COLLECTIVE AGREEMENT

BETWEEN

TOWN OF
TABER

AND

CUPE / Canadian Union of Public Employees

LOCAL 2038

January 1 2012

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THIS AGREEMENT made this 6th day of June 2012.

BETWEEN:

THE TOWN OF TABER, in the Province of Alberta, (hereinafter called the "Employer")

OF THE FIRST PART

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2038, in the Province of Alberta (hereinafter called the "Union")

OF THE SECOND PART

ARTICLE 1 – Purpose

1.01 The purpose of this Agreement is to maintain harmonious and co-operative relationships between the Employer and Employees covered by this Agreement.

1.02 To provide an amicable method of settling differences or grievances which may arise between the Employer and the Employees.

1.03 To recognize the mutual value of joint discussions and negotiations, in all matters pertaining to wages, working conditions, employment, service and benefits.

1.04 To encourage efficiency in operation.

1.05 To promote the mutual interest of the Employer and the Employee.

1.06 To promote the morale, well-being and safety of all Employees in the bargaining unit of the Union.

ARTICLE 2 – RECOGNITION

2.01 **Bargaining Unit** - The Employer recognizes the Canadian Union of Public Employees Local 2038 as the sole and exclusive bargaining agent for all its Employees as per the authority granted by the Alberta Labour Code and the decision of the Alberta Labour Relations Board, Certificate Number 162-2006.

2.02 No Employee shall be required to make any written or verbal agreement with the Employer or his/her representatives, which may conflict with the terms of this Collective Agreement.

ARTICLE 3 - DEFINITIONS OF EMPLOYEES

Definitions of Positions

3.01 Full-time position is an 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.

3.02 Part-time position is an established position which has been duly authorized by the Employer which requires an Employee to work less than the Full time hours.

3.03 Temporary position is a position established by the Employer for a specific duration, not to exceed eleven (11) months of continuous service.

3.04 A "casual position" is a 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.

3.05 A "seasonal position" is a non-permanent position required for work of a seasonal nature.

3.06 A "term position" is used to fill a position that has been made temporarily vacant with a defined end date.

Definitions of Employee

3.07 A "Full-time Employee" is an Employee who has been appointed to a Full-time position.

3.08 A "Part-time Employee" is an Employee who has been appointed to a position working less hours than a Full-time Employee.

3.09 A "Temporary Employee" is an Employee selected for a position for a specific duration.

3.10 A "Casual Employee" is an Employee working flexible hours and shifts and may be scheduled according to operational requirements.

3.11 A "Seasonal Employee" is an Employee who is employed for periods of up to six (6) months or such further periods as may be mutually agreed upon by the Union and Employer in writing.

ARTICLE 4 - NO DISCRIMINATION

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

4.01.1 Discrimination, intimidation, interference, restriction or coercion, exercised or practiced with respect to any Employee in the matter of hiring, assigning wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, classification, discharge, or any other action by reason of race, creed, color, 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.

4.01.2 The Employer and the Union will follow the Employee Code of Conduct Procedure for all matters relating to Article 4.01.1

4.01.3 The Labour-Management Committee will annually review the Harassment Clause in the Employee Code of Conduct Procedure.

4.01.4 Should any difference arise between the Employer and any Employee from Article 4.01.1, the Union may follow the grievance procedure.

ARTICLE 5 - UNION SECURITY

5.01 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 6 - CHECK-OFF OF UNION DUES

6.01 The Employer agrees to deduct such regular monthly union dues, as are levied upon all Employees covered by this Collective Agreement in accordance with the constitution and By-laws of the Union, for each month for all present Employees and of all new Employees, after the first scheduled pay period after thirty (30) calendar days of employment.

6.02 The amount of such regular monthly union dues shall be certified to the Employer by the Secretary Treasurer of the Union.

6.03 **Deductions for Union Dues and Lists**

6.03.1 The total amount of the monthly deductions will be remitted no later than fifteen (15) days after the last day of each month, by the Employer to the Secretary Treasurer of Local 2038 C.U.P.E.

6.03.2 With the monthly transmission of dues the Employer will deliver a list of the Employees names, addresses, home phone number total base wages, and amount of deductions, from whom the deductions were made

ARTICLE 7 - THE EMPLOYER & THE UNION SHALL ACQUAINT NEW EMPLOYEES

7.01 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.

7.02 At the time of the employee's orientation, the Employer agrees to provide each new unionized Employee with a Union information package. The Union shall be responsible for supplying the Employer with the information package.

ARTICLE 8 – RELATIONSHIP

8.01 The Union recognizes the right of the Employer to exercise all of the customary functions of management not restricted by this Agreement.

8.02 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.

8.03 The Employer agrees that other persons not in the bargaining unit shall not perform duties of Employees who are within the bargaining unit, except for the purpose of instruction, experimenting, or in emergencies when regular Employees are not readily available or available in sufficient numbers.

8.04 All rules, regulations and policies adopted by the Employer which affect the Employees in the bargaining unit shall:

8.04.1 be approved and signed by the Town of Taber; and

8.04.2 be forwarded to the Union; and

8.04.3 be available in printed and/or electronic form and at the workplace.

8.05 The Employer reserves the right to establish the number of Employees.

ARTICLE 9 - UNION COMMITTEES AND STEWARDS

9.01 No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union.

9.02 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.

9.03 The Employer shall notify the Union in writing of the names of the Employer's officials who are authorized to deal with the Union.

9.04 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.

9.05 Representatives of the Union appointed under Article 9.02 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 the Employer at least four (4) working days in advance.

9.06 The Employer will recognize:

9.06.1 Six (6) Stewards including a Site Representative all of whom shall be Employees of the Employer; and

9.06.2 A Union Grievance Committee of three (3) Employees of the Employer, one (1) of whom shall be the President of the Local Unit or his/her representative.

9.06.3 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 5 working days prior to commencement of negotiations.

9.07 The Employer and the Union agree to establish a Labour-Management Committee comprising of two (2) members from Management and two (2) members of the Union. The Committee shall concern itself with matters of the following general nature:

9.07.1 Improvement of Employee Employer relations.

9.07.2 Increasing operating efficiency by promoting co-operation in effecting economy moves.

9.07.3 Improvement of service to the public.

9.07.4 Promotion of safety and sanitary practices and the observance of safety rules.

9.07.5 Correction of conditions making for grievances and misunderstandings.

9.07.6 Promotion of education and training of the staff

9.07.7 And such other matters of mutual concern as the parties deem properly within their jurisdiction.

9.08 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 not more than ten (10) days after the meeting occurred for review.

9.09 The Labour-Management Committee agrees to meet jointly with the Town's other organizations as necessary to address common issues.

ARTICLE 10 - GRIEVANCE PROCEDURES

10.01 It is the mutual desire of the parties that a complaint of an Employee and/or Employees shall be resolved as promptly as possible. It is understood that an Employee has no grievance until he/she has first discussed the complaint with the immediate "Out of Scope" Supervisor without satisfaction, within five (5) days of the incident which gave rise to the complaint. An Employee, if he/she wishes, may be accompanied by his/her Steward or his/her designate.

10.02 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:

10.03 Step 1 - in the first instance, the Union shall take up such Grievance in writing, with the "Out of Scope" Supervisor or designate. Such Grievance notice shall include the details of the Grievance, including the nature of the Grievance, and the clause or clauses upon which the Grievance is based, together with the remedy being requested, within ten (10) days of the event upon which the Grievance is based. The "Out of Scope Supervisor" shall, if requested by the Employee, arrange for the presence of a Steward.

10.03.1 The Union and the Employer may mutually agree to a facilitator (such as 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.

10.03.2 The Department Head or designate will give his/her decision in writing within ten (10) days of receiving the written grievance.

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

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

10.06 **Arbitration**

10.06.1 If the Grievance is still not settled, the Union will notify the Employer of their desire to proceed to Arbitration in accordance with Article 11.

10.06.2 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 11.

10.07 Amending of Time Limits - The time limits may be extended by mutual agreement in writing by both parties to this Agreement.

10.08 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.

10.09 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.

10.09 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.

10.10 All Grievances and replies to Grievances shall be in writing.

10.11 In this Article, days shall exclude Saturdays, Sundays, and paid Holidays.

ARTICLE 11 -ARBITRATION

11.01 When either party requests that the Grievance be submitted to arbitration, the request shall be made by Registered Mail, within twenty (20) days of the reply in Step 3 addressed to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board. Within twenty (20) days thereafter the other party shall answer by Registered Mail indicating the name and address of its appointee to the Arbitration Board. The two (2) Nominees shall then agree to the selection of an impartial Chairperson

11.02 **Failure to Appoint** - If the two (2) nominees fail to agree upon a Chairperson within twenty (20) days of their appointment, the appointment shall be made in accordance with the provisions of the Alberta Labour Relations Code, upon request of either party.

11.03 **Board Procedure** -The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations to it. It shall hear and determine the difference or allegation and render a decision within twenty (20) days from the time of the hearing.

11.04 **Decision of the Board** - the decision of the majority shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions. The Board may vary a penalty as it considers just and reasonable having due regards to the terms of this Agreement.

11.05 **Expenses of the Board** - Each party shall pay:

11.05.1 the fees and expenses of the Arbitrator it appoints.
11.05.2 one-half (½) of the fees and expenses of the Chairperson.

11.06 **Amending of Time Limits** - The time limits may be extended by mutual agreement in writing by both parties to this Agreement.

11.07 **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.

11.08 In this Article, days shall exclude Saturdays, Sundays, and paid Holidays.

ARTICLE 12 - DISCHARGE, SUSPENSION AND DISCIPLINE

12.01 **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; and

12.02 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.

12.03 **Discharge and Discipline Procedure** - An Employee who has completed his/her probationary period may be dismissed, but only for just cause and only upon authority of the Chief Administrative Officer. A Department Head or designate may discipline an Employee, but shall immediately report such action to the Chief Administrative Officer. When an Employee is disciplined or discharged, he/she 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.

12.04 **May 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 10, Grievance Procedure. Article 10.01, 10.02, 10.03 and 10.04 of the Grievance Procedure shall be omitted in such cases involving discharge.

12.05 **Unjust Suspension or Discharge** - Should it be found upon investigating that an Employee has been unjustly suspended or discharged, such Employee shall be immediately reinstated in his/her former position, without loss of seniority and shall be compensated for all time lost in an amount equal to his/her 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 Board of Arbitration, if the matter is referred to such a Board.

12.06 In this article days shall exclude Saturdays, Sundays and paid Holidays.

12.07 Any disciplinary notation or warning in writing shall be removed from an Employee's record after a period of twenty-four (24) months in which he/she has not received any disciplinary warning or suspension.

ARTICLE 13 – SENIORITY

13.01 **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.

13.02 Seniority for Full-time Employees shall be based upon the date the Employee commenced in a Full-time position, plus any pro-rated seniority based upon the Employee's accumulated regular hours paid as Casual, Seasonal, Temporary or Part-time Employee, provided that the employment is continuous.

13.03 Seniority for Casuals, Seasonal, Temporary or Part-time Employees shall be calculated based upon the Employees accumulated hours paid from the date the Employee commenced work.

13.04 **Seniority List** - The Employer shall prepare one (1) seniority list for Casuals/Seasonals Employees and one (1) seniority list for all other Employees, which will be made current as of December 31st each year.

13.05 The Employer shall post the current lists for the prior year and forward a copy to the Union prior to March 1st.

13.06 If the Union finds a discrepancy in the seniority list they will address it with the Employer by April 1 of the current year.

13.07 **Loss of Seniority** - An Employee shall not lose seniority if he/she is absent from work because of sickness, accident, or lay-off. An Employee shall only lose his/her seniority in the event:

13.07.1 He/she is discharged for just cause and not reinstated.

13.07.2 He/she resigns.

13.07.3 He/she is absent from work in excess of three (3) working days without sufficient cause, or without notifying the Employer, unless such notice was not reasonably possible.

13.07.4 He/she fails to return to work within five (5) working days following a lay-off and after being notified to do so, unless through sickness or other just cause. It shall be the responsibility of the Employee to keep the Employer informed of his/her current address.

13.07.5 He/she is laid off for a period of over one (1) year.

13.07.6 He/she is a Casual Employee and has not submitted any availability or worked any shifts in the past six (6) months.

13.07.7 He/she voluntarily leaves the bargaining unit.

13.07.8 Employees shall maintain accrued seniority, but shall not accrue seniority for approved leave of absence of more than thirty (30) calendar days, with the exception of maternity leave or leave of absence granted for sick leave, education leave, or disability.

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

13.08.1 Probationary Employees shall be provided with a written review of their progress approximately half way through their probation period.

13.08.2 Probationary Periods may be extended in consultation with the Union up to an additional forty-five (45) calendar days.

13.08.3 Termination during the extended probation period would be subject to the Alberta Labour Standards provisions with respect to notice.

13.08.4 After completion of the Probationary period, seniority shall be effective from the original date of employment.

ARTICLE 14 - PROMOTION AND STAFF CHANGES

14.01 For the purposes of this Article a "vacancy" shall mean a position that is vacant for any reason.

14.02 **Temporary Vacancy**

14.02.1 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.

14.02.2 The Employer will inform the Union within 30 (thirty) calendar days if the intent of the Employer is not to fill the temporarily vacant position with a relief assignment for the duration of the vacancy and provide the reasons for such decision.

14.02.3 A Temporary vacancy may be filled by a Full-Time, Part Time, Casual 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.

14.03 **Permanent Vacancy**

14.03.1 A permanent vacancy is when a position has become vacant due to termination or resignation.

14.03.2 The Employer will inform the Union within sixty (60) calendar days of the Employer's intent regarding the position.

14.03.2.1 If the intent is to fill the position, the Employer shall post the vacancy in accordance with Article 14.02 within 5 days of providing the Union with their decision.

14.04 **Job Postings**

14.04.1 **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 for a minimum of five (5) working days in order that all Employees will know about the position and be able to make a written application.

14.04.2 **External Postings** the Employer may commence outside advertising at the time of the posting.

14.04.3 **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.

14.05 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.

14.05.1 **Order of consideration** - The following order for consideration of consideration of applicants shall apply:

a) firstly Full-time and Part-time Employees
b) next, Casual and Seasonal Employees
c) next, outside applicants

14.06 **Trial Period** - The successful internal applicant will be placed on a trial for a period of forty (40) working days. Conditional on satisfactory service, the position shall become permanent after a period of forty (40) working days. During the aforementioned trial period if the successful applicant proves unsatisfactory in the position or if he/she finds himself/herself unable to perform the duties of the new classification, he/she shall be returned to their former position at a time designated by management without loss of seniority and wages or salary.

14.07 Employees serving a Trial Period shall be provided with a written review of their progress approximately half way through their trial period.

14.08 Appointments from within the Bargaining Unit shall normally be made within twenty (20) working days of the last date of posting.

14.09 **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 14.01. 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.

14.10 **Job Descriptions** will be reviewed with the Union and be made available in printed and/or electronic form to Employees.

14.11 **Notice to Union** - The Site Representative shall be notified of all hiring's, lay-offs, transfers, recalls, and terminations of employment within five (5) working days of their occurrences.

14.12 No Employee shall be transferred to a position outside the bargaining unit without his/her written consent. If an Employee is transferred to a position outside the bargaining unit, he/she shall retain his/her seniority acquired to the date of leaving the unit, but will not accumulate any further seniority. If such an Employee later returns to the bargaining unit within ninety (90) days, he/she shall be placed in a job consistent with his/her seniority. Such return shall not result in the lay-off or bumping of an Employee holding greater seniority.

ARTICLE 15 - LAY-OFFS AND RECALLS

15.01 When lay-offs are necessary, Employees shall be laid off in the following order and recalled in reverse order, providing the Employee has the necessary qualifications and can demonstrate the ability to do the job:

15.01.1 Casual Employees,

15.01.2 Seasonal Employees.

15.01.3 Part-Time Employees,

15.01.4 Full-time Employees.

15.02 No new Employees will be hired until those laid off have been given an opportunity of re-employment.

15.03 Notice of Lay-offs

15.03.1 The Employer shall, in writing, notify permanent Employees who are to be laid off ten (10) working days before the lay-off is to be effective, or shall compensate the Employee for lack of notice accordingly.

15.04 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 he/she chooses displace an Employee with lesser seniority in any classification covered in this Agreement provided he/she has 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 14.04 Other Employees who are affected by such a move shall be allowed to exercise their seniority rights in the same manner.

ARTICLE 16 - HOURS OF WORK

16.01 The normal work week shall consist of:

16.01.1 For the Administration, Aquafun and Police Station Clerical Staff, 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. The Employer may require Administrative 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.

16.01.2 For Roads and Walks and Property Management Staff including Clerical Staff - five (5) eight (8) hour days for a total of forty (40) hours per week. Except as herein provided the normal week shall be 8:00 A.M. to 4:30 P.M., Monday through Friday, with a one half (½) hour lunch period.

16.01.3 For all other Employees, a work week shall consist of an average of eight (8) hour days for a total of forty (40) hours per week over a shift cycle with various starting hours according to operational requirements.

16.01.4 In consultation with the Employees and the Union, hours of work for the Public Service Staff may be seasonally adjusted between May 1st through September 30th each year, to 7:00 AM to 3:30 PM with one-half (½) hour for lunch.

16.01.5 The normal shift for the Communications Staff shall be twelve (12) hours, for an average of forty (40) hours per week. Should the need arise to amend this shift; the parties will meet in a Labour-Management Committee meeting to discuss the reasons for change. Should the shifts change, the affected Employees shall be given notice as per Article 16.02;

16.02 For Employees that are scheduled to work the hours of work other than those hours defined in Article 16.01 shall be considered as shift workers, and the following shall apply:

16.02.1 Straight time hours shall be incorporated into a shift schedule;

16.02.2 The maximum hours in any one shift shall not exceed twelve hours;

16.02.3 Hours of work in any one shift shall be consecutive hours except for the unpaid lunch break, where applicable.

16.02.4 There shall be a minimum of twelve 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-hour rest period between shifts will be paid at applicable overtime rates.

16.02.5 A shift cycle, when used in this Agreement, shall mean the period of time when a regular shift cycle repeats itself.

16.02.6 A shift cycle for the purposes of Part-time Employees shall mean the schedule of shifts as posted for an Employee for two (2) pay periods. Employees shall have a minimum of two (2) scheduled days off in each pay period;

16.02.7 The average hours of work over the shift cycle shall be a maximum of forty (40) hours per week;

16.02.8 Part-time Employees shall not work more than six (6) consecutive Shifts without a scheduled day off.

16.02.9 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;

16.02.10 Employees shall be given at least twenty-eight (28) calendar days notice prior to any permanent change in the Employee's shift schedule;

16.02.11 Temporary changes in the start and end times of the Employee's shift for periods up to one (1) week may be made by giving the Employee seventy-two (72) hours advance notice, otherwise the applicable overtime rates shall apply;

16.02.12 Employees shall be allowed to exchange shifts provided that:

16.02.12.1 the shift change is agreed between the two Employees in writing and signed by both Employees; and

16.02.12.2 the shift change is approved by the supervisor; and

16.02.12.3 there is no additional cost to the Employer due to overtime.

16.03 The normal lunch period shall be from twelve (12) Noon to 1:00 P.M. each day except as where agreed otherwise.

16.04 **Guaranteed Hours of Pay**

16.04.1 A Full time Employee reporting for work on his/her regular shift shall be paid his/her 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 his/her regular duties, the Employee shall be paid for at least four (4) hours.

16.04.2 A Casual, Temporary, Seasonal or Part-time Employee reporting for work on his/her regular shift shall be paid their regular rate of pay for the entire period of work with a guarantee of at least two (2) hours of pay.

16.05 **Break Period**

16.05.1 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.

16.05.2 Part-time Employees, where shift duration is less than or equal to five (5) consecutive hours, will be entitled to one (1) fifteen (15) minute break period.

16.05.3 Employees working a twelve-hour shift will not have a scheduled lunch break, however, they will receive three (3) paid fifteen (15) minute rest breaks included in the shift.

16.05.4 It is agreed the Town of Taber will pay the Communications Operators in addition to their regular wage an amount (at one and one half times (1 1/2x) their regular pay) equal to the time allocated in their shift breaks that they are unable to take. Operators shall make every effort to take their allocated breaks.

16.06 **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.

16.07 **Daylight Saving Time**

16.07.1 On the date fixed by proclamation, in accordance with the Daylight Saving 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.

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

16.09 Part-time 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 eight hours in any one day or eighty hours in any one pay period. Additional hours will be offered to minimize overtime. Part-time 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.

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

ARTICLE 17 – OVERTIME

17.01 **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.

17.02 Overtime for Part-time, Casual and Seasonal Employees shall apply to all hours worked in excess of regular hours of the shift of a Full-time Employee in the same classification in any one day, an average of eighty (80) hours in a pay period (Thursday through Wednesday for two (2) consecutive weeks as set by the payroll Department) and on a Statutory Holiday entitlement as per the Collective Agreement.

17.03 Overtime shall be calculated on the basis of time and one-half regular rate of pay for the first four (4) hours and double time thereafter, except as otherwise specified. For Employees working twelve-hour shifts, overtime will be calculated at double time of regular pay except for Statutory Holidays as Article 18.06 still applies.

17.04 On a Statutory Holiday when an Employee is scheduled to work, overtime shall be paid according to Article 17.04, and will be in addition to the regular rate of pay.

17.05 **Minimum Call Back Time** - An Employee who is called in and required to work outside his/her regular working hours shall be paid overtime at two times (X 2) 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.

17.05.1 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 (x2) the Employee's regular rate of pay.

17.05.2 Where the call back hours overlap regular scheduled time, the Employer will reduce accordingly.

17.05.3 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.

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

17.07 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.

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

17.09 **Scheduled Day Off**

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

17.09.2 Additional hours offered to permanent Part-time Employees on the Employee's scheduled day off shall be worked at straight time unless it is a statutory holiday or the Employee has accumulated more than eighty hours in the bi-weekly pay period.

17.10 The overtime provisions do not apply to seminars, courses, or travel time related to Employees 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.

17.11 **Meeting Attendance**

17.11.1 Employees that are required to attend meetings with the Employer shall be paid at the Employee's regular rate of pay except where the provisions of Article 17 apply.

17.12 **Information Sessions**

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

ARTICLE 18 - STATUTORY HOLIDAYS

18.01 The following shall be paid Statutory Holidays: New Year's Day, Alberta Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any other day proclaimed a holiday by the Federal or Provincial governments or the Town of Taber.

18.02 Easter Monday shall take effect in 2013.

18.03 **Floater Holiday** - Employees shall be entitled to a one (1) day paid floater holiday each calendar year in addition to the named paid holidays in Article 18.01 above, on the following conditions:

18.03.1 the holiday will be taken in accordance with the Employee's seniority and at a time mutually agreed upon by the Employee and the Department Head, or his/her designate, and;

18.03.2 Provided the Employee has completed six (6) months continuous employment from the initial date of hire they shall be entitled to the floater holiday.

18.03.3 The Union and the Employer agree that the floater holiday is to be taken in each calendar year and is not cumulative, without written permission from the Employer.

18.03.4 Employees who resign or are terminated and have not applied for the floater day holiday will forfeit the pay for that day, and;

18.03.5 Part-time Employees will be entitled to the floater holiday each year on a prorated basis (i.e. 5 hour day or 7 hour night).

18.03.6 Casual and Seasonal Employees will be entitled to a floater holiday each year on a prorated basis.

18.04 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.

18.05 If a statutory or declared holiday falls or is observed during an Employee's vacation period, he/she shall be allowed an additional day's vacation with regular pay.

18.06 Holiday pay is defined as being equivalent to a regular working day's pay at the Employee's classification as designated on the payroll classification page.

18.07 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.

18.08 For the purpose of calculating statutory 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 previous five (5) pay periods immediately preceding the holiday.

ARTICLE 19 – VACATIONS

19.01 During each continuous year of service in the employ of the Employer, an Employee working a compressed work week schedule shall earn vacation with pay as follows:

Years of Service	Vacation Accrual by Shifts 7.5/8hr Employees	Vacation Accrual by Shifts 12/hr Employees
Start Date to 2nd Year	10	8
3rd Year to 6th Year	15	12
7th Year to 12th Year	20	16
13th Year to 21st Year	25	20
22nd year plus	30	24

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

19.01.3 For Part Time Employees vacation shall be allocated in accordance with this article on a pro-rated basis.

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

19.02 Vacation may be taken as accrued, with the approval of the Employer, at any time following the first six (6) months of employment.

19.03 Employees will take one (1) vacation period of at least five (5) consecutive working shifts in the case of Employees working 7.5 and 8 hours per day and four (4) working shifts in the case of Employees working twelve (12) hours shifts. The remainder may be taken at a minimum of one (1) Full shift increments.

19.04 A vacation schedule will be placed in the Department by February 1st of each year. Employees shall indicate the period(s) of vacation they wish to take for that year, by April 1st;

19.05 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 7.5 and 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.

19.06 Each Employee shall be able to take a minimum of five (5) working shifts in the case of Employees working 7.5 and 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;

19.07 Vacations shall be scheduled to be taken at a time mutually agreed between the Department Head and the Employee.

19.08 Employees who do not post vacation requests by April 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.

19.09 By April 30th, the finalized schedule of vacation periods will be posted in the Department, and the Supervisor or the Employee will not alter the vacation list, unless there is mutual agreement in writing between the affected parties;

19.10 Once vacation has been scheduled it shall not be affected by the On Call rotation.

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

19.12 An Employee who resigns or is terminated from employment with the Town shall be entitled to a payment of salary or wages equal to the amount of accrued vacation entitlement that has not been used by the Employee.

19.13 Employees shall fully utilize vacation accrued by anniversary date in the year following the year it was accrued, unless the Employee applies in writing, and has been given consent in writing by the Department Head. However, no Employee will be denied the time off to fully utilize all accrued vacation time as indicated. Any unused accrued vacation will be paid out in the pay period following the above referenced anniversary date.

19.14 If an Employee is sick for three (3) days or more while taking his/her vacation, the sick days shall not be considered as vacation time, but shall be considered as sick time, provided the Employee produces a medical certificate.

19.15 Vacation time will not accrue for any leaves of absence in excess of two (2) pay periods from the commencement of the absence, except for absences for the purpose of illness, accident, Worker's Compensation or educational leave.

19.16 Vacation time while an Employee is absent due to illness, accident or Worker's Compensation and education leave shall not accrue after seventeen (17) consecutive weeks from the commencement of the absence.

ARTICLE 20 - LEAVE OF ABSENCE

20.01 Article 20 shall not apply to Seasonal Employees.

20.02 Article 20.06 and 20.07 shall not apply to Casual Employees.

20.03 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 his/her 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.

20.04 **For Union Business** - Where permission has been granted to 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.

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

20.06 **Bereavement Leave:**

20.06.1 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 wife, common law wife, husband, common law husband, 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 shall be defined using the Canada Revenue definition.

20.06.2 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.

20.06.3 Where the burial occurs outside the province the Employer may grant such additional time not to exceed three (3) calendar days as may be necessary.

20.06.4 Bereavement Leave for all Employees - time shall normally be taken within a twelve (12) day period from the date of death, however, unusual circumstances would be considered.

20.06.5 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 proceeding 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.

20.07 **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.

20.08 **Jury or Court Witness Duty** - The Employer shall grant leave of absence without loss of seniority to an Employee who serves as a juror or witness in any court with two (2) weeks written notice. The Employer shall pay such an Employee the difference between his/her normal earnings and the payment he receives for jury service or court witness, excluding payment for traveling, meals or other expenses. The Employee will present proof of service and the amount of pay received.

20.09 **Maternity or Parental Leave** - Employees with 26 weeks 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.

20.10 **Time Off for Elections** - Employees shall be allowed three (3) consecutive hours off before the closing of polls in any Federal, Provincial, or Municipal election or referendum without deduction from normal daily pay, unless other legislation is applicable.

ARTICLE 21 - SICK LEAVE

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

21.02 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:

21.02.1 Employees will accrue one (1) day per month, to a maximum accumulation of thirty (30) days,

21.02.2 for the purpose of calculating sick leave for Part-time Employees the amount shall be calculated on a prorated basis to a maximum of 48 hours. ,

21.02.3 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.

21.02.4 Article 21.02 shall not apply to Casual and Seasonal Employees.

21.03 If proof of illness is required by the Town, the Employer may require a certificate from the Employee's attending Medical Doctor. Such requirements will not be unreasonably imposed.

21.04 All Employees reporting sick shall notify their Supervisor or designate within one hour of commencement of their shift of absence through sickness, unless extenuating circumstances make this impossible. An Employee who fails to contact their Supervisor or designate prior to shift commencement may be deducted wages for the period absent.

21.05 All sick leave shall be paid at the regular rate of pay.

21.06 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).

21.07 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:

21.07.1 in the event the Employee on disability returns to work within the period of two (2) years from the date of the posting, the Employee filling the position will be returned to his/her former position;

21.07.2 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.

21.07.3 any other Employee moved because of this arrangement shall be returned to his/her former position;

21.07.4 in the event the Employee is unable to return to his/her position up to a maximum of two (2) years after the first date of disability, the Employee's employment will be terminated, then the position may be posted and filled permanently in accordance with Article 14, Promotion and Staff Changes.

21.08 **Family Sick Leave** – If no one is available to attend to the medical needs of a spouse, common-law spouse, child, or parent, an Employee may be allowed to use a maximum four (4) shifts off with pay per calendar year from accrued sick leave to care for an a family member. All provisions of Article 21 apply.

ARTICLE 22 - WORKERS' COMPENSATION

22.01 The Town of Taber shall carry Workers' Compensation Board Coverage for all Employees covered by this Agreement.

22.02 An Employee prevented from performing his/her 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 (i.e. 93% of the net pay), 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 he/she shall assign Workers' Compensation cheques to the Town of Taber.

ARTICLE 23 – BENEFITS

23.01 All Full-time and Part-time Employees shall be entitled to coverage under the following medical and hospital benefit plans. This article shall not apply to Casual and Seasonal Employees

23.01.1 Medical Plan (100% Claim Basis);

23.01.2 Life Insurance at double the Employee's annual salary, and Accidental Death and Dismemberment;

23.01.3 Weekly Indemnity (Short-term Disability);

23.01.4 Long-term disability ;

23.01.5 Vision Care; and

23.01.6 Dental Plan.

23.02 **Premiums**

23.02.1 The premiums for all those benefits described in Article 23.01 for Full-time Employees will be paid eighty percent (80 %) by the Employer and twenty percent (20%) by the Employee, with the exception of Weekly Indemnity which shall be paid one hundred percent (100%) by the Employee.

23.02.2 The premiums for those benefits described in Article 23.01 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.

23.02.3 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.

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

23.05 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.

23.06 Health Spending Account: 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.

23.07 Employees on an approved Leave of Absence as per Article 20.01 shall be responsible for one hundred percent (100%) of premiums for the duration of the Leave of Absence.

23.08 **Benefit Entitlement for Employees** – Casual/Seasonal Employees working in a relief assignment having a regular schedule, and that will be for a period of thirty (30) calendar days or more shall be entitled under the same provisions as any other Employees. (Note: The current benefit provider has up to a four (4) month eligibility period).

ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES

24.01 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.

24.02 Part-time Employees shall receive the wage rates, conditions of employment and prerequisites specified in this Agreement on a pro-rated basis according to the hours of work unless otherwise specified.

24.02.1 Seasonal Employees shall receive the wage rates in this agreement based upon accumulated number of hours (e.g. 640 hours equals one season).

24.02.2 Casual Employees shall receive the wage rates in this agreement based upon an accumulated number of hours (e.g. 1950 hours equals one year or 2080 hours equals one year or Com. Ops. 2088 hours equals one year).

24.03 **Assuming Another Classification**

24.03.1 A relief assignment in this article shall mean when an Employee is assigned to fill a position that has been made temporarily vacant.

24.03.2 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 he/she is 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 he/she is listed on the payroll.

24.03.3 If an Employee in his/her present classification is unable to fulfill the requirements of his/her position because of medical or other extenuating circumstances, he/she may be assigned to a lesser position at the applicable rate in discussion with the Labour Management Committee.

24.04 **On The Job Training**

24.04.1 The Town will endeavor to institute a system of on-the-job training with the intent and purpose that every Employee is given an opportunity of making himself/herself more qualified.

24.04.2 The Employer shall pay the cost of any job related training courses that are required by the Employer to keep up the Employees certification at the level required by the Town of Taber.

24.04.3 Changes in classifications - When the duties in any classification are changed or where the Union and/or an Employee is of the opinion he/she is unfairly or incorrectly classified or when any position not covered by Schedule "A" is established during the term of this Agreement, the rate of pay 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 Arbitration Board and such decision shall be binding on both parties.

24.05 **Shift Differential**

24.05.1 A shift differential of $1.00 per hour effective January 1, 2009 will be paid for every hour worked from 5:00 P.M. to 8:00 A.M., except as affected by seasonally adjusted hours of the Public Services Department under Article 16.01.3.

24.05.2 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 17.10 and 17.10 of this Agreement.

24.05.3 Shift Differential shall not be paid on meetings attended, training programs provided, and conferences attended.

24.06 **On Call**

24.06.1 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. An Employee on this period of On Call shall be paid an On Call fee of:

24.06.1.1 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.

24.06.2 It is recognized that the provisions of Article 17.05 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.

24.06.3 Employees shall be allowed to exchange On Call shifts provided that prior to the exchange:

24.06.3.1 the shift change is agreed between the two Employees in writing and signed by both Employees;

24.06.3.2 every effort will be made to ensure that the shift change is approved by the supervisor; and

24.06.3.3 such approval will not be unreasonably withheld.

24.07 **Clothing Supplied**

24.07.1 All permanent Employees in Public Services Roads/walks, transfer station and recreation operators will be issued up to three (3) sets of regular coveralls and up to two (2) sets of insulated coveralls on an as needed basis. The Town will be responsible for the cost of the laundering, repair and replacement of coveralls.

24.07.2 All permanent Employees in the Parks & Recreation Department will be supplied with an initial issue of one (1) pair of coveralls and one (1) Town jacket.

24.07.3 Aquafun Centre Staff

24.07.3.1 Aquafun Centre Staff upon hiring will be supplied with an initial issue of two (2) uniforms consisting of shorts, and T-Shirts.

24.07.3.2 Upon completion of the probationary period and upon presentation of receipts, the Employer will provide a contribution of $75.00 for the acquisition of swimsuits and sweatshirts.

24.07.3.3 Annually thereafter, the Town will provide $75.00 towards swimsuits and sweatshirts upon presentation of receipts.

24.07.3.4 Shorts and T-shirts will be replaced on an as needed basis.

24.07.3.5 Supplied clothing will be replaced on as needed basis when the worn out pair or article is returned to the Employer.

24.07.3.6 Employees will be responsible to launder, repair and keep the clothing clean.

24.07.3.7 It is understood that supplied clothing will only be worn while undertaking duties for the Town of Taber.

24.08 The Employer shall supply tools and equipment required by Employees in the performance of their duties, subject to prior approval by the Department Head or designate. Replacements will be made by producing the worn or broken equipment. Employees who lose items issued of a personal nature (i.e. tape measure, trowel, etc.), may be held responsible for replacement in consultation with the Labour Management Committee.

24.09 The most 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.

ARTICLE 25 - SAFETY AND HEALTH

25.01 The Employer acknowledges its responsibility to observe all reasonable precautions for the safety, health and sanitation of its Employees during working hours and shall supply such equipment as is necessary for this purpose.

25.02 The Union acknowledges its responsibility and that of its members to co-operate in the maintenance of safe working practices and conditions and in the observance of rules in this regard.

25.03 The Employer will make every reasonable effort to ensure that Employees are not required to work under hazardous 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.

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

25.05 The Town will provide an annual payment of one hundred and twenty-five ($125.00) dollars upon receipt towards the purchase of C.S.A. approved safety footwear to each Employee who is required to wear such footwear.

ARTICLE 26 – GENERAL

26.01 Wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so required.

26.02 The Employer and the Union agree on the principle of equal pay for work of equal value.

26.03 The term Day being used in this Agreement shall exclude Saturdays, Sundays and Holidays.

26.04 Defining Year

26.04.1 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. However, wages, benefits and other monetary adjustments that become effective on January 1st shall be calculated from the start of the first pay period in the payroll year they are to become effective.

26.04.2 For wages, benefits and other monetary adjustments that become affective during the year, they shall be calculated from the pay period closest to the first day of the month they become effective.

ARTICLE 27 - BULLETIN BOARD

27.01 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.

27.02 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 28 – NOTICES

28.01 Each Employee shall keep the Town informed of his/her current address, telephone number and email address (if applicable).

28.02 All communications between the parties, unless otherwise specified, shall be addressed to:

28.02.1 The President and Secretary of Local 2038, C.U.P.E., or his/her representative who shall be an Employee of this Employer, at last known address (in case of the Union);

28.02.2 The Chief Administrative Officer or his/her designate;

28.02.3 The C.U.P.E. National Representative.

ARTICLE 29 - TERM OF AGREEMENT

29.01 This Agreement shall be binding and remain in effect for a period from January 1, 2012 to December 31, 2014, 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 31st 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.

SIGNED ON BEHALF OF
THE TOWN OF TABER

[redacted]
CHIEF ADMINISTRATIVE OFFICER

June 12, 2012
DATE

SIGNED ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES LOCAL 2038

[redacted]
PRESIDENT

[redacted]
SECRETARY

June 8, 2012
DATE

Schedule "A"

CLASSIFICATION	2012 START	STEP 1 >1 Year	STEP 2 >3 Years	STEP 3 >5Years	STEP 4 >7 Years
Administrative Assistant	$ 25.52	$ 25.90	$ 26.29	$ 26.68	$ 27.08
Bylaw Officer	$ 24.37	$ 24.74	$ 25.10	$ 25.48	$ 25.86
Cashier	$ 15.26	$ 15.48	$ 15.73	$ 15.95	$ 16.20
Clerk Typist I	$ 20.56	$ 20.88	$ 21.18	$ 21.50	$ 21.83
Clerk Typist II	$ 21.96	$ 22.29	$ 22.62	$ 22.97	$ 23.32
Communications Operator I	$ 25.52	$ 25.90	$ 26.29	$ 26.68	$ 27.08
Communications Operator II	$ 27.13	$ 27.55	$ 27.97	$ 28.39	$ 28.80
Community Peace Officer I	$ 25.29	$ 25.66	$ 26.05	$ 26.44	$ 26.84
Custodian	$ 18.84	$ 19.13	$ 19.41	$ 19.71	$ 19.99
Development Officer	$ 27.15	$ 27.56	$ 27.97	$ 28.39	$ 28.82
Facility Maintenance Coordinator	$ 26.07	$ 26.47	$ 26.87	$ 27.27	$ 27.68
Information Technology Assistant	$ 23.96	$ 24.32	$ 24.69	$ 25.06	$ 25.45
Jail Guard	$ 17.31	$ 17.57	$ 17.83	$ 18.11	$ 18.47
Lifeguard/Instructor I	$ 16.02	$ 16.26	$ 16.51	$ 16.76	$ 17.01
Lifeguard/Instructor II	$ 18.40	$ 18.68	$ 18.95	$ 19.24	$ 19.52
Maintenance Operator I	$ 22.44	$ 22.78	$ 23.12	$ 23.47	$ 23.82
Maintenance Operator II	$ 24.37	$ 24.74	$ 25.10	$ 25.48	$ 25.86
Maintenance Operator III	$ 26.07	$ 26.47	$ 26.87	$ 27.27	$ 27.68
Operator	$ 24.37	$ 24.74	$ 25.10	$ 25.48	$ 25.86
Planner	$ 28.58	$ 29.01	$ 29.45	$ 29.89	$ 30.33
Purchasing Agent	$ 23.76	$ 24.11	$ 24.47	$ 24.84	$ 25.21
Recreation Operator I	$ 22.44	$ 22.78	$ 23.12	$ 23.47	$ 23.82
Recreation Operator II	$ 24.37	$ 24.74	$ 25.10	$ 25.48	$ 25.86
Recreation Operator III	$ 26.07	$ 26.47	$ 26.87	$ 27.27	$ 27.68
Seasonal Level I (First Season)	$ 14.87	$ -	$ -	$ -	$ -
Seasonal Level II (Second Season)	$ 16.01	$ -	$ -	$ -	$ -
Seasonal Level III (Third Season)	$ 17.31	$ -	$ -	$ -	$ -
Tradesman	$ 27.87	$ 28.28	$ 28.71	$ 29.14	$ 29.57

2013

CLASSIFICATION	START	STEP 1 >1 Year	STEP 2 >3 Years	STEP 3 >5Years	STEP 4 >7 Years
Administrative Assistant	$ 26.03	$ 26.42	$ 26.81	$ 27.22	$ 27.62
Bylaw Officer	$ 24.86	$ 25.23	$ 25.60	$ 25.99	$ 26.37
Cashier	$ 15.56	$ 15.79	$ 16.04	$ 16.27	$ 16.52
Clerk Typist I	$ 20.97	$ 21.30	$ 21.60	$ 21.93	$ 22.26
Clerk Typist II	$ 22.40	$ 22.73	$ 23.08	$ 23.43	$ 23.78
Communications Operator I	$ 26.03	$ 26.42	$ 26.81	$ 27.22	$ 27.62
Communications Operator II	$ 27.67	$ 28.10	$ 28.53	$ 28.95	$ 29.38
Community Peace Officer I	$ 25.79	$ 26.18	$ 26.57	$ 26.97	$ 27.37
Custodian	$ 19.22	$ 19.51	$ 19.80	$ 20.10	$ 20.39
Development Officer	$ 27.70	$ 28.11	$ 28.53	$ 28.95	$ 29.39
Facility Maintenance Coordinator	$ 26.59	$ 27.00	$ 27.40	$ 27.82	$ 28.24
Information Technology Assistant	$ 24.44	$ 24.80	$ 25.19	$ 25.56	$ 25.96
Jail Guard	$ 17.66	$ 17.93	$ 18.19	$ 18.47	$ 18.84
Lifeguard/Instructor I	$ 16.34	$ 16.58	$ 16.84	$ 17.09	$ 17.35
Lifeguard/Instructor II	$ 18.77	$ 19.05	$ 19.33	$ 19.62	$ 19.91
Maintenance Operator I	$ 22.89	$ 23.23	$ 23.59	$ 23.94	$ 24.29
Maintenance Operator II	$ 24.86	$ 25.23	$ 25.60	$ 25.99	$ 26.37
Maintenance Operator III	$ 26.59	$ 27.00	$ 27.40	$ 27.82	$ 28.24
Operator	$ 24.86	$ 25.23	$ 25.60	$ 25.99	$ 26.37
Planner	$ 29.15	$ 29.59	$ 30.04	$ 30.48	$ 30.94
Purchasing Agent	$ 24.23	$ 24.60	$ 24.96	$ 25.33	$ 25.72
Recreation Operator I	$ 22.89	$ 23.23	$ 23.59	$ 23.94	$ 24.29
Recreation Operator II	$ 24.86	$ 25.23	$ 25.60	$ 25.99	$ 26.37
Recreation Operator III	$ 26.59	$ 27.00	$ 27.40	$ 27.82	$ 28.24
Seasonal Level I (First Season)	$ 15.17	$ -	$ -	$ -	$ -
Seasonal Level II (Second Season)	$ 16.33	$ -	$ -	$ -	$ -
Seasonal Level III (Third Season)	$ 17.66	$ -	$ -	$ -	$ -
Tradesman	$ 28.42	$ 28.85	$ 29.29	$ 29.72	$ 30.16

2014

CLASSIFICATION	START	STEP 1 >1 Year	STEP 2 >3 Years	STEP 3 >5Years	STEP 4 >7 Years
Administrative Assistant	$ 26.81	$ 27.21	$ 27.62	$ 28.03	$ 28.45
Bylaw Officer	$ 25.60	$ 25.99	$ 26.37	$ 26.77	$ 27.17
Cashier	$ 16.03	$ 16.27	$ 16.52	$ 16.76	$ 17.02
Clerk Typist I	$ 21.60	$ 21.94	$ 22.25	$ 22.59	$ 22.93
Clerk Typist II	$ 23.07	$ 23.41	$ 23.77	$ 24.13	$ 24.50
Communications Operator I	$ 26.81	$ 27.21	$ 27.62	$ 28.03	$ 28.45
Communications Operator II	$ 28.50	$ 28.94	$ 29.38	$ 29.82	$ 30.26
Community Peace Officer I	$ 26.57	$ 26.96	$ 27.37	$ 27.78	$ 28.19
Custodian	$ 19.79	$ 20.09	$ 20.39	$ 20.70	$ 21.00
Development Officer	$ 28.53	$ 28.95	$ 29.38	$ 29.82	$ 30.27
Facility Maintenance Coordinator	$ 27.39	$ 27.81	$ 28.23	$ 28.65	$ 29.08
Information Technology Assistant	$ 25.17	$ 25.55	$ 25.94	$ 26.33	$ 26.74
Jail Guard	$ 18.19	$ 18.46	$ 18.73	$ 19.02	$ 19.41
Lifeguard/Instructor I	$ 16.84	$ 17.08	$ 17.35	$ 17.61	$ 17.87
Lifeguard/Instructor II	$ 19.33	$ 19.62	$ 19.91	$ 20.21	$ 20.51
Maintenance Operator I	$ 23.58	$ 23.93	$ 24.29	$ 24.66	$ 25.02
Maintenance Operator II	$ 25.60	$ 25.99	$ 26.37	$ 26.77	$ 27.17
Maintenance Operator III	$ 27.39	$ 27.81	$ 28.23	$ 28.65	$ 29.08
Operator	$ 25.60	$ 25.99	$ 26.37	$ 26.77	$ 27.17
Planner	$ 30.03	$ 30.48	$ 30.94	$ 31.40	$ 31.87
Purchasing Agent	$ 24.96	$ 25.33	$ 25.71	$ 26.09	$ 26.49
Recreation Operator I	$ 23.58	$ 23.93	$ 24.29	$ 24.66	$ 25.02
Recreation Operator II	$ 25.60	$ 25.99	$ 26.37	$ 26.77	$ 27.17
Recreation Operator III	$ 27.39	$ 27.81	$ 28.23	$ 28.65	$ 29.08
Seasonal Level I (First Season)	$ 15.62	$ -	$ -	$ -	$ -
Seasonal Level II (Second Season)	$ 16.82	$ -	$ -	$ -	$ -
Seasonal Level III (Third Season)	$ 18.19	$ -	$ -	$ -	$ -
Tradesman	$ 29.28	$ 29.72	$ 30.17	$ 30.62	$ 31.07

LETTER OF UNDERSTANDING "A"

BETWEEN:

THE TOWN OF TABER

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2038

The Town of Taber hereby provides the assurance to CUPE Local 2038 that the Town's Full-time jobs will be maintained for the years 2012, 2013, and 2014, and if positions are to be cut/eliminated as a last resort, the Town will advise of same and meet with the Union to consider other alternatives, if available.

Signed this 8th day of June, 2012.

On behalf of the Employer

[redacted]

On behalf of the Union

[redacted]

[redacted]

LETTER OF UNDERSTANDING "B"

BETWEEN:

THE TOWN OF TABER

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2038

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

1. Maintenance Operator I to Maintenance Operator II:

   a) Qualifications and Certifications:

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

   b) Minimum one (1) year of equipment operation/experience
   c) Satisfactory Performance Evaluations.

Recreation Operator I to Recreation Operator II:

a) Qualifications and Certifications:

i. Current Defensive Driving Certificate.
ii. Valid Class 5 Operators License.
iii. As deemed necessary by the Supervisor, current pesticide applicator license or current Canadian Playground Safety Institute certification.
iv. Certification in basic tree pruning, Arena Operator II, Park & Sportsfield Operator II, safe operation of chainsaw, skid steer, and aerial lift truck.
v. WHMIS, Standard First Aid, , CPR, AEO and Fire Extinguisher training
vi. AMHSA programs including Formal Workplace Inspections, Hazard Assessment and Hazard 10 & Control.

b) Minimum one (1) year experience in Recreation facility operations
c) Satisfactory Performance Evaluations.

Signed this 8th day of June, 2012.

On behalf of the Employer

[redacted]

On behalf of the Union

[redacted]

[redacted]

LETTER OF UNDERSTANDING "C"

BETWEEN:

THE TOWN OF TABER

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2038

Whereas the Employer recognize Flex-time is an alternative work schedule to accommodate Employee needs or preferences and Flex-time allows Employees to have extended hours ensuring increased customer service opportunities.

The Flex-time 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 flex-time schedule.

The Flex-time schedule must be operationally viable and can be discontinued at any time, at Management's discretion.

Flex-time must be earned outside the Normal Work Day which ensures at least a one-half (½) hour meal break at approximately the midpoint in the work day.

Utilization of Flex-time will normally be accumulated in periods of thirty (30) minute intervals per day.

No more than three (3) days of earned but unused Flex-time may be held at one time.

Flex-time will be earned and used on a regularly scheduled basis.

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.

Signed this 8th day of June, 2012.

On behalf of the Employer

[redacted]

On behalf of the Union

[redacted]

[redacted]

LETTER OF UNDERSTANDING "D"

BETWEEN:

THE TOWN OF TABER

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2038

Whereas the Employer and the Union recognize Schedule "A" requires a process to allow Employees to move from one step to the next step;

Full-time Employees will proceed to the next step progression based on their anniversary date effective January 1, 2012 until December 31, 2014 and will conclude unless a performance evaluation process has been agreed to by the Employer and the Union.

Part-time, Casual, Seasonal and Temporary Employees will proceed to the next step progression when the Employee accumulates Full-time equivalency and will conclude unless a performance evaluation process has been agreed to by the Employer and the Union. Hours shall be calculated using LAPP pensionable hour definitions.

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 date will be established based on the number of weeks the Employee was away.

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

The Performance Review process should enable the Employee to:

- Increase the Employee's performance, and recognize the Employee meeting the Employer's expectations.
- Identify career goals and develop skills for the Employee.
- Have an opportunity for input and/or for exchange of information between the supervisor and the Employee.
- Understand the Employee's role in organization.

The Performance Review process should enable the Supervisor to:

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

Signed this 8th day of June, 2012.

On behalf of the Employer

[redacted]

On behalf of the Union

[redacted]

[redacted]

LETTER OF UNDERSTANDING "E"

BETWEEN:

THE TOWN OF TABER

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2038

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

Alberta Health Care Premiums:

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

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

Signed this 8th day of June, 2012.

On behalf of the Employer

[redacted]

On behalf of the Union

[redacted]

[redacted]

LETTER OF UNDERSTANDING "F"

BETWEEN:

THE TOWN OF TABER

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2038

Whereas the Employer and the Union recognize the need to amend Article 16.05 of the Collective Agreement as follows:

16.05 The normal work week shall consist of:

For the Administration, Aquafun, EMS and Police Station Clerical Staff, 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. The Employer may require Administrative Clerical Staff to adjust their schedule up to sixty minutes (60) minutes for operational requirements, but the Employee shall not exceed seven and one half (7 ½) hours per day.

Signed this 8th day of June, 2012.

On behalf of the Employer

[redacted]

On behalf of the Union

[redacted]

[redacted]

LETTER OF UNDERSTANDING "G"

BETWEEN:

THE TOWN OF TABER

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2038

Whereas the following clause in ARTICLE 16-HOURS OF WORK states:

16.02.11 Temporary changes in the start and end times of the Employee's shift for periods up to one (1) week may be made by giving the Employee seventy-two {72) hours advance notice, otherwise the applicable overtime rates shall apply.

Whereas it is recognized that changing a start and end time of a shift does not necessarily result in the employee incurring overtime; and

Whereas both parties agree that the intent of clause 16.02.11 is to compensate employees for the inconvenience of having to rearrange their schedule on short notice for days they were already scheduled to work.

Therefore the parties agree that the compensation applicable under clause 16.02.11 will be 1.5x the employee's regular rate of pay for days the employee was already scheduled to work when the Employer changed the start and end time of their shift without seventy-two (72) hours' notice.

This compensation will not be paid for any additional shifts that the Employer may request a part-time work. Nor will it be paid if the Employer asks a part-time Employee to work beyond the regular scheduled shift and the Employee agrees.

SIGNED ON BEHALF OF
THE TOWN OF TABER

[redacted]
CHIEF ADMINISTRATIVE OFFICER

[redacted]
PRESIDENT LOCAL 2038

[redacted]
SECRETARY LOCAL 2038

FEBRUARY 14/2013
DATE

SIGNED ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES LOCAL 2038

Feb 15/2013

LETTER OF UNDERSTANDING "H"

BETWEEN

THE TOWN OF TABER

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 2038

RE: SCHEDULE "A" PAY GRID

Schedule "A" Pay Grid of the 2012-2014 CUPE Collective Agreement is hereby amended to detail the pay grid for Purchasing Agent designation subsequent to an examination of wages currently being paid for similar duties in similar size municipalities.

	Start	Step 1 >1 Year	Step 2 >3 Years	Step 3 >5 Years	Step 4 >7 Years
2013	$24.60	$24.96	$25.33	$25.72	$26.11
2014	$25.33	$25.71	$26.09	$26.49	$26.89

Signed this 4 day of OCTOBER, 2013, effective September 12, 2013.

Signed on behalf of the Town of Taber

[redacted]
Chief Administrative Officer

Signed on behalf of the Canadian Union of Public Employees Local 2038

[redacted]
President

[redacted]
Secretary

LETTER OF UNDERSTANDING "I"

BETWEEN:
THE TOWN OF TABER
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2038

Whereas ARTICLE 14.06 establishes a forty (40) working day Trial Period for successful internal job applicants; and

Whereas ARTICLE 14.07 speaks to written feedback to an employee during their 40 day trial period but does not address how concerns arising with the Trial Period will be handled; and

Whereas the Town and the Union believe that there may be benefit to both the employer and employee if the trial period may be extended in some fashion based on the mid-point, written review;

Now, therefore, the Town and CUPE Local 2038 agree to delete the current ARTICLE 14.07 and replace it as follows:

14.07 Employees serving a Trial Period shall be provided with a written review of their progress approximately half way 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 14.06 will continue through this extended Trial Period.

SIGNED ON BEHALF OF
THE TOWN OF TABER

[redacted]
CHIEF ADMINISTRATIVE OFFICER

October 4/2013
DATE

SIGNED ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES LOCAL 2038

[redacted]
PRESIDENT

[redacted]
SECRETARY

November 4, 2013
DATE

LETTER OF UNDERSTANDING "J"

BETWEEN:

THE TOWN OF TABER

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2038

The parties agree that Article 25.05 requires interpretation therefore the following parameters will be used when administering Article 25.05.

All Employees required to wear such footwear shall receive an annual payment of one hundred and twenty-five ($125.00) dollars upon receipt towards the purchase of CSA approved safety footwear. Should an Employee not pass probation and the Employee has in fact received the one hundred and twenty-five ($125.00), the Employer will deduct the hundred and twenty-five ($125.00) from the last pay cheque owed to the Employee.

Signed this 10 day of April, 2014

On behalf of the Employer

[redacted]

CHIEF ADMINISTRATIVE OFFICER

On behalf of the Union

[redacted]

PRESIDENT

[redacted]

Recording Secretary

/bm
Cope#491

LETTER OF UNDERSTANDING "K"

BETWEEN:

THE TOWN OF TABER

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2038

Letter of Understanding "D" signed on June 8th, 2012 does not properly address the relationship between an Employee's Performance Evaluation and wage increment.

Therefore, the parties agree that this Letter of Understanding "K" will replace Letter of Understanding "D".

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 anniversary date.

Part-time, Casual, Seasonal and Temporary Employees **may** proceed to the next step progression when the Employee accumulates Full-time equivalency. Hours shall be calculated using LAPP pensionable hour definitions.

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 date will be established based on the number of weeks the Employee was away.

Movement on the **wage** grid will be consistently administered as identified above. **However, should an Employee be disciplined in the subject year he or she might not proceed to the next step on the wage grid on his or her anniversary date but will be reevaluated no later than the next anniversary date.**

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

The Performance Review process should enable the Employee to:

- Increase the employee's performance, and recognize the Employee meeting the Employer's expectations.
- Identify career goals and develop skills for the employee.
- Have an opportunity for input and/or for exchange of information between the supervisor and the employee.
- Understand the employee's role in organization.

The Performance Review process should enable the Supervisor to:

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

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

This process will become effective on the date of signing by both parties.

Signed this 10 day of July, 2014

On behalf of the Employer

[redacted]

On behalf of the Union

[redacted]

PRESIDENT

[redacted]

Recording Secretary

LETTER OF UNDERSTANDING "L"

BETWEEN:

THE TOWN OF TABER

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2038

Given unique circumstances in the accounts payable and payroll clerk positions, CUPE and the Town agree to the creation of a casual accounts payable clerk position by the Town, and the parties agree that this position will be eligible for Local Authorities Pension Plan. This position will be for a period not to exceed 90 days, with the option to re-visit and/or extend the position through mutual agreement of the parties. The provisions agreed to for this position will be on a without prejudice or precedent setting basis.

Signed on this 9th day of July, 2014.

SIGNED ON BEHALF OF
THE TOWN OF TABER

[redacted]
CHIEF ADMINISTRATIVE OFFICER

July 9 | 2014.
DATE

SIGNED ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES LOCAL 2038

[redacted]
PRESIDENT

[redacted]
SECRETARY

July 9, 2014
DATE