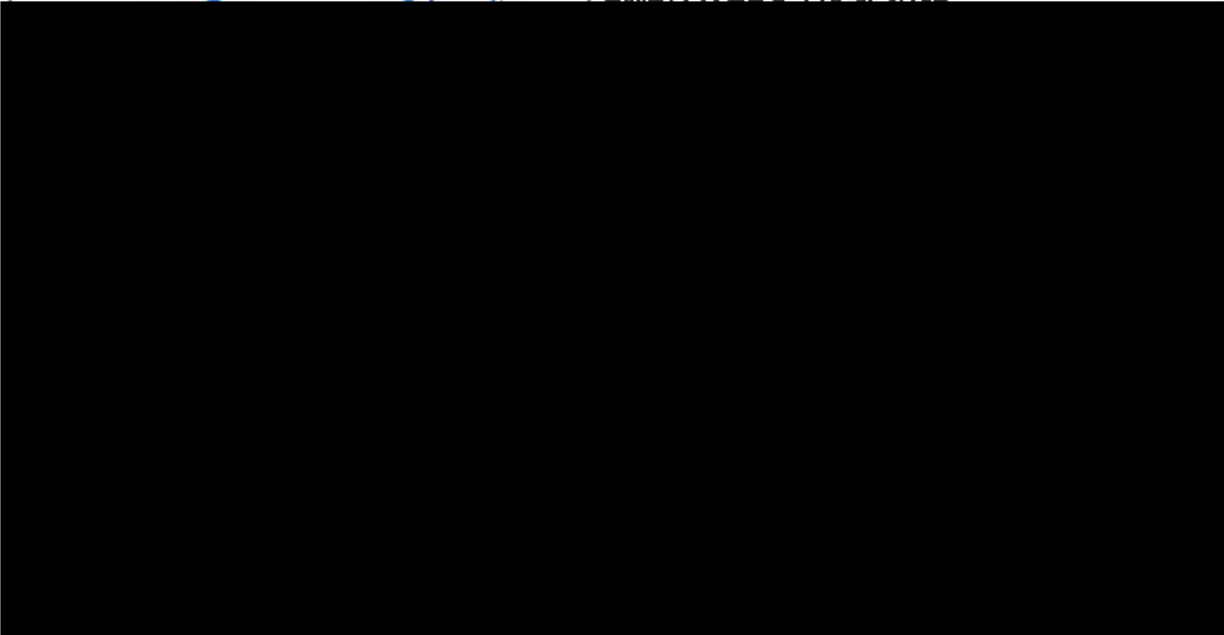
CUPE National Representative  
Lethbridge Area Office  
102, 3305 18<sup>th</sup> Avenue North  
Lethbridge, AB T1H 5S1

Chief Administrative Officer  
Town of Taber  
A-4900 50<sup>th</sup> Street  
Taber, AB T1G 1T1

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The undersigned hereby certify that the foregoing Collective Agreement sets forth properly,  
the terms and conditions agreed upon in negotiations.

Signed this 27<sup>th</sup> day of SEPTEMBER 2023.

On behalf of TOWN OF TABER	On behalf of CANADIAN UNION OF PUBLIC EMPLOYEES Local 2038
	

## SCHEDULE A – WAGES

January 1, 2022 – December 31, 2022					
CLASSIFICATION	START	STEP 1 >1 Year	STEP 2 >3 Years	STEP 3 >5 Years	STEP 4 >7 Years
Administrative Assistant	30.79	31.25	31.72	32.20	32.68
Bylaw Officer	29.41	29.85	30.30	30.75	31.21
Cashier	18.41	18.69	18.97	19.25	19.54
Casual Recreation Assistant	19.26	19.55	19.84	20.14	20.44
Clerk Typist I	25.96	26.35	26.74	27.15	27.55
Clerk Typist II	27.65	28.06	28.49	28.91	29.35
Communications Operator I	35.95	36.49	37.04	37.59	38.16
Custodian	23.89	24.25	24.61	24.98	25.36
Development Officer	32.78	33.27	33.77	34.28	34.79
Engineering Technologist	30.93	31.39	31.86	32.34	32.83
Executive Assistant: Administrative Services	33.00	33.50	34.00	34.51	35.02
Facility Maintenance Operator	27.09	27.50	27.91	28.33	28.75
Facility Maintenance Coordinator	36.05	36.59	37.14	37.70	38.26
Facility Maintenance Journeyperson	32.93	33.42	33.93	34.43	34.95
Fire Prevention Officer	31.58	32.05	32.53	33.02	33.52
Health & Safety Coordinator	32.87	33.36	33.86	34.37	34.89
Head Lifeguard	28.15	28.57	29.00	29.44	29.88
Help Desk Support Analyst	27.38	27.79	28.21	28.63	29.06
IT Security Analyst	33.50	34.00	34.51	35.03	35.56
IT System Analyst	33.50	34.00	34.51	35.03	35.56
Jail Guard	20.89	21.20	21.52	21.84	22.17
Landfill Scale Operator	27.65	28.06	28.49	28.91	29.35
Lifeguard/Instructor I	20.50	20.81	21.12	21.44	21.76
Lifeguard/Instructor II	23.87	24.23	24.59	24.96	25.33
Maintenance Operator I	27.09	27.50	27.91	28.33	28.75
Maintenance Operator II	29.41	29.85	30.30	30.75	31.21
Maintenance Operator Lead	31.46	31.93	32.41	32.90	33.39
Master Electrician	45.12	45.80	46.48	47.18	47.89
Mechanic	39.05	39.64	40.23	40.83	41.45
Planner	34.49	35.01	35.53	36.07	36.61
Planning Assistant	32.78	33.27	33.77	34.28	34.79
Planning Officer	32.78	33.27	33.77	34.28	34.79
Pool Operator	28.79	29.22	29.66	30.11	30.56
Pool Programmer/Operator	32.80	33.29	33.79	34.30	34.81
Public Works Foreman	37.53	38.09	38.66	39.24	39.83
Public Works Foreman - Water/Wastewater Certified	41.76	42.39	43.02	43.67	44.32
Recreation Operator I	27.09	27.50	27.91	28.33	28.75

Recreation Operator II	29.41	29.85	30.30	30.75	31.21
Recreation Operator Lead	31.46	31.93	32.41	32.90	33.39
Seasonal Level I (First Season)	17.96				
Seasonal Level II (Second Season)	19.32				
Seasonal Level III (Third Season)	20.89				
Water/Wastewater Classifications	A	B	C	D	
Spread between Steps (EXCEPT as noted in Comments)	2.00%				
	3.00%				
Operator Non-Certified *(Class 4000 refer to Notes 1 and 2)				27.09	
Operator (1-4 pts) *(Class 4009 refer to Notes 1)	31.33	31.93	32.58	33.22	
Operator (5-8 pts)	33.89	34.57	35.27	36.51	
Operator (9-10 pts)			37.77	39.09	
Operator Lead Hand *(Class 4004 refer to Notes 1)				41.11	
Water Treatment Foreman - Certified Engineering Technologist (CET)				50.75	

\*Notes 1 and 2: refer to Appendix I – Schedule A Notes:

January 1, 2023 – December 31, 2023					
CLASSIFICATION	START	STEP 1 >1 Year	STEP 2 >3 Years	STEP 3 >5 Years	STEP 4 >7 Years
Administrative Assistant	31.87	32.35	32.83	33.33	33.83
Assistant Head Lifeguard	25.20	25.58	25.96	26.35	26.75
Bylaw Officer	30.44	30.90	31.36	31.83	32.31
Cashier	19.06	19.35	19.64	19.93	20.23
Casual Recreation Assistant	19.94	20.24	20.54	20.85	21.16
Clerk Typist I	26.87	27.27	27.68	28.10	28.52
Clerk Typist II	28.62	29.05	29.49	29.93	30.38
Communications Operator I	37.21	37.77	38.33	38.91	39.49
Custodian	24.73	25.10	25.48	25.86	26.25
Development Officer	33.93	34.44	34.96	35.48	36.01
Engineering Technologist	32.02	32.50	32.99	33.48	33.98
Executive Assistant: Administrative Services	34.16	34.67	35.19	35.72	36.26
Facility Maintenance Operator	28.04	28.46	28.89	29.32	29.76
Facility Maintenance Coordinator	37.32	37.88	38.45	39.02	39.61
Facility Maintenance Journeyperson	34.09	34.60	35.12	35.65	36.18
Fire Prevention Officer	32.69	33.18	33.68	34.18	34.70
Health & Safety Coordinator	34.03	34.54	35.06	35.58	36.12
Head Custodian	27.23	27.64	28.05	28.47	28.90
Head Lifeguard	29.14	29.58	30.02	30.47	30.93
Help Desk Support Analyst	28.34	28.77	29.20	29.63	30.08
IT Security Analyst	34.68	35.20	35.73	36.26	36.81



IT System Analyst	34.68	35.20	35.73	36.26	36.81
Jail Guard	21.63	21.95	22.28	22.62	22.96
Landfill Scale Operator	28.62	29.05	29.49	29.93	30.38
Lifeguard/Instructor I	21.22	21.54	21.86	22.19	22.52
Lifeguard/Instructor II	24.71	25.08	25.46	25.84	26.23
Maintenance Operator I	28.04	28.46	28.89	29.32	29.76
Maintenance Operator II	30.44	30.90	31.36	31.83	32.31
Maintenance Operator Lead	32.57	33.06	33.55	34.06	34.57
Master Electrician	46.70	47.40	48.11	48.83	49.57
Mechanic	40.42	41.03	41.64	42.27	42.90
Planner	35.70	36.24	36.78	37.33	37.89
Planning Assistant	33.93	34.44	34.96	35.48	36.01
Planning Officer	33.93	34.44	34.96	35.48	36.01
Pool Operator	29.80	30.25	30.70	31.16	31.63
Pool Programmer/Operator	33.95	34.46	34.98	35.50	36.03
Public Works Foreman	38.85	39.43	40.02	40.62	41.23
Public Works Foreman - Water/Wastewater Certified	43.23	43.88	44.54	45.20	45.88
Recreation Operator I	28.04	28.46	28.89	29.32	29.76
Recreation Operator II	30.44	30.90	31.36	31.83	32.31
Recreation Operator Lead	32.57	33.06	33.55	34.06	34.57
Victim Services Case Worker	28.00	28.42	28.85	29.28	29.72
Victim Services Case Worker Lead	26.00	26.39	26.79	27.19	27.60
Seasonal Level I (First Season)	18.59				
Seasonal Level II (Second Season)	20.00				
Seasonal Level III (Third Season)	21.63				
Subdivision and Development Officer	31.82	32.29	32.78	33.27	33.77
<b>Water/Wastewater Classifications</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	
Spread between Steps (EXCEPT as noted in Comments)	2.00%				
	3.50%				
Operator Non-Certified *(Class 4000 refer to Notes 1 and 2)				28.04	
Operator (1-4 pts) *(Class 4009 refer to Note 1)	32.43	33.06	33.73	34.39	
Operator (5-8 pts)	35.08	35.78	36.51	37.79	
Operator (9-10 pts)			39.09	40.46	
Operator Lead Hand *(Class 4004 refer to Note 1)				42.55	
Water Treatment Foreman - Certified Engineering Technologist (CET)				52.53	

Notes 1 and 2: refer to Appendix I – Schedule A Notes:

**APPENDIX I – Schedule A Notes:**

The following matrix of classifications and respective point requirements shall be used to determine each Employee's position classification. The Town of Taber's intention is to train Employees to encourage multi-skilling and cross-functional competencies. The goal being to have a more diversified and qualified workforce.

Class Code	Classification	A	B	C	D
4000 <sup>Notes 1 &amp; 2*</sup>	Operator Non-Certified (0 pts)				0 points
4009 <sup>Note 1*</sup>	Operator (1-4 pts)	1 point	2 points	3 points	4 points
	Operator (5-8 pts)	5 points	6 points	7 points	8 points
	Operator (9-10 pts)			9 points	10 points
4004 <sup>Note 1*</sup>	Operator Lead Hand				Job Rate
	Water Treatment Foreman				Job Rate
	Water Treatment Foreman (CET)				Job Rate

**Note 1: Water Operator Classification (Class Codes 4009, 4004)**

Eligible qualifications for points:

- One point for each Alberta Environment Compliance (AEC) Certification Operations Level (Levels 1 to IV) in each discipline of Water Treatment, Water Distribution, Wastewater Collection and Wastewater Treatment;
- The Town of Taber will pay an Employee achieving the Level III AEC Certification in each discipline of Water Treatment, Water Distribution, Wastewater Collection and Wastewater Treatment, a one-time only lump sum payment of \$500.00.
- The Town of Taber will pay an Employee achieving the Level IV AEC Certification in each discipline of Water Treatment, Water Distribution, Wastewater Collection and Wastewater Treatment, a one-time-only lump sum payment of \$1000.00.
- One point for each Town of Taber recognized training course as determined by the Town of Taber on a case-by-case basis.

Employees must be prepared to use all Levels of qualification when required by the Town of Taber to do so and must demonstrate use of each qualification during each year.

In accordance with the Alberta Environment Compliance (AEC) Certification process, all Employees with AEC Certification will be required to maintain their existing Levels of Certification in accordance with Alberta Environment's process. If an Employee fails to maintain their AEC certifications, the Employee's points and pay will be reviewed and adjusted accordingly.

**Note 2: Operator (Non-Certified – 0 Points)**

- Permanent Employees hired into the Operator (non-certified) classification will be allowed up to four (4) years to obtain at least four (4) qualification points to continue employment; with at least one certification of Level II in any of the four disciplines.
- Classification may be used for students within the water and wastewater fields of study for work experience/internship programs. Students engaged in these programs will be hired on a temporary basis for the term of their work experience with the intention that they will be returning to school.

**Letter of Understanding #1 – Alberta Health Care Premiums**

Between

TOWN OF TABER

- AND -

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 2038

RE: Alberta Health Care Premiums

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Whereas the Employer and the Union recognize if the Alberta Provincial Government reintroduces Alberta Health Care Premiums the following shall occur:

Alberta Health Care Premiums:

The Alberta Health Care Premiums for Full-time Employees will be paid eighty percent (80%) by the Employer and twenty percent (20%) by the Employee.

The Alberta Health Care Premiums for Part-time Employees will be paid on a pro-rated basis according to their hours worked.

Signed this 27<sup>TH</sup> day of SEPTEMBER 2023.

ON BEHALF OF Town of Taber	SIGNED ON BEHALF OF Canadian Union of Public Employees, Local 2038
	

**Letter of Understanding #2 – Training and Information Sessions**

Between

TOWN OF TABER

- AND -

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 2038


RE: Training and Information Sessions

---

The Union and the Employer recognize the need to determine the difference between information sessions and meetings as per Articles 18.12 and 18.13 of the collective agreement.

The Employer and the Union shall meet no later than one hundred twenty (120) days after ratification of this agreement. To develop a definition of information session and meetings.

Signed this 27<sup>TH</sup> day of SEPTEMBER 2023.

ON BEHALF OF Town of Taber	SIGNED ON BEHALF OF Canadian Union of Public Employees, Local 2038
	

**Letter of Understanding #3 – Water/Wastewater Classifications Schedule A – Wages**

Between

TOWN OF TABER

- AND -

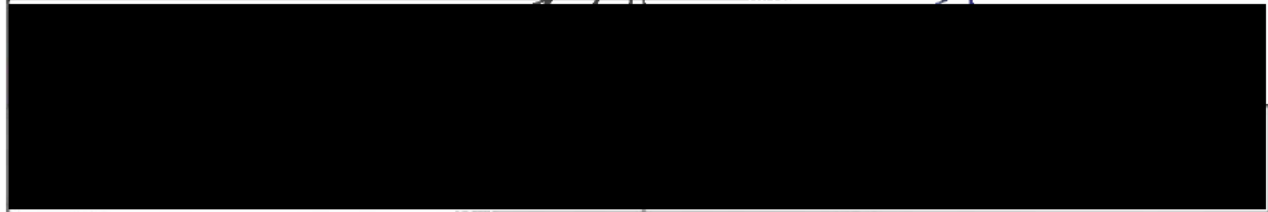
CANADIAN UNION OF PUBLIC EMPLOYEES, Local 2038

RE: Water/Wastewater Classifications Schedule A - Wages

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Both Parties agree that going forward for classification Operator Non-Certified (0 pts) the wage rate shall reflect the starting wage of a Maintenance Operator I. In 2022 the starting wage for an Operator Non-Certified in Water/Wastewater shall be \$27.09 per hour and in 2023 it shall be \$28.04. Upon receiving a pass on certification exams, the Employee shall follow the outlined Schedule A for Water/Wastewater Classifications.

Signed this 27<sup>TH</sup> day of SEPTEMBER 2023.

ON BEHALF OF Town of Taber	SIGNED ON BEHALF OF Canadian Union of Public Employees, Local 2038
	

## **Letter of Understanding #4 – Temporary Work Interruption and Recall: COVID-19**

Between

TOWN OF TABER

- AND -

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 2038

RE: Temporary Work Interruption and Recall: COVID-19

---

In relation to facility closures in the Town of Taber as a result of the COVID-19 Pandemic the following outlines a temporary work interruption and recall agreement between both parties.

### **General Guidelines**

- The Collective Agreement Clause 17.1 and 17.4 Layoffs and Recalls and Collective Agreement Clause 19.16 Vacations shall not apply to the COVID-19 Pandemic situation and the following shall be deemed new language and apply up to the expiry date of this letter.
- The language in Letter of Understanding "#4" shall expire at the end of the term of this agreement or when the next collective agreement is ratified. Any extension or reduction of the expiry date of the Letter of Understanding "#4" will be mutually agreed upon by both parties.

### **Temporary Work Interruption and Recall**

- In the event an Employee is placed on a temporary work interruption the Employer shall, in writing, notify all Employees who are to be placed on a temporary work interruption ten (10) working days before the temporary work interruption is to be effective or be compensated as such.
- When the Employer recalls Employees who have been placed on a temporary work interruption the Employer shall make every effort to notify (in writing), the Employees being recalled to work ten (10) working days before the Employees are to return to work.

### **Benefits**

- Permanent Full Time Employees will continue to receive benefits for the duration of the temporary work interruption period. On a bi-weekly basis coinciding with regular pay days the Employer will send an invoice for the Employees' portion of the benefits. In order to keep the benefits in good standing arrangements for payments will be made with the employer.

### **Sick Time**

- Permanent Full Time Employees will not be expected to use sick hours during the temporary work interruption. Employees shall retain their sick hours in their bank as of the day of temporary work interruption. Sick time hours will not accrue during the temporary work interruption.

**Vacation**

- Permanent Full Time Employees will not be expected to use vacation hours during the temporary work interruption. There will be no loss in vacation hours to the Permanent Full Time Employees bank. Vacation hours will not accrue for the duration of the temporary work interruption.

**Vacation/Other Bank**

- If the Employee requests Vacation or Overtime banks be paid out and it is approved by their Director, these bank payouts are not pensionable.

**Local Authorities Pension Plan (LAPP)**


- A Designated Temporary Layoff - Leave of Absence Without Salary (LWOS) work interruption shall result in continuation of active participation in LAPP, but deductions for LAPP will not occur during the temporary work interruption period. The temporary work interruption period will result in a gap in employees' pensionable service and will be categorized as a "designated temporary work interruption period" under the LAPP policy. Pensionable Services will be eligible to be bought back on an actuarial reserve cost basis by the employee for the employee portion of the premiums. This may be requested after returning to work. All LAPP processes will be in accordance with the Public Sector Pension Plan Act and LAPP policies and procedures.

All other provisions of the Collective Agreement will continue to apply except as outlined in this Letter of Understanding.

This Letter of Understanding will not apply to employees who are in any of the following circumstances:

- The employee is permanently laid off; or
- The employee is terminated with cause.

Signed this 27<sup>TH</sup> day of SEPTEMBER 2023.

ON BEHALF OF Town of Taber	SIGNED ON BEHALF OF Canadian Union of Public Employees, Local 2038
	

**Letter of Understanding #5 – Schedule Changes Due to COVID-19**

Between

TOWN OF TABER

- AND -

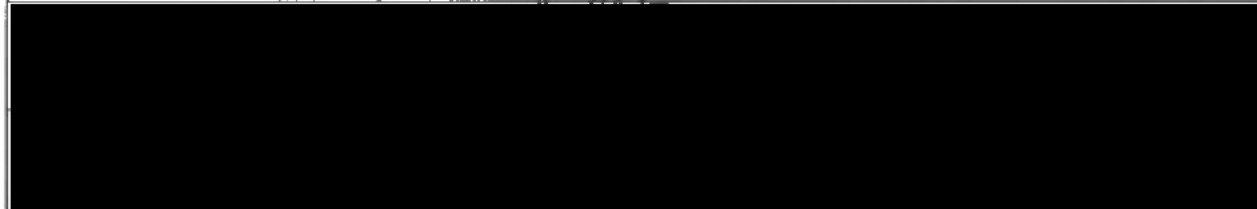
CANADIAN UNION OF PUBLIC EMPLOYEES, Local 2038

**RE: Schedule Changes Due to COVID-19**

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Both the Town of Taber and the Canadian Union of Public Employees recognize COVID-19 as an "event" as referred to in Article 17.2(j). When Government of Alberta dictate changes affecting Town of Taber operations due to COVID-19 the Employer may change the schedule with seventy-two hours' notice effective March 11, 2021.

Signed this 27<sup>th</sup> day of SEPTEMBER 2023.

<b>ON BEHALF OF Town of Taber</b>	<b>SIGNED ON BEHALF OF Canadian Union of Public Employees, Local 2038</b>
	



## Letter of Understanding #6 – Compassionate Care Leave

Between

TOWN OF TABER

- AND -

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 2038

### RE: Compassionate Care Leave

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The Town of Taber recognizes Alberta Employment Standards Compassionate Care Leave Legislation.

As per <i>Alberta Employment Standards Code</i>	Division 7.2
	Compassionate Care Leave
53.9	Compassionate Care Leave
53.91	Termination of employment
53.92	Notice to return to work
58.93	Suspension of operations
53.94	Leave and vacation conflict

If an Employee qualifies for Compassionate Care Leave under the Alberta Compassionate Care Leave legislation rules and eligibility, the Town of Taber recognizes this as a legislated leave and is obligated to uphold all the Employer requirements. **This is an unpaid leave, the Employee will be issued a ROE and may be receiving Employment Insurance if they qualify.**


Under current legislation employees qualify to apply for compassionate leave if:

1. Employee has been employed at least 90 days with the same Employer.
2. Employers must grant compassionate care leave to eligible Employees and give them their same, or equivalent job back after they return to work.
3. Employees on compassionate care leave are considered to be continuously employed, for the purposes of calculating years of service.
4. Employee must give the Employer a medical certificate issued by a nurse practitioner or physician.
5. Employee must give Employer written notice at least two weeks before start of leave and include estimated date of Employees return to work. However, less than 2 weeks' may be given where 2 weeks isn't possible.
6. Employees must give their Employers at least one week's notice return to work unless the Employee and Employer agree otherwise.

The Employee/Employer are responsible to ensure they understand the entire Compassionate Care Leave legislation by visiting <https://www.alberta.ca/compassionate-care-leave.aspx> as they may change from time to time.

Employees "qualifying" for Compassionate Care Leave as per the *Alberta Employment Standards Code* will be responsible for their 10% share Sun Life Premiums while on leave and may suspend or continue their LAPP contributions.

Signed this 27<sup>TH</sup> day of SEPTEMBER 2023.

<b>ON BEHALF OF Town of Taber</b>	<b>SIGNED ON BEHALF OF Canadian Union of Public Employees, Local 2038</b>
	

**Letter of Understanding #7 – Assistant Head Lifeguard**

Between

TOWN OF TABER

- AND -

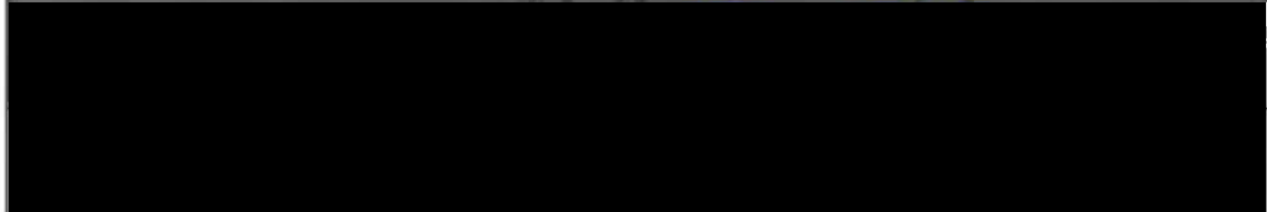
CANADIAN UNION OF PUBLIC EMPLOYEES, Local 2038

Re: Assistant Head Lifeguard

The current CUPE contract Schedule A is hereby amended to include the "Assistant Head Lifeguard" classification salary grid. The following rates of pay will apply to the Assistant Head Lifeguard Position effective June 1<sup>st</sup>, 2023:

2023					
Start	Step 1	Step 2	Step 3	Step 4	
	>1 year	>3 years	>5 years	>7 years	
25.20	25.58	25.96	26.35	26.75	

Signed this 27<sup>th</sup> day of SEPTEMBER 2023.

ON BEHALF OF Town of Taber	SIGNED ON BEHALF OF Canadian Union of Public Employees, Local 2038
	

**Letter of Understanding #8 – Victim Services Caseworker – Lead Hand**

Between

TOWN OF TABER

- AND -

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 2038

Re: Victim Services Caseworker – Lead Hand

The current CUPE contract Schedule A is hereby amended to include the " Victim Services Caseworker – Lead Hand " classification salary grid. The following rates of pay will apply to the Victim Services Caseworker – Lead Hand Position effective June 1<sup>st</sup>, 2023:

2023					
Start	Step 1	Step 2	Step 3	Step 4	
	>1 year	>3 years	>5 years	>7 years	
28.00	28.42	28.85	29.28	29.72	

Signed this 27<sup>TH</sup> day of SEPTEMBER 2023.

ON BEHALF OF  
Town of Taber

SIGNED ON BEHALF OF  
Canadian Union of Public Employees,  
Local 2038

**Letter of Understanding #9 – Victim Services Caseworker**

Between

TOWN OF TABER

- AND -

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 2038


Re: Victim Services Caseworker

The current CUPE contract Schedule A is hereby amended to include the " Victim Services Caseworker " classification salary grid. The following rates of pay will apply to the Victim Services Caseworker Position effective June 1<sup>st</sup>, 2023:

2023					
Start	Step 1	Step 2	Step 3	Step 4	
	>1 year	>3 years	>5 years	>7 years	
26.00	26.39	26.79	27.19	27.60	

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

Signed this 27<sup>TH</sup> day of SEPTEMBER 2023.

ON BEHALF OF Town of Taber	SIGNED ON BEHALF OF Canadian Union of Public Employees, Local 2038
	

**LETTER OF UNDERSTANDING "10"**

**BETWEEN**

**THE TOWN OF TABER**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL 2038**

**Re: IT Department Wages**

The current CUPE contract Schedule "A" is hereby amended update the wage rates for the "IT Systems Analyst" classification salary grid and the "Help Desk Support Analyst" classification salary grid. The following rates of pay will be effective October 12<sup>th</sup>, 2023:

**IT Systems Analyst**

**2023**

<b>Start</b>	<b>Step 1</b> <b>&gt;1 year</b>	<b>Step 2</b> <b>&gt;3 years</b>	<b>Step 3</b> <b>&gt;5 years</b>	<b>Step 4</b> <b>&gt;7 years</b>
<b>39.81</b>	<b>40.40</b>	<b>41.01</b>	<b>41.62</b>	<b>42.25</b>

**Help Desk Support Analyst**

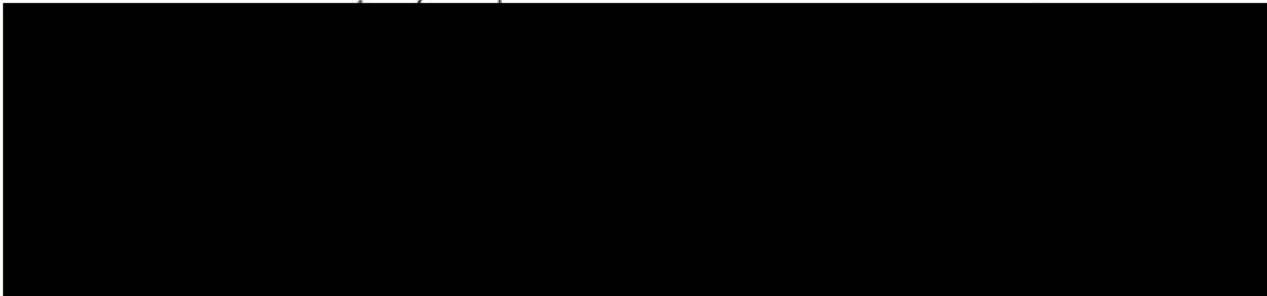
**2023**

<b>Start</b>	<b>Step 1</b> <b>&gt;1 year</b>	<b>Step 2</b> <b>&gt;3 years</b>	<b>Step 3</b> <b>&gt;5 years</b>	<b>Step 4</b> <b>&gt;7 years</b>
<b>33.47</b>	<b>33.97</b>	<b>34.48</b>	<b>34.99</b>	<b>35.52</b>

Signed this 12 day of October 2023.

Signed on behalf of the Town of Taber:

Signed on behalf of the Canadian Union



**LETTER OF UNDERSTANDING "11"**  
**BETWEEN**  
**THE TOWN OF TABER**  
**AND**  
**CANADIAN UNION OF PUBLIC EMPLOYEES**  
**LOCAL 2038**

**Re: Article 16.01.2 Hours of Work – Public Works & Facility Maintenance**

Both Parties agree to the following effect October 1<sup>st</sup>, 2023:

Public Works and the Facility Maintenance Staff, five (5) eight (8) hour days for a total of forty (40) hours per week. Except as herein provided the normal work week shall be 7:00 a.m. to 3:30 p.m. Monday through Friday, with a one-half (1/2) hour lunch period per day. For Landfill Staff, five (5) eight (8) hour days for a total of forty (40) hours per week. Except as herein provided the normal work week shall be 8:00 a.m. to 4:30 p.m., Tuesday through Saturday, with a one-half (1/2) hour lunch period per day. The one-half (1/2) hour lunch break may be adjusted with mutual agreement between the Employee and the Out-of-Scope Supervisor.

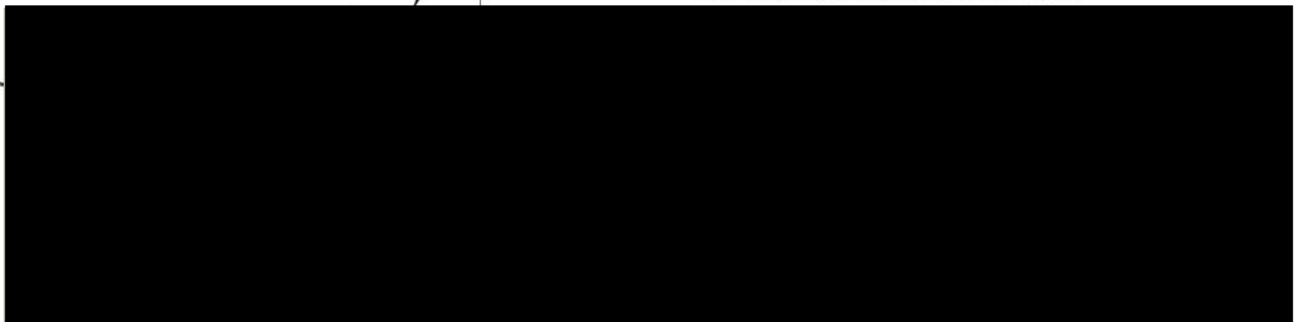
Any employees affected by this change will not receive shift differential from the hours of 7am – 8am as per the previous Article 24.07.1 which spoke to seasonally adjusted hours.

Signed this 12<sup>th</sup> day of October 2023.

Signed on behalf of the Town of Taber:

Signed on behalf of the Canadian Union

Of Public Employees Local 2038:



**LETTER OF UNDERSTANDING "12"**

**BETWEEN**

**THE TOWN OF TABER**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL 2038**

**Re: 2022-2023 Contract Retroactive Pay**

Both Parties agree that:

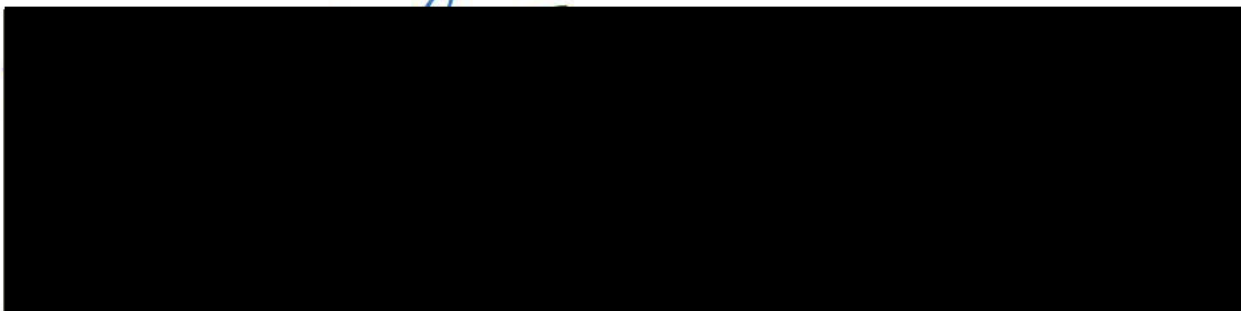
- 1) 2022 – 3% increase only on regular hours in Schedule 'A' for the entire 2022 payroll year. No increase on overtime rates.
- 2) 2023 – All items listed below effective the first pay period of 2023:
  - a. 3.5% increase on Schedule 'A'
  - b. Health & Wellness - \$125 annually, as per criteria described in Article 25.8 in the contract
  - c. Article 26.13(b)(ii) Swimsuit Allowance - \$200, if employee has submitted receipt in 2023 and was capped at \$100, they can request the additional amounts for up to \$200
  - d. All overtime banked or paid out will be recalculated to be at double time (x2)
  - e. Article 20.2, Vacation banks that were affected by the contract agreement will be adjusted accordingly.
  - f. Employees who have left the organization in the 2023 year will be provided retroactive pay for the 2023 changes that became effective the first pay period of 2023.

Signed this 9 day of November 2023.

Signed on behalf of the Town of Taber:

Signed on behalf of the Canadian Union

Of Public Employees Local 2038:





**LETTER OF UNDERSTANDING "13"**

**BETWEEN**

**THE TOWN OF TABER**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL 2038**

**Re: Facility Maintenance Coordinator**

The current CUPE contract Schedule "A" is hereby amended to update the "Facility Maintenance Coordinator" classification salary grid. The following rates of pay will apply to the Facility Maintenance Coordinator Position effective January 1<sup>st</sup>, 2022:

**2022**

<b>Start</b>	<b>Step 1 &gt;1 year</b>	<b>Step 2 &gt;3 years</b>	<b>Step 3 &gt;5 years</b>	<b>Step 4 &gt;7 years</b>
<b>38.47</b>	<b>39.04</b>	<b>39.64</b>	<b>40.23</b>	<b>40.84</b>

**2023**

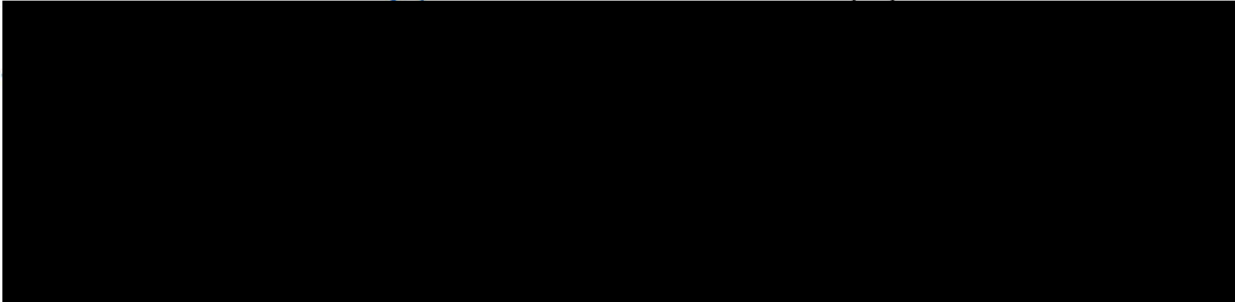
<b>Start</b>	<b>Step 1 &gt;1 year</b>	<b>Step 2 &gt;3 years</b>	<b>Step 3 &gt;5 years</b>	<b>Step 4 &gt;7 years</b>
<b>39.82</b>	<b>40.42</b>	<b>41.02</b>	<b>41.64</b>	<b>42.26</b>

Signed this 9<sup>TH</sup> day of November 2023.

Signed on behalf of the Town of Taber:

Signed on behalf of the Canadian Union

Of Public Employees Local 2038:



**LETTER OF UNDERSTANDING "14"**  
**BETWEEN**  
**THE TOWN OF TABER**  
**AND**  
**CANADIAN UNION OF PUBLIC EMPLOYEES**  
**LOCAL 2038**

**Re: Article 10.6(a) Change to Number of Shop Stewards**

Both Parties agree to the following:

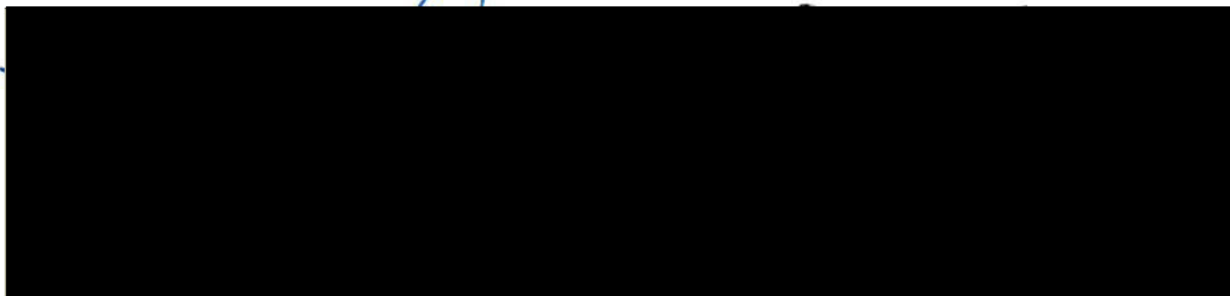
Seven (7) Stewards including a Site Representative all of whom shall be Employees of the Employer; and

Signed this 9<sup>th</sup> day of November 2023.

Signed on behalf of the Town of Taber:

Signed on behalf of the Canadian Union

Of Public Employees Local 2038:



**LETTER OF UNDERSTANDING "15"**

**BETWEEN**

**THE TOWN OF TABER**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL 2038**

**Re: Operator Non-Certified**

The current CUPE contract Schedule "A" is hereby amended to update the "Operator Non-Certified" salary grid. The following rate of pay will apply to the "Operator Non-Certified" classification starting on date of signing:

**2023**

**D**

**31.79**

Signed this 14<sup>th</sup> day of December 2023.

Signed on behalf of the Town of Taber:

Signed on behalf of the Canadian Union

Of Public Employees Local 2038:

