

COLLECTIVE AGREEMENT

BETWEEN

THE TOWN OF TABER



TOWN OF TABER

AND

CUPE / *Canadian Union
of Public Employees*

THE CANADIAN UNION OF

PUBLIC EMPLOYEES

(EMERGENCY SERVICES EMPLOYEES)

LOCAL 2038

APRIL 1, 2011 – MARCH 31, 2012

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LETTER OF UNDERSTANDING A

THIS AGREEMENT made this 11 day of April, 2012.

BETWEEN:

THE TOWN OF TABER

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2038
(Emergency Services Employees)

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 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 security 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 Emergency Services Employees as per the authority granted by the Alberta Labour Code and the decision of the Alberta Labour Relations Board, certificate number 161-2006.
- 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

- 3.01 Full-time Employees - the words "Full-time Employees" when used in this Agreement shall mean any Employee who is filling a full-time position and has successfully completed the required probationary period.
- 3.02 Part-Time Employees The words "Part-Time Employees" when used in this Agreement shall mean any Employee who is filling a part-time position and is regularly scheduled to work less than the regular hours of a full-time position.

- 3.03 Casual Employees - the words "Casual Employees" when used in this Agreement shall mean any Employee who is not regularly scheduled. Casual employees shall be entitled to all the provisions of this Collective Agreement except Article 23. (With the exception of 23.04)
- 3.04 Probationary Employees - the words "Probationary Employees" when used in this Agreement shall mean any Employee filling a position coming within the scope of the Agreement and is serving the required probationary period.
- 3.05 Temporary Assignment - the words "Temporary Assignment" when used in this Agreement shall mean a position that has been made temporarily vacant due to illness, accident, leave of absence or vacation, until the regular Employee returns.
- 3.05.1 A temporarily vacant position of up to thirty (30) calendar days shall be filled by the most senior Employee who wishes to take the position and is qualified to do the work, or the Employer may hire a new Employee when the position is unable to be filled by a current Employee.
- 3.05.2 Where there is a temporarily vacant position of thirty (30) calendar days or more, the Employer shall post the vacancy in accordance with Article 14.02.1.
- 3.06 Continuous Service when used in this Collective Agreement shall mean the length of service without any break of greater than ninety (90) days.
- 3.07 Scheduling Requirements – shall mean any time an EMT is available to cover an EMT, or a Paramedic is available to cover a Paramedic. The Employer may also choose to have an EMT cover a Paramedic, or a Paramedic cover an EMT.
- 3.08 Contact – shall be defined as when the Employer establishes personal contact or calls the primary contact number provided by the Employee. If the call is not answered, the Employer may proceed down the list.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 The Employer and the Union agree that no Employee shall be subject to:
- 4.01.1 Discrimination, 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 Any harassment occurring from unwelcomed physical or verbal conduct that belittles, or causes personal humiliation and/or embarrassment.

4.01.3 Sexual harassment occurring from unwanted sexual advances, requests or sexual favours, and other verbal or physical conduct of a sexual nature. Cases of sexual harassment will be considered discrimination on the grounds of gender and in violation of the Human Rights, Citizenship and Multiculturalism Act of Alberta.

4.02 Reporting Procedure:

4.02.1 An Employee, who believes that they have been subject to discrimination, harassment, or sexual harassment, has a responsibility to advise the offender that the action is unacceptable behaviour and unwelcome.

4.02.2 If the affected Employee feels for any reason that they cannot directly confront the alleged offender, the concern may be brought forward to the Harassment Committee who will determine the next appropriate action. Further, whether the Employee or the Harassment Committee undertakes to do so, there is a requirement that the alleged offender will be advised of the particular actions that are deemed to be unacceptable behaviour and unwelcome, and that the following procedure will thereafter be commenced.

4.02.3 After advising the offender as per Article 4.02.1, it is important that the Employee keeps records of dates, times and the nature of the behaviour and the names of people who may have witnessed the incident(s). Also record what action was taken to stop the discrimination, harassment or sexual harassment.

4.02.4 The incident(s) of perceived discrimination, harassment or sexual harassment should be reported by the Employee to their supervisor and/or the Union as soon as possible after the occurrence of the alleged discrimination, harassment or sexual harassment.

4.02.5 Where, due to perceived involvement or bias, the Employee is not able to proceed through their supervisor, they may report it directly to the Chief Administrative Officer and/or the Union.

4.02.6 At any step of the above, the matter may be processed through the Union and 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, 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 or Treasurer of Local 2038 C. U. P. E.

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

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.

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 to employees 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 Union Committees members 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 be given to the Employer at least four (4) working days in advance where possible.
- 9.06 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. From time to time, the Labour-Management Committee agrees to meet jointly with the Town's other organizations to address common issues. The Committee shall concern itself with matters of the following general nature:
- 9.06.1.1 Improvement of Employee-Employer relations.
- 9.06.1.2 Increasing operating efficiency by promoting co-operation in effecting economy moves.
- 9.06.1.3 Improvement of service to the public.
- 9.06.1.4 Promotion of safety and sanitary practices and the observance of safety rules.
- 9.06.1.5 Suggestions from Employees, questions of working conditions and service (but not grievances concerned with service).
- 9.06.1.6 Correction of conditions making for grievances and misunderstandings.
- 9.06.1.7 Promotion of education and training of the staff.
- 9.06.1.8 And such other matters of mutual concern as the parties deem properly within their jurisdiction.
- 9.07 Meetings of the Labour-Management Committee shall be held at least twice per year, at a time mutually agreeable to both parties. A statement outlining the matters for discussion will be submitted by each party not less than ten (10) working days prior to the time of the scheduled meeting, except in the case of emergency. Minute taking of the Labour-Management Committee shall be alternated between Union and Management, and forwarded to the respective parties not more than ten (10) days after the meeting occurred.

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 Supervisor without satisfaction. An Employee, if he/she wishes, may be accompanied by his/her Steward or the designated Union representative.
- 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, an Employee shall take up such Grievance in writing, with the Department Head. 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 eight (8) days of the event upon which the Grievance is based. The Department Head shall, if requested by the Employee, arrange for the presence of a Steward.
- 10.03.2 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 will give his/her decision in writing within five (5) days.
- 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 Department Head, be submitted in writing by the Union to the Chief Administrative Officer, to be dealt with at a meeting of the affected parties, to be held within ten (10) days of the submission. The decision of the Chief Administrative Officer shall be given in writing within five (5) days after the meeting where it was discussed.
- 10.05 Arbitration
- 10.05.1 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.
- 10.05.2 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.
- 10.06 Amending of Time Limits - The time limits may be extended by consent of the parties to this Agreement.

- 10.07 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.
- 10.08 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 2 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 (1/2) of the fees and expenses of the Chairperson.
- 11.06 Amending of Time Limits - The time limits may be extended by consent of the parties to this Agreement.

11.07 Witnesses - At any stage of the Grievance or 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 AND DISCIPLINE

12.01 Disciplinary Action - Whenever an Employee is disciplined and the discipline is intended to be a matter of 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 may discipline an Employee, but shall immediately report such action to the Chief Administrative Officer. When an Employee is disciplined or discharge, 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 disciplined or discharged shall be entitled to a hearing under Article 10, Grievance Procedure. Article 10.01, 10.02, and 10.03 of the Grievance Procedure shall be omitted in 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 personnel file 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.
- 13.02.1 Seniority for Casual Employees hired prior to September 1, 2011, shall be defined as the length of service with the Employer in the Bargaining Unit, including service prior to certification of the Union.
- 13.02.2 Seniority for Casual Employees hired after September 1, 2011, shall be calculated based upon the Employee's accumulated hours paid from the date the Employee commenced work.
- 13.03 Seniority List - The Employer shall prepare one (1) seniority list for Casuals and one (1) seniority list for all other Employees.
- 13.04 The Employer shall post a copy of the list and forward a copy to the Union. The list shall be brought up to date as at the end of February year.
- 13.05 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:
- 13.05.1 He/she is discharged for just cause and not reinstated.
- 13.05.2 He/she resigns.
- 13.05.3 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.
- 13.05.4 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.
- 13.05.5 He/she is laid off for a period of over one (1) year.
- 13.05.6 He/she is a casual employee and has not submitted any availability or worked any shifts in the past six (6) months.
- 13.05.7 He/she voluntarily leaves the bargaining unit.
- 13.05.8 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.
- 13.06 Probationary Employees - Newly hired Employees shall be considered on probation for a period of 20 shifts from the date of hiring.

- 13.06.1 Probationary Employees shall be provided with a written review of their progress approximately half way through their probation period.
- 13.06.2 Probationary periods may be extended in consultation with the Union up to an additional 10 shifts.
- 13.06.2 During the probationary period new Employees shall be entitled to all rights and privileges of this Agreement except with respect to discharge for just cause. The employment of such Employees may be terminated at any time during the probation period without recourse to Grievance Procedure.
- 13.06.3 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 permanent position that is vacant for any reason.
- 14.02 Job Postings:
 - 14.02.1 The Employer has the right to decide on the posting of positions.
 - 14.02.2 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.
 - 14.02.3 External Postings the Employer may commence outside advertising at the time of the posting.
 - 14.02.4 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.
- 14.03 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.
- 14.04 Trial Period - The successful internal applicant will be placed on a trial for a period of 20 shifts. Conditional on satisfactory service, the position shall become permanent after a period of 20 shifts. 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.

- 14.05 Employees serving a Trial Period shall be provided with a written review of their progress approximately half way through their trial period.
- 14.06 Appointments from within the Bargaining Unit shall be made within twenty (20) working days of the last date of posting.
- 14.07 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.
- 14.08 Job Descriptions will be available in printed and/or electronic form to Employees.
- 14.09 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.
- 14.10 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 Part-Time Employees,
- 15.01.3 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 For the purpose of this Article, the following definitions shall apply:

16.01.1 Tour shall mean a set of four (4) consecutive shifts which form part of a normal rotation.

16.01.2 Shift shall mean a twenty-four (24) consecutive hour period consisting of core, flex and on call hours commencing at 07:00 hours.

16.01.3 Core Hours shall consist of the first eight (8) consecutive hours of duty in a shift for which the Employee is compensated at the Employee's basic rate of pay.

16.01.3 (a) Daytime Core Hours shall commence at 07:00 hours;

16.01.3 (b) Evening Core Hours shall commence at 15:00 hours.

16.01.4 Flex Hours – shall consist of four (4) hours of on call in a shift outside of the core hours in which the Employee is compensated at the Employee's basic rate of pay. All flex hours must have been utilized during dispatched calls or related duties prior to overtime being paid.

16.01.5 On Call shall consist of the 12 hours in the 24-hour shift for which the Employee is compensated at an on-call rate as per Article 24.

16.02 Each crew may consist of one ACP registered Paramedic (EMTP) and one Emergency Medical Technician (EMT).

16.03 Each shift cycle shall consist of an average of forty-two (42) hours per week over a consecutive eight (8) week cycle.

16.04 Regular hours of work of a tour for full-time employees shall be scheduled as follows:

16.04.1 Two day shifts with core hours commencing at 07:00 hours to 15:00 hours;

16.04.2 Two evening shifts with core hours commencing at 15:00 hours to 23:00 hours;

16.04.3 The above four shifts shall be followed by four (4) consecutive days off.

16.05 Regular hours of work of a part-time employee shall be scheduled as follows:

16.05.1 Two day shifts with core hours commencing at 07:00 hours to 15:00 hours;

- 16.05.2 Two evening shifts with core hours commencing at 15:00 hours to 23:00 hours;
- 16.05.3 The above four shifts shall be followed by twelve (12) consecutive days off.
- 16.06 Casual employees shall work either day or evening shifts with core hours beginning at either 07:00 hours or 15:00 hours.
- 16.07 Employees on call shall be compensated in accordance with Article 24 – Payment of Wages and Allowances.
- 16.08 Any hours exceeding core and flex (twelve (12) hours) in a shift shall be compensated at the applicable overtime rate in accordance with Article 17 – Overtime.
- 16.09 Employees shall be encouraged to take time off in full shifts.
- 16.10 There shall be no split shifts.
- 16.11 Employees may exchange shifts and/or days off with Employees in the same Alberta College of Paramedics (ACP) registration level provided that:
 - 16.11.1 Both affected employees agree and sign and submit the request in writing.
 - 16.11.2 The employer approves the exchange; and
 - 16.11.3 Operational efficiency is not disrupted; and
 - 16.11.4 There is no increased cost to the Employer.
 - 16.11.5 The schedule shall be amended by the Employer to reflect the shifts being exchanged.
- 16.12 For the flex and on call portion of the shift, the Employee shall not be required to perform any duties other than those normally performed as a result of dispatched calls.
- 16.13 Employees shall not work more than six (6) consecutive Shifts;
- 16.14 The Employer shall post shift schedules twenty-eight (28) calendar days in advance that show each Employee's days of work;
- 16.15 Employees shall be given at least twenty-eight (28) calendar days' notice prior to any permanent change to the Employee's shift schedule;
- 16.16 Temporary changes to the start and end times of the Employee's shift for periods up to one (1) tour may be made by giving the Employee seventy-two (72) hours advance notice, otherwise the applicable overtime rates shall apply;

- 16.17 For the purpose of scheduling, Casual Employees shall be required to submit their availability for the next calendar month to the Employer no later than six (6) weeks prior to the start of each month. The shift allocation will be completed by the Employer in a rotation that will distribute shifts as equally as practicable (based solely on the month being scheduled, not for the entire year). When the ability to maintain equality is not possible, the shifts will be distributed in accordance with the Casual Employees' seniority.
- 16.18 An 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 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.
- 16.19 Additional hours will be offered to minimize overtime. Casual and 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.
- 16.19.1 Seniority shall determine the order for shift selection with casual employees being called prior to part time employees being contacted. If additional hours place an Employee in an overtime position, the Employer may offer the hours to the next employee on the list.
- 16.19.2 In the event that an entire shift must be filled at an overtime rate of pay, Article 17 shall apply and the shift shall first be offered to full-time employees in order of seniority.
- 16.19.3 When a Paramedic shift is being filled, it will be expected that Paramedics will be contacted first in the above-mentioned order. When an EMT shift is available, the EMTs will be contacted first in the above-mentioned order. In the event that an Employee with the required registration level is not available, the Employer may contact those Employees from the opposite registration level, also in the above-mentioned order.
- 16.20 In recognition of the emergency nature of the ambulance business, it is agreed that all employees will respond when reasonably possible to any request for return to duty in the event of a major incident or unforeseen disaster.
- 16.21 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.
- 16.22 Where an Employee, in the act of responding to, caring for, transporting a patient or performing routine duties required by the Employer, works more than sixteen (16) hours in a twenty-four (24) hours shift, he shall be entitled to eight (8) consecutive hours of rest before commencing his next scheduled shift, without loss of earnings.

ARTICLE 17- OVERTIME

- 17.01 Overtime Defined – All time worked beyond a full time equivalent shift, or a full time equivalent tour, or a full time equivalent pay period where as defined in Article 16 or on a holiday shall be considered as overtime. This overtime payment will cease and the Employee's basic rate of pay will apply at the start of his/her next regularly scheduled shift.
- 17.02 Overtime will be calculated at double time (2x) of regular pay.
- 17.03 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.
- 17.03.1 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.
- 17.04 It is agreed that should overtime work be required, it shall be in accordance with Article 16. The Employer and Employees will endeavor to keep overtime to a minimum.
- 17.05 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 when scheduling requirements are met, such approval not to be unreasonably withheld. Banked overtime may be accumulated to a maximum of forty eight (48) hours. As hours are used, it may be replenished.
- 17.06 All overtime must be approved by the Department Head.
- 17.07 Scheduled Day Off:
- 17.07.1 All time worked on a Full-Time Employee's regular scheduled day off shall be paid at the rate of double time.
- 17.07.2. Additional hours offered to part time and Casual 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 four (84) hours in the bi-weekly pay period.
- 17.08 The overtime provisions do not apply to seminars, courses, 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 each day of the course.
- 17.09 Public Relations Community Events
- 17.09.1 A volunteer list shall be maintained of Employees who are available to perform such work that cannot be accommodated by the permanent full

time Emergency Medical Services personnel during their normal shifts. Such assignments shall consist of pre-booked, standby or public relations work. These events shall be paid a straight rate of pay with no premiums. Employees from the volunteer list will be offered this work with preference being provided on the basis of seniority.

17.09.2 Public relations work may include but is not limited to the following:

Municipal Parades/Events	Local School Events
Teaching	Trade/Education Fairs
Taber Charity Auction	Rodeos/Equestrian Events
Motocross Races	Cornfest

17.09.3 The Employer may amend the list of public relations work from time to time.

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 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:

18.02.1 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;

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

18.02.3 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.

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

18.02.5 Part-time Employees will be entitled to the floater holiday each year on a prorated basis (i.e. 6 hour day or 6 hour night).

18.02.6 Casual Employees will have no entitlement to a floater holiday.

18.03 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.

- 18.04 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.
- 18.05 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.
- 18.06 When an Employee is working on the paid holiday, the Employee shall be paid double time (X2) for all hours worked, in addition to the regular rate of pay entitlement for the holiday.
- 18.07 For the purpose of calculating statutory holiday pay for Casual 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 Hours
Start Date to 2 nd Year	96
3 rd Year to 6 th Year	144
7 th Year to 12 th Year	192
13 th Year to 21 st Year	240
22 nd year plus	288

- 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 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 when scheduling requirements are met, such approval not to be unreasonably withheld.
- 19.03 Employees will take one (1) vacation period of at least four (4) consecutive working 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 granted by seniority for the Employee's first choice, up to eight (8) 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 four (4) working 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. When scheduling requirements are met, such approval not to be unreasonably withheld.
- 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;
- 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 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.
- 19.11 An Employee who resigns or is terminated from employment with the Town shall be entitled to a payment of wages equal to the amount of accrued vacation entitlement that has not been used by the Employee.
- 19.12 Employees shall fully utilize vacation accrued by their anniversary date of 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.
- 19.13 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.
- 19.14 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.
- 19.15 Vacation time while an Employee is absent due to illness, accident or Worker's Compensation and education leave shall not accrue after one (1) year from the commencement of the absence.

ARTICLE 20 - LEAVE OF ABSENCE

- 20.01 The Employer may grant leave of absence without pay to an Employee. Requests 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. 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.

20.02 Education Leave - The Employer may grant leave of absence without pay to an Employee who wishes to further their education, with respect to their classification, or with the intentions of increasing their classification level.

20.02.1 In the case of an Employee being granted a leave of absence to complete their EMT-Paramedic education, upon return from the Education Leave, and upon successful Alberta College of Paramedics certification as an EMT-P, the employer will:

20.02.2 Provide the Employee with 8 days of additional vacation accrual, subject to pro-rated reimbursement should the employee leave the Employer for any reason within a 1 year period.

20.02.3 Provide the Employee with a Bursary, the terms of which are defined in Schedule C.

20.03 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.

20.04 Union Functions - Upon written request at least 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 two (2) people from the Department may be absent at one time.

20.05 Bereavement Leave:

20.05.1 An Employee shall be granted four (4) consecutive shifts without loss of pay and benefits in the case of death of a parent, step parent, stepchild, guardian, wife, common law wife, husband, common law husband, brother, sister, child, grandparent, grandparent of 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 Canadian Revenue Agency definition.

20.05.2 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.

20.05.3 Where the burial occurs outside the province the Employer may grant such additional time not to exceed two (2) additional consecutive shifts as may be necessary.

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

- 20.06 Pallbearer's Leave - An Employee shall be granted leave for funerals to a combined maximum of two (2) days per year without loss of pay to attend a funeral as pallbearer, provided that such request is made at least seventy-two (72) hours in advance.
- 20.07 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.
- 20.08 Maternity or Parental Leave - Employees shall be eligible for maternity or parental leave in accordance with the provisions of the Alberta Employment Standards Code.
- 20.09 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 an average of twelve (12) hour shifts), 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) shift per month, to a maximum accumulation of thirty (30) shifts.
 - 21.02.2 For the purpose of calculating sick leave for part-time Employees, the amount shall be calculated on a pro-rated basis, to a maximum of fifteen (15) shifts.
 - 21.02.3 Sick 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 This Article does not apply to Casual 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 the Department Head or designate one hour prior to the commencement of their shift, unless extenuating circumstances make this impossible.

- 21.05 All sick leaves shall be paid at the regular rate of pay.
- 21.06 An Employee who has been off of work for more than thirty (30) days shall inform the employer at least two (2) weeks, (or such shorter period of time that may be agreed upon), in advance of the return to work date.
- 21.07 When an Employee is off work due to a disability for more than thirty (30) calendar days, and there is no established date the Employee will be able to return to work within two (2) years from the first date of disability, the Employer will 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 In the event the Employee is unable to return to his/her position within 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;
 - 21.07.3 Notwithstanding the foregoing, if before the expiry of two (2) years after the first date of disability it is apparent to the Employer and the Union that the Employee shall not be able to return to work for medical reasons within the two (2) years, the position shall be declared vacant and may be posted and filled permanently in accordance with Article 14, Promotion and Staff Changes. Any Employee that was moved because of this arrangement shall be returned to his/her former position.
- 21.09 Family Sick Leave -- If no one is available to care for the unexpected 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 ill family member.

ARTICLE 22 - WORKERS' COMPENSATION

- 22.01 The Town of Taber shall carry Worker's Compensation Board Coverage for all Employees covered by this Collective 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 Employees shall be entitled to coverage under the following medical and hospital benefit plans.

23.01.1 A.M.S.C. Medical Plan (100% Claim Basis);

23.01.2 Life Insurance at double the Employee's annual salary, and Accidental Death and Dismemberment as available through the A.M.S.C.;

23.01.3 Weekly Indemnity (Short-term Disability) as available through the A.M.S.C.;

23.01.4 Long-term disability as available through A.M.S.C.;

23.01.5 A.M.S.C. Vision Care; and

23.01.6 A.M.S.C. Dental Plan.

23.02 All Part-time Employees shall be entitled to coverage under the following medical and hospital benefit plans on a pro-rated basis.

23.02.1 A.M.S.C. Medical Plan (100% Claim Basis);

23.02.2 Life Insurance at double the Employee's annual salary, and Accidental Death and Dismemberment as available through the A.M.S.C.;

23.02.3 Weekly Indemnity (Short-term Disability) as available through the A.M.S.C.;

23.02.4 Long-term disability as available through A.M.S.C.;

23.02.5 A.M. S.C. Vision Care; and

23.02.6 A.M.S.C. Dental Plan.

23.03 Premiums:

23.03.1 The premiums for all those benefits described in Article 23.01 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.

23.03.2 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 In addition to Canada Pension every eligible full time 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 Casual Employees - Casual 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 Employee. (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.
- 24.02 Employees shall be paid for eight (8) core hours and four (4) flex hours at the basic rate of pay and twelve (12) hours at the on call rate of pay.
- 24.03 Part time and Casual employees shall receive the wage rates, conditions of employment and prerequisites specified in this Agreement on a pro-rated basis according to their hours worked, unless otherwise specified.
- 24.04 Wage increments for Full Time Employees shall be applied on the appropriate anniversary date.
- 24.05 A Part Time or Casual Employee who has a change of status to a Permanent Full Time Employee shall have all hours worked for the Employer carried forward to pro-rate their Anniversary dates based on Full-Time equivalent years of service.
- 24.06 Wage recognition shall be granted for work experience satisfactory to the Employer, (including service in the private sector) provided not more than five (5) years have elapsed since such experience was obtained as outlined in the following guidelines:
- 24.06.1 one (1) annual increment for one (1) year's experience within the last six (6) years;
 - 24.06.2 two (2) annual increments for two (2) years' experience within the last seven (7) years;
 - 24.06.3 three (3) annual increments for three (3) years' experience within the last eight (8) years;

- 24.06.4 four (4) annual increments for four (4) years' experience within the last nine (9) years;
- 24.06.5 five (5) annual increments for five (5) years' experience within the last ten (10) years;
- 24.06.6 six (6) annual increments for six (6) years' experience within the last eleven (11) years;
- 24.06.7 seven (7) annual increments for seven (7) years' experience within the last twelve (12) years;
- 24.06.8 eight (8) annual increments for eight (8) years' experience within the last thirteen (13) years.
- 24.07 EMTs who become Paramedics shall move to the next highest step in the grid in Schedule "A" that results in a minimum of a three dollar and fifty cent (\$3.50) per hour increase. Any hours worked for the Employer at the previous classification shall be carried forward in regards to moving to the next full pay increment.
- 24.08 Assuming Another Classification:
- A senior Employee, with the qualifications to perform the work required, selected in accordance with Article 14.10 to fill a Temporary Assignment shall be paid the rate of pay for that classification in which he/she is relieving, provided that the temporary 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.
- 24.09 On The Job Training:
- 24.09.1 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:
- 24.09.2 The Employer shall pay the cost of any job related training courses that are required by the Employer or that are required by the Alberta College of Paramedics to keep up the Employees certification at the level required by the Town of Taber.
- 24.09.3 Casual Employees must work a minimum of 24 shifts per year to be eligible for reimbursement for recertification by the Alberta College of Paramedics. Shifts shall include full, partial or special events.
- 24.10 Shift Differential:
- A shift differential of Four Dollars (\$4.00) shall be paid to those Employees working a shift wherein the majority of such shift falls within the period of 15:00 hours to 07:00 hours. This premium shall be paid for actual hours worked.

24.11 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 17.09 and 17.10 of this Agreement.

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

24.13 On Call:

Should an employee be required to be On Call, it shall be for part of a shift as defined in Article 16 and for not more than twelve (12) consecutive hours, outside of flex hours and shall be paid Five Dollars (5.00) per hour.

24.14 It is recognized that the provisions of Article 17 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.

24.15 Clothing Supplied:

See Schedule "B".

24.16 The Employer shall supply tools and equipment required by Employees in the performance of their duties. Employees wishing to use their own equipment must receive prior approval of their Department Head.

24.17 For the purpose of equalizing pay throughout the year for shift workers on the cyclical rotation, an additional bank will be implemented. This equalization bank will allow employees to bank no more than twenty-four (24) hours over the course of an eight (8) week period. The bank must be filled and emptied on the eight (8) week rotation of pay days.

24.18 Pay Periods

Employees shall be paid biweekly by direct deposit. The time sheets shall be submitted one week prior to pay day.

24.19 Changes to Timesheets

No timesheet shall be altered by the Employer without prior notification to the Employee.

24.20 Meal Allowance

When an Employee is required to standby at a location or event or who is dispatched on ambulance service involving travel beyond the Municipal District of Taber, the Employee shall receive a meal allowance as per Town policy.

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, Regulation and Code.

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 Term Days being used in this Agreement shall include Saturdays, Sundays and Holidays.
- 26.04 Protection:
- 26.04.1 In the event that an Employee is the subject of civil or criminal actions taken against the Employee arising out of the Employees actions while engaged in the duties as a Paramedic/Firefighter or an EMT/Firefighter, the Employee shall:
- a) Immediately notify the Employer in writing of such criminal or civil action; and
 - b) Not make any statement of admissions of responsibility or liability without prior consultation with the Employers solicitors.
- 26.04.2 Provided that the Employees actions do not constitute gross negligence or gross disregard of their duties as a Paramedic or an EMT, where the Employee is the subject of a criminal or civil action as described in 26.04.01, the Employer shall:
- 26.04.2.1 In a civil action, pay all reasonable legal expenses incurred by the Employee;

26.04.2.2 In a criminal action, in the event the charges are dismissed or the Employee found not guilty, pay all reasonable legal expenses incurred by the Employee in defending the charges; and

26.04.2.3 Indemnify and save harmless the Employee from any such action, claim, cause or demand whatsoever that may be made or arise out of the Employee carrying out their duties.

26.04.3 Notwithstanding anything to the contrary, it will be understood and agreed in regards to the provisions of Articles 26.04.1 and 26.04.2 that the Employee will notify the Employer, in writing, as to any occasion that may require legal response from the Employer or its Insurance Agents. Furthermore, no admission of liability will be made in any form.

26.05 Meeting Attendance & Information Sessions:

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.

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.

ARTICLE 28 - NOTICES

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

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

28.02.1 The President of Local 2038, C.U.P.E. and the site representative.

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 April 1, 2011 to March 31, 2012 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

March 31, 2012 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]

GORDON FRANK
CHIEF ADMINISTRATIVE OFFICER

SIGNED ON BEHALF OF
CUPE LOCAL 2038

[REDACTED]

PRESIDENT

[REDACTED]

SECRETARY

EFFECTIVE APRIL 1, 2011 - MARCH 31, 2011

CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
PARAMEDIC	\$31.01	\$32.12	\$33.26	\$34.45	\$35.66	\$36.93	\$38.24	\$39.46
EMT	\$24.86	\$25.52	\$26.41	\$27.34	\$28.36	\$29.31	\$30.33	\$31.39

Employees Michelle Fedorowich (Step 4), Carolyn Armstrong (Step 4), Audra Ness (Step 7) and Kira Sangster (Step 4) will be red circled until their Anniversary date entitles them to move to the next step on the grid.

Schedule "B"

Clothing and personal issue equipment is separated into two groups. The first is clothing that will be issued on an "as required" basis. The second is clothing that will be issued by a point system. This schedule will apply to all Employees.

As Required Clothing

- Once to each member at the start of their employment
- Reissue will be on an "as required" basis, as determined by the Department Head or Designate.
 - All Weather Jacket As required.
 - Dress Tie As required.
 - Footwear An allowance of \$125 per year may be carried over for one year. Allowance may also be used for re-soling.

Point System

- Upon commencement of employment, an initial uniform issue shall be provided by the Employer
- Full-time Employees shall be issued 1 All Weather Jacket, 1 Dress Tie, 4 Duty Pants, 4 Duty Shirts (optional sleeve length), 4 T-shirts, 1 Toque, 1 Duty Belt and 1 Radio Belt clip
- Part-time Employees shall be issued 1 All Weather Jacket, 1 Dress Tie, 3 Duty Pants, 3 Duty Shirts (optional sleeve length), 3 T-shirts, 1 Toque, 1 Duty Belt and 1 Radio Belt Clip
- Casual Employees shall be issued 1 All Weather Jacket, 1 Dress tie, 2 Duty Pants, 2 Duty Shirts (optional sleeve length), 2 T-shirts, 1 Toque, 1 Duty Belt and 1 Radio Belt Clip.
- Full-time Employees will be entitled to 200 points per year.
- Part-time Employees will be entitled to 100 points per year.
- Casual Employees will be entitled to 80 points per year.
- Employees may carry over a maximum of 50 points per **year if a minimum of two uniform orders has occurred in the contract year.**
- Points have no cash value.
- Unused points will be forfeited, with the exception of points carried over as outlined above.
- In the event that less than 2 uniform orders have occurred in the contract year, an Employee may carry over all unused points.

Point Values	
Item	Point Value / Item
Duty Shirt	30
Duty Pants	35
T-Shirts	7
Toque	10

Work Belt	20
Radio Belt Clip	20
Sweater	40
Long Sleeve T-Shirt	10
Summer Hat	12

Schedule "C"

Paramedic Bursary Terms

The Town of Taber has established a bursary to provide assistance to eligible Employees and to promote the development of vocational or professional expertise within southern Alberta and to assist the employee in their course of studies.

The Bursary consists of a financial assistance award from the Town of Taber. The Employee has undertaken to work and provide services in southern Alberta, specifically with the Employer.

Bursary Terms:

- Upon approval of the Employee's application by the Town of Taber and upon receipt of confirmation of the Employee's successful completion of the EMT-P program and Alberta College of Paramedic EMT-P Practice Permit, the Town of Taber will pay to the Employee the sum of \$7500.00 as an award in recognition of the Employee's achievements and desire to continue employment with the Employer.
- The Employee:
 - a. agrees and undertakes to continue his employment in southern Alberta with Taber Emergency Services for a continuous period of two (2) years commencing on the date of the agreement;
 - b. agrees and acknowledges that his employment under (a) is to be in an occupation or field of endeavour which relates to his course of studies and is to be otherwise satisfactory to the Employer;
 - c. agrees to complete a Return Service Agreement.
- If the Employer requires repayment of the financial assistance for failure to maintain employment in accordance with above clause, the Employer may, in its absolute discretion, consider the employment commitment under this clause to be partially fulfilled and accordingly reduce the repayment obligations of the Employee under this Agreement on a pro rata basis.
- The Employer may waive a default of the Bursary Agreement only by written notice to the Employee and the waiver shall not affect the rights of the Employer with respect to any other default.
- The Employee agrees and acknowledges that he has the sole obligation to maintain employment with the Employer to fulfill his commitment under this Agreement and that there is no obligation upon the Employer, to maintain any employment position to help fulfil this commitment.

LETTER OF UNDERSTANDING "A"

BETWEEN:

THE TOWN OF TABER

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

CUPE LOCAL 2038

Whereas the Employer and the Union had previously agreed to the following: "The Employer will, upon the return to work by an Employee from a specific leave without pay (jointly agreed upon between the Employer and the Employee/Union), pay a lump sum amount equivalent to the difference between the regular pay and the amount actually received from other sources (amount to be verified by Employee) by that Employee during the term of the absence.

The purpose of this payment is to assist the Employee with the financial difficulties resulting during the illness and absence."

Agreed to by the parties this 11 day of April, 2012.

On behalf of the Employer



On behalf of the Union

