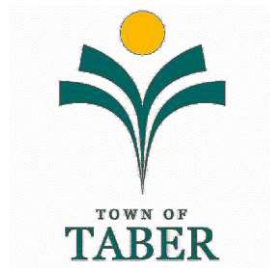


COLLECTIVE AGREEMENT

BETWEEN

Town of Taber



- AND -

Canadian Union of Public Employees
CUPE Local 2038

January 1, 2024 – December 31, 2026

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THIS AGREEMENT made this ____ day of _____ 2025.

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 January 1, 2024 to December 31, 2026 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 thirty-first 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 make a written or verbal agreement with the Employer or their representatives, which may conflict with the terms of this Collective Agreement.

3.4 Respect for Picket Lines

An employee covered by this agreement shall have the right to refuse to cross a legal picket line or refuse to do the work of striking or locked out employees. Failure to cross such a picket line or to perform the work of striking or locked out employees where a legal strike or lockout is in effect by a member of this Union shall not be considered a violation of this agreement, nor shall it be grounds for disciplinary action, other than loss of wages for the period involved.

ARTICLE 4 – DEFINITIONS

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 will 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 Definition of Days

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

4.4 “Shall” means will.

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, layoff, 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 numbers, 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, experimentation, 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) Stewards, including a Site Representative, all of whom shall be Employees of the Employer; and
- (b) 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.

ARTICLE 11 – GRIEVANCE PROCEDURES

Informal

- 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. An Employee shall meet within ten (10) days of the incident which gave rise to the complaint to discuss the matter with the intention of reaching a resolution. No Employee covered by this Collective Agreement shall be required or permitted to make any written or oral agreement with the Employer or its representative which may conflict with the terms of the Collective Agreement. 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

If no resolve is found in the informal step, 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 fifteen (15) days, the “Out-of-Scope Supervisor” shall arrange for the presence of a Steward.

- (a) 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 Director or their representative. The Union and the Grievor(s) shall be given an opportunity to discuss the Grievance with the Director or their representative within ten (10) days of submission of the Grievance. The Director or their representative shall give their decision in writing within ten (10) days of the discussion.

- (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.

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 Director 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 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 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 Director 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, similar in nature 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 Employee's 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 1st.

- 14.6 If the Union finds a discrepancy in the seniority list, they will address it with the Employer by April 1st 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 layoff. 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 and parental leave or leave of absence granted for sick leave, education leave, disability, job protected Leaves of Absence, 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 intranet 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 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) First, 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 The Trial Period may be concluded as early as thirty (30) working days through the Trial Period providing the written review of their progress is satisfactory and both Parties agree.

- 15.9 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.

5.10 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.

15.11 Job Descriptions

Job descriptions are available to the Union on the Town of Taber intranet under the Human Resources tab accessible by this link [Human Resources – Home \(taber.ca\)](#). Any changes made to job descriptions will be posted within thirty (30) days.

15.12 Notice to Union

The Union President shall be notified of all hiring, layoffs, transfers, recalls, retirements, Leaves of Absence and terminations of employment within five (5) working days of their occurrences.

- 15.13 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 – LAYOFFS AND RECALLS

16.1 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.

- 16.2 When layoffs 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.
- 16.3 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.
- (a) The Employer shall, in writing, notify all Part-time and Full-time Employees who are to be laid off twenty (20) working days before the layoff 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, including Information Technology and Clerical Staff at the Aquafun Centre, 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 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.

- (c) 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 1st through September 30th each year, to 7:00 a.m. to 3:30 p.m. with one-half (1/2) hour for lunch from Monday to Friday.
- (d) The shift start and end times may be adjusted for operational requirements, with mutual agreement between the Employer and the Employee and in accordance with Article 18, overtime rates may apply.
- (e) For Health & Safety, 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 7:00 a.m. to 3:30 p.m. with a one (1) hour lunch period per day.

17.2 Averaging Arrangements:

Where the regular hours of work are scheduled to allow for exceeding eight (8) hours per day or forty (40) hours per week on an averaging arrangement, as provided in the articles below, the following conditions shall apply:

- (a) All employees will receive no less than 2 days off in a row.
- (b) Schedule rotations will be mutually agreed upon between the Employee and the Employer.
- (c) Schedules will be provided 28 calendar days in advance and will include the entire rotation.
- (d) A copy of the schedule will be posted in a centralized online location.
- (e) No overtime will be lost due to the averaging agreement.

17.3 Averaging agreement for each department:

- (a) Water & Wastewater Treatment Department:
 - i. Straight time hours shall not exceed a maximum of eight (8) hours of work per day, or overtime applies. Shifts shall be 7:00 a.m. to 3:30 p.m.
 - ii. The average hours of work over an eight (8) week period shall not exceed forty (40) hours per week, or overtime applies. A week is considered Sunday to Saturday.

(b) Recreation Department:

- i. There are seasonally adjusted schedules for this department with the fall & winter seasons requiring an averaging arrangement.
- ii. Straight time hours during the fall & winter seasons shall not exceed a maximum of ten (10) hours of work per day, or overtime applies.
- iii. The average hours of work over a four (4) week period shall not exceed forty (40) hours per week, or overtime applies. A week is considered Thursday to Wednesday.
- iv. During spring & summer seasons, the schedule does not require an averaging arrangement.

(c) Full-time Communication Operators:

- i. Straight time hours shall not exceed a maximum of twelve (12) hours of work per day or overtime applies.
- ii. The average hours of work over an eight (8) week period shall not exceed forty (40) hours per week, or overtime applies. A week is considered from Thursday to Wednesday.

(d) Casual Communication Operators & Jail Guards:

- i. Straight time hours shall not exceed a maximum of twelve (12) hours of work per day, or overtime applies.
- ii. The average hours of work over an eight (8) week period shall not exceed forty (40) hours per week, or overtime applies. A week is considered Thursday to Wednesday.

(e) Victim Services:

- i. The average hours of work shall not exceed thirty-seven and one half (37.5) hours per week, or overtime applies. A week is considered Thursday to Wednesday.

(f) All averaging arrangements shall be calculated for compliance and any overtime shall be paid out the following pay period at the end of the rotation for the individual departments.

- 17.4 Employees who 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 Recreation/Aquatic Maintenance 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) Hours of work in any one shift shall be consecutive hours except for the unpaid lunch break, where applicable.
 - (c) 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.
 - (d) Part-time, Casual and Seasonal Employees shall not work more than six (6) consecutive shifts without a scheduled day off.
 - (e) 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.
 - (f) 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.
 - (g) Failure to adhere to Article 17.4(f) 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.
 - (h) Temporary changes in the start and end times of the permanent 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.
 - (i) Employees shall be allowed to exchange shifts 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.

(j) The hours of work for Recreational Operators may be seasonally adjusted from September 30th through April 30th.

(k) The Employer will create a fair and equitable schedule rotation for all Recreation Operators.

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

17.6 Guaranteed Hours of Pay

(a) A Full-time or Part-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, or Seasonal Employee reporting for work on their regular shift shall be paid their regular rate of pay. This shall be applied to the minimum hours of work as per the *Alberta Employment Standards Code*.

17.7 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 whose 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 four (4) paid fifteen (15) minute rest breaks included in the shift. With Supervisor's permission, the breaks can be accumulated to sixty(60) minutes rest with pay. When coverage for breaks is not available, the breaks must be taken within the vicinity of the workspace.

17.8 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.

17.9 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 effected with the appropriate deduction in regular earnings.

17.10 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 offered to the most senior, qualified employee and shared as equitably practical.

- 17.11 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 seventy-five (75) 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.

- 17.12 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.

17.13 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(h).

17.14 Earned Day Off

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 service 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 extraordinary 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 Overtime will be calculated at two times (2x) the rate of regular pay.

(a) 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 thirty-seven and one half (37.5) or forty (40) hours per week and on a General Holiday entitlement as per the Collective Agreement.

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

18.4 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.

18.5 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 endeavour to keep overtime to a minimum.

- 18.6 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.
- 18.7 Notification of any overtime must be discussed with the Department Head or designate as soon as reasonably practical.

18.8 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.

18.9 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 non-permanent Employees on their scheduled day off shall be worked at their regular rate of pay unless they fall under an averaging arrangement, it is a General Holiday, or they have worked more than their full-time equivalent weekly hours.

18.10 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.

18.11 Meeting Attendance

- (a) Employees who 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.

18.12 Information Sessions

- (a) Employees who 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 2025:

Years of Service	1950 Annual Hours	2080 Annual Hours	2088 Annual Hours
Start Date to 5 th Year	112.5 hours	120 hours	120.50 hours
Greater than 5 Years	150 hours	160 hours	160.75 hours
Greater than 10 Years	187.5 hours	200 hours	200.75 hours
Greater than 15 Years	225 hours	240 hours	241 hours
Greater than 20 Years	262.5 hours	280 hours	281 hours
Greater than 25 Years	300 hours	320 hours	321.25 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 five percent (5%) or *Alberta Employment Standards Code*, whichever is greater, paid by the Employer on each pay cheque.
- 20.3 Vacation may be taken at a minimum of one (1) hour increments.
- 20.4 Employees shall indicate the period(s) of vacation they wish to take for that year, by February 1st for vacation from March to August and by August 1st for vacation from September to February. 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 February 1st or August 1st 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 February 28th and August 31st, 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 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.

- 20.12 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 Director. 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.
- 20.13 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 medical certificate. The Employee shall notify the Employer of the request to change from vacation to sick days the next business day.
- 20.14 Vacation time will accrue for all leaves of absence for a maximum of four (4) weeks from the commencement of the absence.
- 20.15 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.
- 20.16 In the case where an Employee is the only Employee working in that department, vacation requests will not be unreasonably withheld.

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 may be 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 the 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) 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.
- (f) 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 receive for jury service or court witness, excluding payment for travelling, 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 advanced polling stations to cast their votes.

21.11 Leave for Citizenship Ceremony

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

21.12 The Employer may not terminate the employment of, or lay off 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 of either 225 hours, 240 hours, or 241 hours, depending on their classification, and Part-time Employees would receive prorated amounts for their full-time equivalency. Employees on 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 doctor's note from the Employee's attending medical doctor. Such requirements will not be unreasonably imposed. Obtaining the doctor's note will be at the expense of the Employee.
- 22.5 As soon as reasonably practical, Employees reporting sick shall notify their Supervisor or designate by telephone, voicemail or text of their 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 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 15, 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 of six (6) 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 choices 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 who 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 two hundred dollars (\$200.00) per year to permanent employees as an Employee Wellness Fund on January 1st 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 1st, this benefit will be prorated. 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

Management reserves the right to determine a minimum number of employees required in the Maintenance Operator II and Recreation Operator II classifications. Competency checklists are required for the equipment that does not have certification.

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 Operator's 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.
- (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 Operator's License.
- (iii) As deemed necessary by the Supervisor, a current pesticide applicator license.
- (iv) As deemed necessary by the Supervisor, a current Canadian Playground Safety Institute certification.
- (v) Certification in Arena Operator II, Park and Sports field Operator II, safe operation of chainsaw, skid steer, and aerial lift truck.
- (vi) Globally Harmonized System (GHS), Standard First Aid, CPR, AED, and Fire Extinguisher training.
- (vii) 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

- (a) 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.
- (b) 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's regular base hours.
- (c) 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.
- (d) Clause (c) does not apply if the employee is on WCB.
- (e) 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.
- (f) 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:

- i. Increase the Employee's performance and recognize the Employee meets the Employer's expectations.
- ii. Identify career goals and develop skills for the Employee.
- iii. Have an opportunity for input and/or for exchange of information between the Supervisor and the Employee.
- iv. Understand the Employee's role in the organization.

The Performance Review process should enable the Supervisor to:

- i. Manage performance rather than react to performance.
- ii. Make personnel decisions in a fair and equitable manner.
- iii. 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 reallocation 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.

26.8 On-The-Job Training

- (a) The Town of Taber will endeavour 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

- (a) All Employees shall be paid the following:
 - (i) Shift Premiums from 7:00 p.m. to 7:00 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 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 18.9 and 18.10 of this Agreement.

- (c) Shift Differential shall not be paid on meetings attended, training programs provided, and conferences attended.

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 18.4 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.
- (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 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.

26.13 Tools and Equipment Supplied

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.

ARTICLE 27 – SAFETY AND HEALTH

- 27.1 The Employer and the Union agree to cooperate in the promotion of safe working conditions, the prevention of accidents, the prevention of workplace injuries and the promotion of safe working practices. The Union and the Employer agree to enforce all laws and regulations relating to incident prevention measures which are applicable to the operation of the Employer.
- 27.2 The Employer and the Union agree to cooperate in conducting operations in a manner which will provide protection of the health, safety, physical and mental well-being of Employees.
- 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 For casual and seasonal staff, 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

Where the conditions of employment demand or require the use of CSA approved safety boots or shoes, Permanent Employees shall receive a subsidy, upon receipt, to a maximum of four hundred dollars (\$400.00) every two calendar years.

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) 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 – WORKLOAD

- 28.1 At any time, an employee may request a workload review meeting. Workload meetings shall also be triggered by the out-of-scope supervisor. The Employee and the Employer shall meet within two (2) weeks to discuss the workload, with a view to developing a satisfactory resolution. If, after the meeting, the employee is not satisfied, this issue will be forwarded to the Labour Management Committee for further review. Both parties of the Labour Management Committee will work together to determine a remedy for the workload review.

ARTICLE 29 – TECHNOLOGICAL CHANGE

- 29.1 An employee classified as a permanent employee shall be considered displaced by technological change when the employee's services shall no longer be required as a result of a change in plant or equipment or change in a process or method of operation diminishing the total number of employees required to operate the department in which the employee is employed.
- 29.2 The Town agrees that wherever possible, no employee shall lose employment because of technological change and therefore agrees that a reasonable period should be provided in order that they may take advantage of all available re-training and other internal employment opportunities commensurate with their abilities and qualifications.
- 29.3 The Town recognizes that advance notice of any change is desirable and beneficial for all concerned and therefore agrees to provide as much advance notice as possible.

ARTICLE 30 – RESTRICTIONS ON CONTRACTING OUT

- 30.1 The employer shall endeavour to assign Employees in the Bargaining Unit to perform work prior to contracting out. The Employer will communicate with the Union prior to contracting out work. 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 requires.
- 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, hand delivered in paper form, or sent electronically via email.

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 18th Avenue North
Lethbridge, AB T1H 5S1

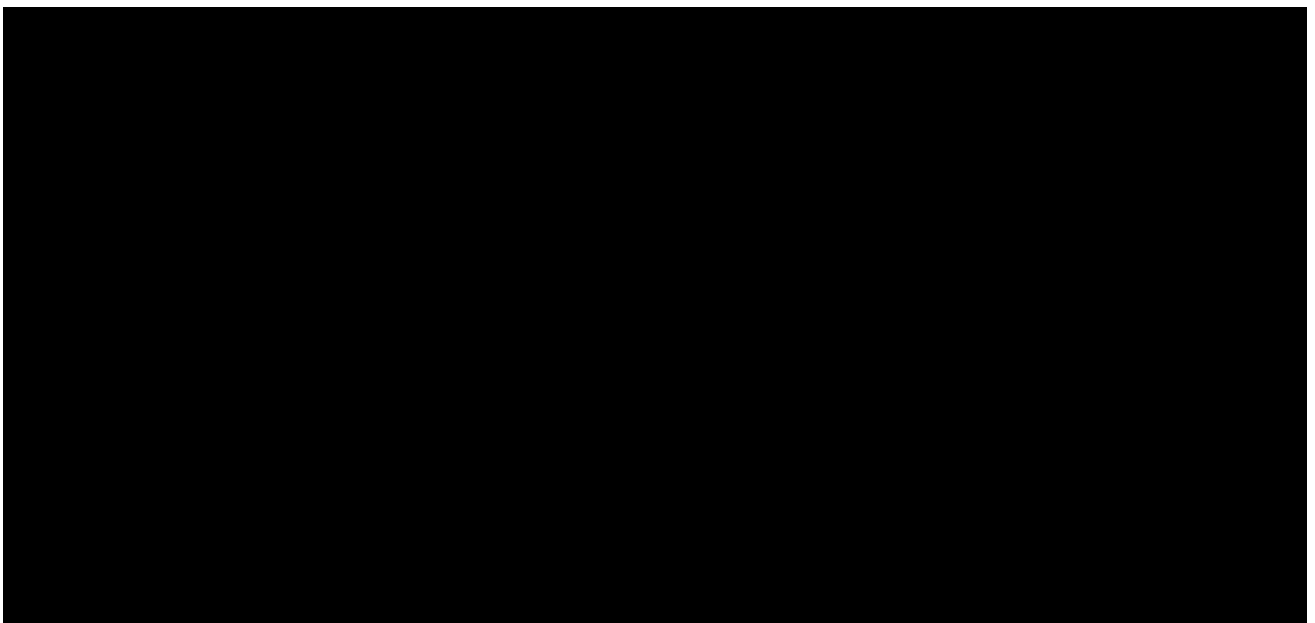
Chief Administrative Officer
Town of Taber
A-4900 50th Street
Taber, AB T1G 1T1

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

Signed Jul 21, 2025

On behalf of

On behalf of



SCHEDULE A – WAGES - 2024

Classification	Start	Start	STEP 1 > 1 Year	STEP 2 > 3 Year	STEP 3 > 5 Year	STEP 4 > 7 Year
		0.75	1.50%	1.50%	1.50%	1.50%
Administrative Assistant	2.35%		33.11	33.61	34.11	34.62
Clerk Typist I	2.79%	27.62	28.03	28.45	28.88	29.31
Clerk Typist II	2.62%	29.37	29.81	30.26	30.71	31.17
Executive Assistant: Administrative Services	2.20%	34.91	35.43	35.97	36.50	37.05
Facility Maintenance Coordinator	1.88%	40.57	41.18	41.80	42.42	43.06
Facility Maintenance Journeyperson	2.20%	34.84	35.36	35.89	36.43	36.98
Facility Maintenance Operator	2.67%	28.79	29.22	29.66	30.11	30.56
Facility Master Electrician	1.61%	47.45	48.16	48.88	49.62	50.36
Facility Mechanic	1.86%	41.17	41.79	42.41	43.05	43.70
Fire Prevention Officer	2.29%	33.44	33.94	34.45	34.97	35.49
Health & Safety Coordinator	2.20%	34.78	35.30	35.83	36.37	36.91
IT Help Desk Support Analyst	2.24%	34.22	34.73	35.25	35.78	36.32
IT Security Analyst	1.88%	40.56	41.17	41.79	42.41	43.05
IT System Analyst	1.88%	40.56	41.17	41.79	42.41	43.05
Planner	2.10%	36.45	37.00	37.55	38.11	38.69
Planning Assistant	2.21%	34.68	35.20	35.73	36.26	36.81
Planning Development Officer	2.21%	34.68	35.20	35.73	36.26	36.81
Planning Officer	2.21%	34.68	35.20	35.73	36.26	36.81
Police Service Bylaw Officer	2.46%	31.19	31.66	32.13	32.61	33.10
Police Service Communications Operator I	2.02%	37.96	38.53	39.11	39.69	40.29
Police Service Jail Guard	3.47%	22.38	22.72	23.06	23.40	23.75
Police Service Victim Services Case Worker Lead	2.68%	28.75	29.18	29.62	30.06	30.51
Police Service Victim Services Case Worker	2.88%	26.75	27.15	27.56	27.97	28.39
Public Works Engineering Technologist	2.34%	32.77	33.26	33.76	34.27	34.78
Public Works Landfill Scale Operator	2.62%	29.37	29.81	30.26	30.71	31.17
Public Works Maintenance Operator I	2.67%	28.79	29.22	29.66	30.11	30.56
Public Works Maintenance Operator II	2.46%	31.19	31.66	32.13	32.61	33.10
Public Works Maintenance Operator Lead	2.30%	33.32	33.82	34.33	34.84	35.36
Public Works Foreman	1.93%	39.60	40.19	40.80	41.41	42.03
Public Works Foreman - Water/Wastewater Certified	1.73%	43.98	44.64	45.31	45.99	46.68
Recreation Assistant Casual	3.76%	20.69	21.00	21.32	21.64	21.96
Recreation Cashier	3.93%	19.81	20.11	20.41	20.71	21.03
Recreation Custodian	3.03%	25.48	25.86	26.25	26.64	27.04
Recreation Custodian - Head	2.67%	28.79	29.22	29.66	30.11	30.56
Recreation Lifeguard/Instructor I	3.53%	21.97	22.30	22.63	22.97	23.32
Recreation Lifeguard/Instructor II	3.04%	25.46	25.84	26.23	26.62	27.02
Recreation Lifeguard - Head	2.57%	29.89	30.34	30.79	31.26	31.72
Recreation Operator I	2.67%	28.79	29.22	29.66	30.11	30.56
Recreation Operator II	2.46%	31.19	31.66	32.13	32.61	33.10
Recreation Operator Lead	2.30%	33.32	33.82	34.33	34.84	35.36
Recreation Aquatics Maintenance Operator	2.21%	34.70	35.22	35.75	36.29	36.83
Seasonal Level I (First Season)	4.03%	19.34				
Seasonal Level II (Second Season)	3.75%	20.75				
Seasonal Level III (Third Season)	3.47%	22.38				

Classification	Start	Start	STEP 1 > 1 Year	STEP 2 > 3 Year	STEP 3 > 5 Year	STEP 4 > 7 Year
		0.75	1.50%	1.50%	1.50%	1.50%
Non Certified Operator	2.47%	31.15	31.62	32.09	32.57	33.06
Treatment Operator 1	2.28%	33.64	34.14	34.66	35.18	35.70
Treatment Operator 2	2.08%	36.89	37.44	38.01	38.58	39.15
Treatment Operator 3	1.94%	39.44	40.03	40.63	41.24	41.86
Treatment Lead Hand	1.84%	41.44	42.06	42.69	43.33	43.98
Treatment Foreman	1.65%	46.19	46.88	47.59	48.30	49.02
Treatment Foreman - Certified Engineering	1.49%	50.99	51.75	52.53	53.32	54.12
Utility Operator 1	2.28%	33.64	34.14	34.66	35.18	35.70
Utility Operator 2	2.08%	36.89	37.44	38.01	38.58	39.15
Utility Operator 3	1.94%	39.44	40.03	40.63	41.24	41.86
Utility Lead Hand	1.84%	41.44	42.06	42.69	43.33	43.98
Utility Foreman	1.65%	46.19	46.88	47.59	48.30	49.02

SCHEDULE A – WAGES - 2025

Classification	Start	Start	STEP 1 > 1 Year	STEP 2 > 3 Year	STEP 3 > 5 Year	STEP 4 > 7 Year
		1.00	1.50%	1.50%	1.50%	1.50%
Administrative Assistant	3.07%	33.62	34.12	34.64	35.16	35.68
Clerk Typist I	3.62%	28.62	29.05	29.49	29.93	30.38
Clerk Typist II	3.40%	30.37	30.83	31.29	31.76	32.23
Executive Assistant: Administrative Services	2.86%	35.91	36.45	37.00	37.55	38.11
Facility Maintenance Coordinator	2.46%	41.57	42.19	42.83	43.47	44.12
Facility Maintenance Journeyperson	2.87%	35.84	36.38	36.92	37.48	38.04
Facility Maintenance Operator	3.47%	29.79	30.24	30.69	31.15	31.62
Facility Master Electrician	2.11%	48.45	49.18	49.91	50.66	51.42
Facility Mechanic	2.43%	42.17	42.80	43.44	44.10	44.76
Fire Prevention Officer	2.99%	34.44	34.96	35.48	36.01	36.55
Health & Safety Coordinator	2.88%	35.78	36.32	36.86	37.41	37.98
IT Help Desk Support Analyst	2.92%	35.22	35.75	36.28	36.83	37.38
IT Security Analyst	2.47%	41.56	42.18	42.82	43.46	44.11
IT System Analyst	2.47%	41.56	42.18	42.82	43.46	44.11
Planner	2.74%	37.45	38.01	38.58	39.16	39.75
Planning Assistant	2.88%	35.68	36.22	36.76	37.31	37.87
Planning Development Officer	2.88%	35.68	36.22	36.76	37.31	37.87
Planning Officer	2.88%	35.68	36.22	36.76	37.31	37.87
Police Service Bylaw Officer	3.21%	32.19	32.67	33.16	33.66	34.17
Police Service Communications Operator I	2.63%	38.96	39.54	40.14	40.74	41.35
Police Service Jail Guard	4.47%	23.38	23.73	24.09	24.45	24.81
Police Service Victim Services Case Worker Lead	3.48%	29.75	30.20	30.65	31.11	31.58
Police Service Victim Services Case Worker	3.74%	27.75	28.17	28.59	29.02	29.45
Public Works Engineering Technologist	3.05%	33.77	34.28	34.79	35.31	35.84
Public Works Landfill Scale Operator	3.40%	30.37	30.83	31.29	31.76	32.23
Public Works Maintenance Operator I	3.47%	29.79	30.24	30.69	31.15	31.62
Public Works Maintenance Operator II	3.21%	32.19	32.67	33.16	33.66	34.17
Public Works Maintenance Operator Lead	3.00%	34.32	34.83	35.36	35.89	36.43
Public Works Foreman	2.53%	40.60	41.21	41.83	42.45	43.09
Public Works Foreman - Water/Wastewater Certified	2.27%	44.98	45.65	46.34	47.03	47.74
Recreation Assistant Casual	4.83%	21.69	22.02	22.35	22.68	23.02
Recreation Cashier	5.05%	20.81	21.12	21.44	21.76	22.09
Recreation Custodian	3.92%	26.48	26.88	27.28	27.69	28.10
Recreation Custodian - Head	3.47%	29.79	30.24	30.69	31.15	31.62
Recreation Lifeguard/Instructor I	4.55%	22.97	23.31	23.66	24.02	24.38
Recreation Lifeguard/Instructor II	3.93%	26.46	26.86	27.26	27.67	28.08
Recreation Lifeguard - Head	3.35%	30.89	31.35	31.82	32.30	32.79
Recreation Operator I	3.47%	29.79	30.24	30.69	31.15	31.62
Recreation Operator II	3.21%	32.19	32.67	33.16	33.66	34.17
Recreation Operator Lead	3.00%	34.32	34.83	35.36	35.89	36.43
Recreation Aquatics Maintenance Operator	2.88%	35.70	36.24	36.78	37.33	37.89
Seasonal Level I (First Season)	5.17%	20.34				
Seasonal Level II (Second Season)	4.82%	21.75				
Seasonal Level III (Third Season)	4.47%	23.38				

Classification	Start	Start	STEP 1 > 1 Year	STEP 2 > 3 Year	STEP 3 > 5 Year	STEP 4 > 7 Year
		1.00	1.50%	1.50%	1.50%	1.50%
Non Certified Operator	3.21%	32.15	32.63	33.12	33.62	34.12
Treatment Operator 1	2.97%	34.64	35.16	35.69	36.22	36.77
Treatment Operator 2	2.71%	37.89	38.46	39.04	39.62	40.22
Treatment Operator 3	2.54%	40.44	41.05	41.66	42.29	42.92
Treatment Lead Hand	2.41%	42.44	43.08	43.72	44.38	45.04
Treatment Foreman	2.16%	47.19	47.90	48.62	49.35	50.09
Treatment Foreman - Certified Engineering	1.96%	51.99	52.77	53.56	54.36	55.18
Utility Operator 1	2.97%	34.64	35.16	35.69	36.22	36.77
Utility Operator 2	2.71%	37.89	38.46	39.04	39.62	40.22
Utility Operator 3	2.54%	40.44	41.05	41.66	42.29	42.92
Utility Lead Hand	2.41%	42.44	43.08	43.72	44.38	45.04
Utility Foreman	2.16%	47.19	47.90	48.62	49.35	50.09

SCHEDULE A – WAGES - 2026

Classification	Start	Start	STEP 1 > 1 Year	STEP 2 > 3 Year	STEP 3 > 5 Year	STEP 4 > 7 Year
		1.25	1.50%	1.50%	1.50%	1.50%
Administrative Assistant	3.72%	34.87	35.39	35.92	36.46	37.01
Clerk Typist I	4.37%	29.87	30.32	30.77	31.23	31.70
Clerk Typist II	4.12%	31.62	32.09	32.58	33.06	33.56
Executive Assistant: Administrative Services	3.48%	37.16	37.72	38.28	38.86	39.44
Facility Maintenance Coordinator	3.01%	42.82	43.46	44.11	44.78	45.45
Facility Maintenance Journeyperson	3.49%	37.09	37.65	38.21	38.78	39.37
Facility Maintenance Operator	4.20%	31.04	31.51	31.98	32.46	32.94
Facility Master Electrician	2.58%	49.70	50.45	51.20	51.97	52.75
Facility Mechanic	2.96%	43.42	44.07	44.73	45.40	46.08
Fire Prevention Officer	3.63%	35.69	36.23	36.77	37.32	37.88
Health & Safety Coordinator	3.49%	37.03	37.59	38.15	38.72	39.30
IT Help Desk Support Analyst	3.55%	36.47	37.02	37.57	38.14	38.71
IT Security Analyst	3.01%	42.81	43.45	44.10	44.77	45.44
IT System Analyst	3.01%	42.81	43.45	44.10	44.77	45.44
Planner	3.34%	38.70	39.28	39.87	40.47	41.07
Planning Assistant	3.50%	36.93	37.48	38.05	38.62	39.20
Planning Development Officer	3.50%	36.93	37.48	38.05	38.62	39.20
Planning Officer	3.50%	36.93	37.48	38.05	38.62	39.20
Police Service Bylaw Officer	3.88%	33.44	33.94	34.45	34.97	35.49
Police Service Communications Operator I	3.21%	40.21	40.81	41.43	42.05	42.68
Police Service Jail Guard	5.35%	24.63	25.00	25.37	25.76	26.14
Police Service Victim Services Case Worker Lead	4.20%	31.00	31.47	31.94	32.42	32.90
Police Service Victim Services Case Worker	4.50%	29.00	29.44	29.88	30.32	30.78
Public Works Engineering Technologist	3.70%	35.02	35.55	36.08	36.62	37.17
Public Works Landfill Scale Operator	4.12%	31.62	32.09	32.58	33.06	33.56
Public Works Maintenance Operator I	4.20%	31.04	31.51	31.98	32.46	32.94
Public Works Maintenance Operator II	3.88%	33.44	33.94	34.45	34.97	35.49
Public Works Maintenance Operator Lead	3.64%	35.57	36.10	36.65	37.19	37.75
Public Works Foreman	3.08%	41.85	42.48	43.11	43.76	44.42
Public Works Foreman - Water/Wastewater Certified	2.78%	46.23	46.92	47.63	48.34	49.07
Recreation Assistant Casual	5.76%	22.94	23.28	23.63	23.99	24.35
Recreation Cashier	6.01%	22.06	22.39	22.73	23.07	23.41
Recreation Custodian	4.72%	27.73	28.15	28.57	29.00	29.43
Recreation Custodian - Head	4.20%	31.04	31.51	31.98	32.46	32.94
Recreation Lifeguard/Instructor I	5.44%	24.22	24.58	24.95	25.33	25.71
Recreation Lifeguard/Instructor II	4.72%	27.71	28.13	28.55	28.98	29.41
Recreation Lifeguard - Head	4.05%	32.14	32.62	33.11	33.61	34.11
Recreation Operator I	4.20%	31.04	31.51	31.98	32.46	32.94
Recreation Operator II	3.88%	33.44	33.94	34.45	34.97	35.49
Recreation Operator Lead	3.64%	35.57	36.10	36.65	37.19	37.75
Recreation Aquatics Maintenance Operator	3.50%	36.95	37.50	38.07	38.64	39.22
Seasonal Level I (First Season)	6.15%	21.59				
Seasonal Level II (Second Season)	5.75%	23.00				
Seasonal Level III (Third Season)	5.35%	24.63				

Classification	Start	Start	STEP 1 > 1 Year	STEP 2 > 3 Year	STEP 3 > 5 Year	STEP 4 > 7 Year
		1.25	1.50%	1.50%	1.50%	1.50%
Non Certified Operator	3.89%	33.40	33.90	34.41	34.93	35.45
Treatment Operator 1	3.61%	35.89	36.43	36.97	37.53	38.09
Treatment Operator 2	3.30%	39.14	39.73	40.32	40.93	41.54
Treatment Operator 3	3.09%	41.69	42.32	42.95	43.59	44.25
Treatment Lead Hand	2.95%	43.69	44.35	45.01	45.69	46.37
Treatment Foreman	2.65%	48.44	49.17	49.90	50.65	51.41
Treatment Foreman - Certified Engineering	2.40%	53.24	54.04	54.85	55.67	56.51
Utility Operator 1	3.61%	35.89	36.43	36.97	37.53	38.09
Utility Operator 2	3.30%	39.14	39.73	40.32	40.93	41.54
Utility Operator 3	3.09%	41.69	42.32	42.95	43.59	44.25
Utility Lead Hand	2.95%	43.69	44.35	45.01	45.69	46.37
Utility Foreman	2.65%	48.44	49.17	49.90	50.65	51.41

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 is to have a more diversified and qualified workforce. The Town of Taber reserves the right to determine the minimum number of employees required for the different Operator Classifications.

Utility Operator Non-Certified

- Starting classification without any certification.

Utility Operator 1

- Upon achieving a level 1 in two classifications in your respective areas working (Treatment or Distribution & Collection) you will get this pay rate.
- Level 1 certification requires 1 year of working in the field to be able to write the exams.

Utility Operator 2

- Upon achieving a level 2 in two classifications in your respective areas working (Treatment or Distribution & Collection) you will get this pay rate.
- Level 2 certification requires 2 years of working in the field after passing the Level 1 certification.

Utility Operator 3

- Upon achieving a Level 3 in one classification in your respective areas working (Treatment or Distribution & Collection) you will get this pay rate.
- Level 3 certificate requires DRC (Direct Responsible Charge).

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.

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

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 ON BEHALF OF Town of Taber	SIGNED ON BEHALF OF Canadian Union of Public Employees, Local 2038
	
Chief Administrative Officer Date: Jul 16, 2025	President Local 2038 Date: Jul 16, 2025

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 sessions and meetings.

SIGNED ON BEHALF OF Town of Taber	SIGNED ON BEHALF OF Canadian Union of Public Employees, Local 2038
	
Chief Administrative Officer Date: Jul 16, 2025	President Local 2038 Date: Jul 16, 2025

LETTER OF UNDERSTANDING #3 – TEMPORARY WORK INTERRUPTION AND RECALL: PANDEMIC

Between

TOWN OF TABER

- AND -

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 2038

RE: Temporary Work Interruption and Recall: Pandemic

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

General Guidelines

- The Collective Agreement Clause 16.1, 16.4 Layoffs and Recalls, 20.16, and Vacations shall not apply to the 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 "#3" 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 "#3" 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.

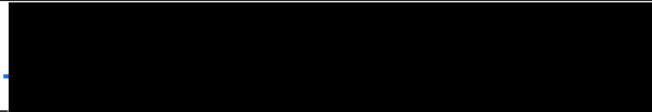
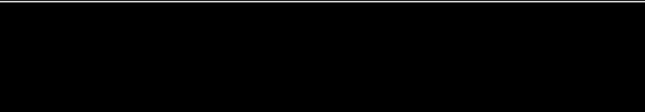
Local Authorities Pension Plan (LAPP)

- 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 ON BEHALF OF Town of Taber	SIGNED ON BEHALF OF Canadian Union of Public Employees, Local 2038
	
Chief Administrative Officer	President Local 2038
Date: Jul 16, 2025	Date: Jul 16, 2025

LETTER OF UNDERSTANDING #4 – SCHEDULE CHANGES DUE TO PANDEMIC

Between


TOWN OF TABER

- AND -

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 2038

RE: Schedule Changes Due to Pandemic

Both the Town of Taber and the Canadian Union of Public Employees recognize a “pandemic event” as referred to in Article 17.2(j). When the 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.

SIGNED ON BEHALF OF Town of Taber	SIGNED ON BEHALF OF Canadian Union of Public Employees, Local 2038
	
Chief Administrative Officer Date: Jul 16, 2025	President Local 2038 Date: Jul 16, 2025

LETTER OF UNDERSTANDING #5 – COMPASSIONATE CARE LEAVE

Between

TOWN OF TABER

- AND -

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 2038

RE: Compassionate Care Leave

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 receive 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. The Employee must give the Employer a medical certificate issued by a nurse practitioner or physician.
5. The Employee must give the 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.

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 ON BEHALF OF Town of Taber	SIGNED ON BEHALF OF Canadian Union of Public Employees, Local 2038
	
Chief Administrative Officer Date: Jul 16, 2025	President Local 2038 Date: Jul 16, 2025

LETTER OF UNDERSTANDING #6– LANTIC – WAGE RATE

Between

TOWN OF TABER

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 2038

RE: Lantic – Wage Rate

Both Parties agree that going forward, employees (as agreed to by both parties) who participate in work for Lantic, as part of their duties will receive a six (\$6.00) dollar per hour premium. This premium will be applied for each hour worked at Lantic facility.

Should the Town cease to provide services to Lantic this LOU will no longer be in effect.

Signed this _____ day of _____ 2025.

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

LETTER OF UNDERSTANDING #7 – JOB EVALUATION


BETWEEN: Town of Taber

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2038

RE: Job Evaluation

The Union and the Employer will start a Job Evaluation for all classifications by December 31, 2025.

SIGNED ON BEHALF OF Town of Taber	SIGNED ON BEHALF OF Canadian Union of Public Employees, Local 2038
	
Chief Administrative Officer Date: Jul 16, 2025	President Local 2038 Date: Jul 16, 2025

LETTER OF UNDERSTANDING #8 – LANTIC WAGE RATE

Letter of Understanding # 8 – Lantic – Wage Rate

Between

TOWN OF TABER

- AND -

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 2038

RE: Lantic - Wage Rate

Both parties agree that going forward, this Letter of Understanding will replace Letter of Understanding #6 in the Collective Agreement. Employees (as agreed to by both parties) who participate in work for the Lantic Industrial Wastewater Treatment Plant as part of their duties will receive a 12% industrial service rate which will be applied on top of the employees' hourly wage rate based on the current year's Schedule "A" wage rates.

All other Employees who perform work for the Lantic Industrial wastewater treatment plant as part of their duties will receive a six (\$6.00) dollar per hour premium for each hour worked at the Lantic Industrial Wastewater Treatment Plant facility.

Should the Town cease to provide services to the Lantic Industrial Wastewater Treatment Plant facility, this LOU will no longer be in effect.

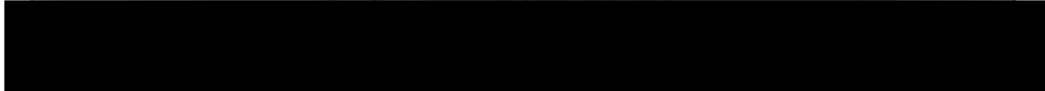
At no time will this LOU be incorporated as a classification or wage rate inside Schedule "A".

Signed this 24th day of January 2025.

ON BEHALF OF
Town of Taber



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



LETTER OF UNDERSTANDING #9 – PLUMBER/GASFITTER

LETTER OF UNDERSTANDING "9"
BETWEEN
THE TOWN OF TABER
AND
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2038

Re: Plumber/Gasfitter

The current CUPE contract Schedule "A" is hereby amended to include the "Facility Maintenance Plumber/Gasfitter" classification salary grid. The following rates of pay will apply to the Plumber/Gasfitter Position effective date of signing:

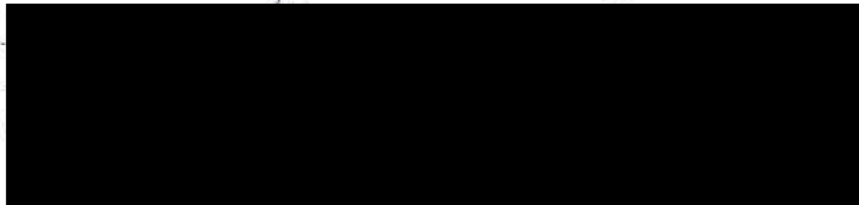
2025				
Start	Step 1	Step 2	Step 3	Step 4
	>1 year	>3 years	>5 years	>7 years
40.00	40.60	41.21	41.83	42.46

Signed this 10th day of April 2025.

Signed on behalf of the Town of Taber:

Signed on behalf of the Canadian Union

Of Public Employees Local 2038:



LETTER OF UNDERSTANDING #10 – COMMUNICATIONS OPERATOR LEAD

LETTER OF UNDERSTANDING "10"
BETWEEN
THE TOWN OF TABER
AND
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2038

Re: Communication Operator – Lead

The current CUPE contract Schedule "A" is hereby amended to include the "Police Service Communication Operator – Lead" classification salary grid. The following rates of pay will apply to the Communication Operator - Lead Position effective date of signing:

2025				
Start	Step 1	Step 2	Step 3	Step 4
	>1 year	>3 years	>5 years	>7 years
43.57	44.22	44.88	45.55	46.23

Signed this 10th day of April 2025.

Signed on behalf of the Town of Taber:

Signed on behalf of the Canadian Union

Of Public Employees Local 2038:



LETTER OF UNDERSTANDING #11 – REMOVAL OF 2088 ANNUAL HOURS

LETTER OF UNDERSTANDING "11"

BETWEEN

THE TOWN OF TABER

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 2038

Re: Removal of 2088 Annual Hours

Both parties agree that any mention of annual hours in the amount of 2088 will be removed from the contract and replaced with the annual hours of 2080. Those individuals that were required to work 2088 hours a year to achieve one year of service will now only have to work 2080 hours a year.

This change better aligns with the inclusion of the averaging arrangements in the Collective Agreement.

This shall come into effect upon signing.

Signed this 12th day of June 2025.

Signed on behalf of the Town of Taber:

Signed on behalf of the Canadian Union

Of Public Employees Local 2038:

