

**2005 – 2006**

**COLLECTIVE AGREEMENT**

*between*



*and*



**OFFICE UNIT**

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## **AGREEMENT**

THIS AGREEMENT made as of the 1<sup>st</sup> day of January A.D., 2005.

BETWEEN:

**ATCO Gas & Pipelines Ltd.,**

a body corporate with head office at the City of Edmonton, in the Province of Alberta (hereinafter called "the Corporation"),

OF THE FIRST PART,

AND

**NATURAL GAS EMPLOYEES' ASSOCIATION,**

a trade union within the meaning of the Labour Relations Code, of the said Province of Alberta (hereinafter called "the Association"),

OF THE SECOND PART.

Whereas the Corporation is a public utility engaged in the business of producing, purchasing, distributing, delivering and selling natural gas and of providing services in connection therewith and supplying natural gas to the said Province of Alberta and to the inhabitants thereof and to other communities in the said province and to their inhabitants;

AND

Whereas, by Certificate No. 116-2001 (hereinafter called "the Certificate") dated the 2<sup>nd</sup> day of May A.D. 2001 and issued by the Alberta Labour Relations Board (hereinafter called "the Board") and made pursuant to the provisions of the Alberta Labour Relations Code, the Association has been certified as the bargaining agent for a unit of employees of the Corporation, comprising:

“All office, clerical and technical employees of the ATCO Gas division.”

## **SPIRIT OF AGREEMENT**

Whereas the Corporation is an organization wherein the money of investors is combined with the judgement, abilities, experience and energy of the management and employees to provide efficient public utility service,

AND

Whereas it is agreed that the service rendered by the Corporation, its management and employees directly or indirectly to natural gas customers from time to time served by the Corporation, is essential to the welfare of these customers,

AND

Whereas it is essential to the livelihood and in the best interests of the Corporation, its management and employees to direct their respective efforts towards the efficient and economical operation of the Corporation's business,

Therefore, this Agreement recognizes and accepts the principles and spirit of good teamwork, based upon mutual responsibility, respect, confidence, loyalty, integrity and friendliness,

AND

This Agreement further recognizes that all successful employer-employee relations must be mutually advantageous, fair and just, not more favorable to one than to the other and of the same spirit of co-operation and friendliness in which this Agreement is reached,

AND

Whereas subject to the terms and conditions herein contained the parties hereto by these presents are entering into a Collective Agreement with respect to the terms and conditions of employment of such employees.

**NOW THIS AGREEMENT WITNESSETH:**

**ARTICLE 101.00 TERM OF AGREEMENT AND COLLECTIVE BARGAINING**

- 101.01** This Agreement shall come into effect and force on the first (1st) day of January A.D. 2005 and, unless terminated in the manner provided in Clause 101.06, shall continue in operation until the thirty first (31st) day of December A.D. 2006.
- 101.02** Should either party wish to negotiate and enter into a new Collective Agreement to replace this Agreement, they shall serve notice of their intention upon the other party not more than one hundred and twenty (120) days, not less than ninety (90) days prior to the last date for operation of this Agreement as provided under Clause 101.01 above.
- 101.03** The notice served under Clause 101.02 shall list the alterations, amendments, changes or new requests that are requested to be made to this Agreement to be included in a new Collective Agreement to replace this Agreement.
- 101.04** The party receiving the notice referred to under Clause 101.02 shall, within twenty (20) calendar days of receipt of the same, deliver a list of alterations, amendments, changes or new requests that it requests be made to this Agreement to be included in a new Collective Agreement to replace this Agreement, the said notification to be delivered to the other party.
- 101.05** All of the alterations, amendments, changes and new requests made pursuant to Clause 101.03 and Clause 101.04 by the two parties, are hereafter referred to as "items for submission to arbitration".
- 101.06** If notice is given as provided under Clause 101.02 above, the parties agree that forthwith after the list referred to in Clauses 101.03 and 101.04 have been served and exchanged, or forthwith after the time for delivery of the list as provided under Clause 101.04 has expired (if no list is, within that time, delivered to the other party), to enter into a new Collective Agreement replacing this Agreement, which new Collective Agreement will provide and include the following:
- (a)** The provisions and terms of this Article with the exception that the "term" of the new Agreement shall commence on the first Monday following:
    - (i)** The date the list of alterations, amendments, changes or new requests is served, pursuant to Clause 101.04, or,
    - (ii)** The time for delivery of the list under Clause 101.04 has expired, whichever is the latter, and will continue in force and effect for a period of two (2) years;

- (b) All of the other provisions of this Agreement;
- (c) A list of all "items for submission to arbitration";
- (d) An arbitration clause in the following terms:
  - (i) Forthwith after this Agreement has been entered into, the parties will meet on notice by either party to discuss all "items for submission to arbitration", and will attempt to settle the same through discussion and negotiation;
  - (ii) Any items settled and agreed will become a term of the Collective Agreement as of an effective date agreed to by the parties and where necessary, will amend any existing term or provision hereof;
  - (iii) Should the parties be unable to agree and settle all of the "items for submission to arbitration", within ninety (90) calendar days of the commencement date of this Agreement, then either party shall be entitled to submit the difference or dispute in respect to such items that have not been settled, to arbitration as hereafter provided;
  - (iv) Either party shall notify the other of their intention to proceed to arbitration by forwarding a letter to such other party specifying the name of their nominee to an Arbitration Board. The party receiving the notice shall, within a period of ten (10) calendar days of receipt of the same, notify the other of the name of their nominee to the Arbitration Board. The two (2) nominees shall attempt to agree upon a third party to be Chairman of the Arbitration Board. Should either of the parties refuse or fail to name an appointee, or should the two (2) nominees fail to select a Chairman within thirty (30) calendar days of the initial letter referring the matter to arbitration, an application may be made to the Chief Justice of the Court of Queen's Bench of Alberta, to have such appointment, or appointments, made. The Arbitration Board's jurisdiction shall be to settle and determine all "items for submission to arbitration", that have not been previously settled between the parties. Each party shall be responsible for the fees and expenses of their nominee and the witnesses called by them, and the parties shall share equally in the cost and expenses of the Chairman. The decision of a majority of the members of the Arbitration Board shall be the decision of the Board and if there is no majority, the decision of the Chairman shall be the decision of the Board.

- 101.07** The consideration for the new Agreement that is entered into under Clause 101.06 above, shall be the mutual covenants and agreements to be observed by each of the parties to that Agreement.
- 101.08** The settlement and determination of all items submitted to the Arbitration, pursuant to the Arbitration Clause above, shall be included in the Collective Agreement and shall replace, alter, or amend any other provision that by implication of the settlement, must be altered, varied or amended.
- 101.09** For greater certainty, it is understood and agreed that the new Collective Agreement that is entered into pursuant to the provisions of Clause 101.06, comes into effect on the first Monday following the date the list of alterations, amendments, changes and new requests, are served, pursuant to Clause 101.04 or the time for delivery of the list under Clause 101.04 has expired, whichever is the latter. Upon the new Agreement being entered into, this present Agreement will terminate and be of no further force or effect.

#### **ARTICLE 102.00 APPLICATION AND RECOGNITION**

- 102.01** This Agreement shall apply with respect to all of the Corporation's employees comprised within the bargaining unit prescribed by The Alberta Labour Relations Board Certificate No. 116-2001 or said certificate as it may be amended from time to time.
- 102.02** The Corporation recognizes the Association as the exclusive bargaining agent for all employees as defined in The Alberta Labour Relations Board Certificate as referred to in Article 102.01 or said certificate as it may be amended from time to time.
- 102.03** It is agreed that Casual employees shall not be included within the scope of this Collective Agreement. A Casual employee is defined as an employee who does not work more than 240 hours within any three (3) calendar month period.

#### **ARTICLE 103.00 DEFINITION OF EMPLOYEE CATEGORIES**

- 103.01** All employees covered by this Collective Agreement shall fall into the following categories: Permanent employees, Probationary employees or Seasonal employees.
- 103.02** A Permanent employee shall be an employee who has been appointed by written notice to a permanently established position following the successful completion of a one hundred and eighty (180) calendar day probationary period. The parties agree that any Seasonal employee who completes four hundred and fifty (450) calendar days of continuous employment shall achieve Permanent employee status except when the Seasonal employee is specifically hired to



accommodate maternity leave, adoption leave, parental leave, sick leave and Worker's Compensation Board situations.

In situations accommodating maternity leave, adoption leave, parental leave, sick leave and Worker's Compensation Board claims, Permanent employee status shall be achieved after completion of nine hundred (900) calendar days of continuous employment. Appointment to a Permanent category shall be communicated to the employee and Association in writing within seven (7) calendar days of appointment.

**103.03** A Probationary employee shall be either:

(a) A new employee appointed to a permanently established position, for whom there shall be a one hundred and eighty (180) calendar day trial period, during which period his employment may be terminated at Management's discretion. A review of the performance of such employee will be discussed with him during the final thirty (30) days of the trial period.

or

(b) A Seasonal employee appointed to a permanently established position, for whom there shall be a one hundred and eighty (180) calendar day trial period, during which period his employment may be terminated at Management's discretion. Such trial period shall include his period of continuous employment as a Seasonal employee on the following basis:

A Seasonal employee shall be credited with fifty (50) percent of the continuous time worked to a maximum of one hundred and twenty (120) calendar days towards the trial period. A review of the performance of a Probationary employee will be discussed with him, if practicable, during the final thirty (30) days of the trial period.

**103.04** A Seasonal employee is an employee who is engaged on a short term basis for work which is not available on a year round basis, and whose employment may be terminated on the completion of such work. The Corporation undertakes to notify the Association in writing of the names of employees hired in this category, upon hiring.

## **ARTICLE 104.00 RIGHTS OF MANAGEMENT**

**104.01** The Association agrees that it is the exclusive right of the Corporation to manage its business and to direct its working forces except to the extent to which these rights have been specifically abrogated by the terms of this Agreement.

**104.02** Without limiting the generality of the foregoing, such Corporation rights include the right to:

- (a) Maintain order, discipline and efficiency,
- (b) Make and alter, from time to time, rules and regulations to be observed by the employees, provided that such rules and regulations are not inconsistent with this Agreement,
- (c) Determine job content, create and abolish jobs,
- (d) Hire, promote, transfer, retire, lay off because of lack of work, recall from lay off, demote (for reasons other than just cause), subject to the terms of the Collective Agreement,
- (e) Demote, discipline, suspend or discharge for just cause.

#### **ARTICLE 105.00 HARASSMENT AND DISCRIMINATION**

**105.01** The Corporation and the Association will make every reasonable effort to ensure that employees are able to work in an environment free from harassment.

**105.02** The Corporation and the Association shall not discriminate against an employee on any basis prohibited by the Alberta Human Rights, Citizenship and Multiculturalism Act.

**105.03** The Corporation shall not discriminate against any employee because of his connection with the Association or his activities related thereto which are permitted by the Corporation, sanctioned by the terms of the Collective Agreement or are in accordance with those rights and privileges defined in The Labour Relations Code or the Employment Standards Code, nor shall the Association discriminate against any employee because of their non-membership in the Association or in accordance with those rights and privileges defined in The Labour Relations Code or the Employment Standards Code.

#### **ARTICLE 106.00 MANAGEMENT RESPONSIBILITY**

**106.01** (a) Notwithstanding Article 104.02 (e) an employee, when required to meet with a representative of the Corporation for the purpose of having formal discipline applied involving written reprimand, suspension, reduction of pay, demotion or discharge, is entitled to have an Association representative present during such a meeting, should he so desire. Where an Association representative is not available, the appropriate employee designate may be substituted.

- (b) Wherever possible, the Corporation shall inform the employee prior to such a meeting taking place; however, should the representation referred to in Article 106.01 (a) be unavailable, the Corporation shall not be prevented from taking disciplinary action.

## **ARTICLE 107.00 GRIEVANCE PROCEDURE**

**107.01** The Corporation and the Association both agree that the settlement of any difference, arising out of the terms of this Agreement regarding the interpretation, application, administration and any alleged violation of the Agreement and not otherwise shall be accomplished as described below in this article. Pending an investigation and possible settlement of the difference the employee shall meanwhile faithfully perform the duties assigned to him by the Corporation.

### **107.02 The Processing of an Employee Grievance**

In the event that a difference occurs between the Corporation and one or more members of the bargaining unit, regarding the interpretation, application, administration or any alleged violation of this Agreement and not otherwise, the following procedure of settlement shall be followed:

- Step 1**
- (a) The employee concerned, with or without the assistance of an Association representative, shall first seek to settle the difference in discussion with his Supervisor, before a grievance is filed.
  - (b) In the case of a job posting, promotion or transfer, the Supervisor referred to in (a) above, shall be deemed to be the Supervisor who conducted the interview relative to the posting. An unsuccessful applicant may request the reason(s), in writing, for not being selected.
- Step 2**
- If the difference is not resolved satisfactorily in Step 1 above, it then becomes a grievance. The grievance shall then be reduced to writing and signed by the grievor, setting forth as far as may be applicable, the following:
- (i) the nature of the grievance, date of occurrence and the circumstances out of which it arose;
  - (ii) the remedy, or correction, the Corporation is required to make;
  - (iii) the section, or sections, of the Agreement claimed to have been violated or infringed upon.

The grievance shall be submitted to the Vice President of the division affected within ten (10) days of the act causing the grievance. The Vice President of the division shall arrange for a meeting with the grievor and not more than two (2) representatives of the Association and may request that other employees attend if necessary. In any event, the Vice President of the division shall make known his decision in writing to the Association and the grievor within ten (10) days of receipt of the written grievance. Where no Vice President of the division exists, the appropriate Manager shall be substituted.

**Step 3** If the grievance is not resolved satisfactorily in Step 2, either the Corporation or the Association may request the formation of a Grievance Committee. Such Committee shall consist of three (3) representatives appointed by the Corporation, and three (3) representatives appointed by the Association. Neither the grievor nor the officer referred to in Step 2 may be a member of the Grievance Committee. The grievance shall be presented to this Committee by either party in writing within ten (10) days of receipt of the decision in Step 2. The Grievance Committee shall give its reply, in writing, to the Association and the Corporation within six (6) days of hearing the Grievance. A majority decision of the Grievance Committee shall be binding on both parties. The Grievance Committee shall appoint its own Chairman, who shall retain voting privileges.

**Step 4** Should a majority of the Grievance Committee fail to agree upon a settlement, the Grievance may be referred to the officer next senior to the officer referred to in Step 2, in writing, by the Association within six (6) days of receipt of the reply in Step 3. This officer shall make known his decision, in writing, to the Association within ten (10) days of receipt of the Grievance.

**Step 5** If the decision of the officer in Step 4 is unsatisfactory to the Association, the Association may then submit the Grievance to arbitration within six (6) days of receipt of the decision. The notice of submission to arbitration must be given in writing and must contain the Nominee of the Association to the Arbitration Board.

**107.03** Notwithstanding the foregoing, all grievances related to discharge shall be initiated by the employee concerned, with or without the assistance of an Association representative, by requesting formation of a Grievance Committee. The submission of the grievance shall state:

(a) The nature of the grievance, date of occurrence, and the circumstances out of which it arose;

- (b) The remedy, or correction, the Corporation is required to make;
- (c) The Article, or Articles, of the Agreement claimed to have been violated or infringed upon.

The Committee shall consist of three representatives appointed by the Corporation and three representatives appointed by the Association. Neither the grievor nor any member of his Division's management may be a member of the Grievance Committee, however the grievor, upon his request, shall be able to present information relative to the grievance. The request to form a Grievance Committee must be made within ten (10) days of the discharge. The Grievance Committee shall meet within ten (10) days upon receipt of the request to form a Grievance Committee and render its decision within six (6) days of its first meeting. A majority decision of the Grievance Committee shall be binding upon both parties. The Grievance Committee shall appoint its own Chairman, who shall retain voting privileges. Should the Committee fail to reach an Agreement, the Association may proceed to Step 4 of Section 107.02.

**107.04 The Processing of an Association or Corporation Grievance**

Any difference arising between the Association and the Corporation from the interpretation, application, administration or alleged violation of the provisions of this Agreement may be submitted in writing by either the Association or the Corporation to the other within ten (10) days of the matter arising or coming to the attention of the party concerned, with opportunity for oral discussion between the representatives of the Association and the appropriate officials of the Corporation. Failing settlement, either the Corporation representative with whom the matter was so discussed, or the Association, may require a meeting between such Corporation representative or such other senior official in the Corporation as the Corporation may designate for this purpose, and a representative or designated committee of the Association to discuss the matter. If the matter in dispute is settled, a representative of the Corporation and a representative of the Association shall sign a Memorandum of Settlement, but if the matter is not satisfactorily adjusted within a period of fifteen (15) days from the date when the grievance was filed, either party may notify the other party of the desire to submit the matter to Arbitration and in such event, the provisions of Section 107.05 - Arbitration shall apply.

## **107.05 Arbitration**

Within seven (7) days of receipt of the notification by the one party, the other party shall nominate its choice of Arbitrator by notice in writing. The two arbitrators, so nominated, shall meet forthwith and if within seven (7) days of their first meeting they have failed to settle the Grievance, they shall attempt to select, by agreement, the Chairman for the Arbitration Board. If they are unable to agree upon the choice of such a Chairman within a further period of twenty-four (24) hours, they shall then request the Minister of Human Resources and Employment for the Province of Alberta to appoint a Chairman.

After the Arbitration Board has been formed by the above procedure, it shall meet within twenty-one (21) days of the appointment of the Chairman and hear such evidence as the parties may desire to present to assure a full, fair hearing, and shall render its decision in writing to the parties within fourteen (14) days after the completion of the hearing. The Chairman shall have the authority to render the decision with the compliance of either of the other members, and a decision thus rendered shall be final and binding on the parties hereto.

The Arbitration Board by its decision shall not alter, amend, add to or change the terms of this Agreement. It shall have no jurisdiction to determine any matter except the written grievance filed by an employee or group of employees or the written notice of grievance by the Association or the Corporation, as the case may be. The Arbitration Board shall be limited in its jurisdiction to the remedy or correction requested by the party grieving. In grievances concerning discharge or discipline, the Arbitration Board's jurisdiction will be in accordance with The Alberta Labour Relations Code. Each of the parties to this Agreement shall bear the expense of its nominee to the Arbitration Board, and the fees and expenses of the Chairman shall be borne equally by the two parties to the dispute.

## **107.06 General**

- (a) The time limits expressed in the foregoing sections 107.02, 107.03, 107.04 and 107.05 shall be exclusive of Saturday, Sunday and holidays.
- (b) In the event that either party fails to process the grievance within the time limits established in this Article, that party shall be deemed to have conceded the grievance in favor of the other party.
- (c) Notwithstanding the foregoing, the parties may mutually agree to an extension of these time limits.

## **ARTICLE 108.00 CONTINUITY OF SERVICE**

**108.01** The Association and the Corporation recognize their respective and unusual responsibility to the public and the members thereof constantly being served by the Corporation and therefore pledge that, during the currency of this Agreement, there shall not be any resort to work-stoppage, slow-down or any other type of organized interference, coercive or otherwise, which would or might interfere in any way with the production, purchasing, distributing, delivering or selling of natural gas by the Corporation or the utilization thereof by the customers from time to time served by the Corporation. The Corporation agrees that it will not cause any lockout of employees during the currency of this Agreement.

## **ARTICLE 109.00 ASSOCIATION DUES**

**109.01** All employees now members of the Association, and all employees eligible to become members of the Association shall pay bi-weekly to the Association monies equal to the established dues of the Association as a condition of continued employment; such dues shall be deducted bi-weekly by the Corporation from the employee's pay and remitted to the Association within fifteen (15) calendar days following the deduction. The Corporation shall, when remitting such dues, provide the names and classifications of employees from whose pay such deductions have been made. The payment of dues does not require the employee to become a member.

## **ARTICLE 110.00 SALARY SCHEDULES, NOTES AND APPENDICES**

**110.01** The provisions set forth in Salary Schedules 22, 22A, 23, 25, 26, 26A, 27 and 28, together with Notes applying to these Schedules, and Appendices respectively annexed hereto, are hereby incorporated into and made part of this Agreement and shall apply for so long as this Agreement remains in force and effect. Further, any changes to the Collective Agreement or Addendums as mutually agreed to and signed by both parties shall be attached to and form part of this Collective Agreement.



## **ARTICLE 111.00 NOTICES**

**111.01** Any notice required to be given by one party to the other hereunder shall be in writing and shall be sufficiently given, if presented by hand, or alternatively mailed to the party to whom such notice is to be given, as follows:

**Corporation:**

Vice President, Corporate Services  
ATCO Gas  
10035 - 105 Street  
Edmonton, Alberta  
T5J 2V6

**Association:**

Business Agent  
Natural Gas Employees' Association  
#100, 10612 – 124 Street.  
Edmonton, Alberta  
T5N 1S4

**111.02** Each party from time to time may designate some other representative to be the person upon whom such notices are to be personally served, in lieu of the representatives theretofore so designated and/or from time to time may change its address for service hereunder, in all instances by serving the other party, in the manner hereinbefore prescribed, with written notice to that effect.

**111.03** Each notice mailed as aforesaid shall be deemed to have been received and the particular notice given, upon the expiration of two (2) clear days excluding Saturdays, Sundays and holidays next following the date of such mailing.

## **ARTICLE 112.00 HEADINGS**

**112.01** The headings used throughout this Agreement are inserted for reference purposes only and are not to be considered or taken into account in construing the terms and conditions of this Agreement or of any provision herein, nor shall the same be deemed to qualify, modify or explain the effects of any such term, condition or provision.

**112.02** Wherever the singular or the masculine pronoun is used throughout this Agreement, the same shall be construed as meaning the plural or the feminine where the context or the parties so require.



## **ARTICLE 113.00 JOB CLASSIFICATION**

- 113.01** (a) When new job classifications are established, the Corporation shall set the wage rate therefore and shall notify the Association thereof within fourteen (14) working days of the classification being established. The wage rate for the new classification may be set and implemented by the Corporation.
- (b) When significant differences or changes in job content are effected to existing job classifications to the extent that the Corporation or the Association or an employee require that the job be re-evaluated, the following procedure shall be followed:
- (i) Should a written request for re-evaluation of a job classification be initiated by the Association or an employee (where such evaluation is initiated by an employee, a copy of the request must be filed with the Association) the Corporation shall proceed with the re-evaluation within thirty (30) calendar days of receipt of the written request. The Corporation shall complete the re-evaluation request as soon as possible but not later than ninety (90) calendar days upon receipt of the written request for review. Within five (5) working days of the completion of any evaluation the Corporation shall notify the Association of the evaluation results. If the re-evaluation results in a reclassification or new classification to a higher wage group, the reclassification or new classification shall be retroactive to the date the Corporation received the written request for review.
  - (ii) In the event that the job content of a classification is changed and the Corporation proceeds to re-evaluate the job and should the re-evaluation result in a reclassification to a higher job group, it shall be retroactive to the date of the most recent job description as duly approved by the Vice President of the Division.
  - (iii) On re-evaluation to a higher wage group, the employee concerned shall be placed in that position within his new range which reflects an increase in salary which is either one increment in the range from which he was evaluated or the top of the new range, whichever is the lesser. In any event this shall be at least to the bottom of the new range. Notwithstanding the foregoing, in the event that an employee's present wage is red circled and is administered in the new or a higher salary range, such employee shall not be eligible for an increase in salary.

(c) Should any dispute arise between the Corporation and the Association regarding the evaluation and setting the wage rate of a new job classification or the evaluation of an existing job classification, such dispute shall be submitted by the Association to the Vice President, Corporate Services within forty-five (45) calendar days of receipt of notification to the Association. Such dispute shall be settled by adopting the following procedure:

(i) A Board of four (4) persons will be established to attempt to resolve the dispute. Two (2) representatives will be appointed by the Corporation and two (2) representatives will be appointed by the Association, each of the four (4) having one equal vote. Every effort should be made to resolve the dispute within ten (10) working days of the Board's appointment. In the event that the dispute remains unresolved forty-five (45) calendar days after receipt of the written request for review, as specified in 113.01 (c) above, the following method of settlement shall be adopted:

(ii) The Corporation and the Association shall jointly submit the dispute to one (1) Appointee qualified in wage determination and administration within fourteen (14) calendar days of the matter being referred to in 113.01 (c) (i) above. In the event that the Corporation and the Association cannot agree on an Appointee, they shall request the Minister of Human Resources and Employment for the Province of Alberta to make the appointment.

The Appointee shall meet and hear all pertinent matters and render a decision within twenty-one (21) calendar days from being appointed. The decision of the Appointee shall be final and binding upon such parties.

(iii) In the event that either party fails to process the dispute within the aforementioned times, that party shall be deemed to have conceded the dispute in favor of the other party.

**113.02** It is agreed that the fees and expenses of the Appointee shall be borne equally by the two parties to the dispute.

**113.03** The Corporation undertakes to inform the Association, in writing, when an employee is placed in another job classification. This will not be necessary in the case of progression jobs.

**113.04** Job descriptions shall be established for each job classification and issued to the Association and the incumbent; further, where such job descriptions are changed, the changed description shall be issued upon completion to the Association and the affected incumbent within fourteen (14) calendar days of the changes being effected. The job descriptions issued by the Corporation to the Association are the property of the Corporation and are not for release by

the Association to others outside the organization without permission of the Vice President, Corporate Services.

- 113.05** During the annual performance review the Supervisor shall review the job description with the incumbent. Significant changes to the incumbent's job description identified during the annual performance review will be forwarded before the expiration of forty-five (45) calendar days by the incumbent's Vice President of the Division to the Human Resources Department. Written confirmation of the results of the review shall be forwarded from the Human Resources Department to the employee and the Association within forty-five (45) calendar days from the receipt from the Vice President of the Division. If a change in classification results from the above it shall be effective on the date of the most recent job description as duly approved by the Vice President of the Division.
- 113.06** In the event that an evaluation or re-evaluation of a position results in reclassification or new classification to a lower wage group, the incumbent or incumbents, as the case may be, from the date of retroactivity shall have their present wage rate red circled until such point in time as the incumbent(s) wage rate fits the wage range or the applicable time periods have expired (Refer to Note 5.), whichever comes first.
- 113.07** Notwithstanding Article 113.01 (a), (b) and (c), the parties may mutually agree in writing to an extension of the time limits stated.

#### **ARTICLE 114.00 JOB POSTING, PROMOTIONS AND TRANSFERS**

- 114.01 (a)** In the event that a permanent job becomes vacant, or a new permanent job is established, within the scope of this Agreement, a Job Notice shall be posted on Corporation bulletin boards for a period of not less than ten (10) working days. The Job Notice shall be determined within twenty-five (25) working days from the expiry date of the Job Notice. All Job Notices shall contain educational and experience requirements.
- (b)** The Corporation undertakes to inform the Association when a permanent job will not be filled.
- 114.02** The following jobs need not necessarily be posted:

Junior Clerk  
Office Support - Clerk F  
Telephone Operator - Clerk F  
Office Support - Clerk E  
Junior Draftsperson

- 114.03** No more than three (3) postings shall be required in any one (1) sequence. The Corporation may then determine whether to continue the posting procedure or appoint from existing staff within the Corporation. If appointment is made, without posting, it shall be made on the basis of the criteria of selection as outlined in this Article.

**114.04** Applications in writing will be received from all employees as defined in the Alberta Labour Relations Board Certificates 116-2001 and 117-2001 interested in applying for such posted jobs. Copies of such applications shall be forwarded by the employee to the Association. All applicants, except

(a) where an employee's performance is currently being monitored under a formal Performance Management Plan, or

(b) those specifically identified in Article 114.05 (a) and 114.05 (b),

meeting qualification requirements as stated in the job posting, shall be interviewed.

**114.05** In considering such applicants, the factors which shall be considered are related ability, education, attitude, job performance with the Corporation and related experience with the Corporation. The Corporation is not necessarily obliged to consider the application of an employee:

(a) Where the employee has moved geographically at Corporation expense with less than two (2) years at his present location,

or

(b) Where no promotion is involved with less than one (1) year in his present position.

In the event that an employee's application was not considered by the Corporation, the Corporation shall communicate in writing to the employee the reason(s) why his application was not considered. For the purpose of this Article, a position with a higher calculated hourly rate of pay shall be considered as a promotion. In the case of progression positions, the calculated hourly rate of pay of the position of automatic progression shall be utilized to determine whether or not a promotion is involved. In the event there is no applicant suitable for the job posted, the Corporation reserves the right to hire an applicant not included in the bargaining unit certificates referred to in Article 114.04.

**114.06** When making promotions or transfers, the above outlined procedure and criteria of selection shall apply and when the overall assessment, based on the above stated factors, is equal for two or more of the applicants, the applicant with the greater length of continuous service shall be selected for the posting.

- 114.07** When promotion occurs, the employee concerned shall be placed in that position within his new range which reflects an increase in salary which shall be no less than one increment in the range from which he was promoted or to the top of the new range, whichever is the lesser. Notwithstanding the foregoing, in the event that an employee's present wage is red circled and is administered in the new or a higher salary range, such employee shall not be eligible for an increase in salary.
- 114.08** When an employee is transferred by the Corporation from the probationary to the permanent staff; or from seasonal to probationary or permanent employment in related work; or from one permanent to another permanent staff position (provided such transfer does not result from demotion for just cause, or assignment to a lower classification to provide continued employment), his rate of pay shall not be reduced.
- 114.09** Notwithstanding the foregoing, if a Permanent employee is accepted under a posting for a lower level job or is transferred at his own request, his salary will not be reduced below Step 3 of the salary range.
- 114.10** Unless the date of transfer is specified on the job posting, the successful candidate shall be transferred to his new position within six (6) weeks of being notified by the Corporation of his selection. Where a promotion is involved, the successful candidate's new rate of pay shall come into effect on the day of transfer or six (6) weeks after being notified, if the transfer is delayed by the Corporation.
- 114.11** Notwithstanding the provisions of Article 114.01, by mutual agreement in writing between the Association and the Corporation, vacant permanent positions or new permanent positions may be filled without posting a Job Notice. It is clearly understood that in such cases the provisions as stated in Article 114.05(a) and 114.05(b) shall not be applicable to employees transferred from one position to another without a posting regarding their consideration for all future Job Notices.
- 114.12** Notwithstanding Article 114.01, if a job evaluation results in a reclassification, a Job Notice is not required when the employee occupying the job obtained the job by posting or by waiver.
- 114.13**
- (a)** An employee who is accepted under a posting may be placed under a review period by the Corporation for up to three (3) months. If during the review period it is found that the employee is unsuitable for the job, the Corporation may reinstate the employee in the permanent position they occupied prior to the review period.
  - (b)** An employee affected by Article 114.13(a) will have their pre-review period salary reinstated.



- (c) Notice will be given to the Association prior to an employee being placed under a review period. Notice will also be given to the Association before an employee under a review period is reinstated to his prior position by Article 114.13(a).

**ARTICLE 115.00 CALCULATION OF HOURLY RATES**

**115.01** Hourly rates will be calculated from bi-weekly or daily rates using the following multipliers:

<u>Base To Be Converted</u>	<u>Requirement</u>	<u>Multiplier</u>
Bi-Weekly	Straight Time	.013333333333
Bi-Weekly	Double Time	.026666666666
Daily	Straight Time	.133333333333
Daily	Double Time	.266666666666

**ARTICLE 116.00 HOURS OF WORK AND OVERTIME**

**116.01** For all non-shift employees a normal day’s work shall be seven and one-half (7½) hours between the hours of 0700 and 1900 with a lunch period of one (1) hour. The normal work week shall consist of thirty-seven and one-half (37½) hours Monday through Friday inclusive. The Corporation undertakes to give employees affected forty-eight (48) hours notice of a change in the work week or commencement time of work.

**116.02 (a)** Shift employees shall be deemed to be employees who are required to work a regularly scheduled rotating two-shift or three- shift system. Shift employees shall be subject to a seven and one-half (7½) hour day, and an average thirty-seven and one-half (37½) hour week, and the schedules of shift work shall be posted in advance by the Corporation.

**(b)** The normal hours for shift commencement times shall be as follows:

- (i)** A Day Shift shall commence between 0600 and 0900 hours;
- (ii)** An Evening Shift shall commence between 1400 and 1700 hours;
- (iii)** A Night Shift shall commence between 2200 and 0100 hours;

- (c) Notwithstanding Subsection 116.02 (b), where the work requirements necessitate, the Corporation may institute a regularly scheduled two (2) or three (3) shift system outside the normal shift commencement hours. The Corporation, five (5) working days prior to the implementation of such shift schedule, shall meet with the Association and provide the Association with the reason(s) necessitating the implementation of the shift outside the normal shift commencement hours.
- (d) The Corporation undertakes to give the employees affected forty-eight (48) hours notice of a change in the shift rotation, failing which, the Corporation shall pay the employee double time for the first shift worked.

**116.03** Overtime shall mean any work performed in excess of seven and one-half (7½) hours per day, or thirty-seven and one-half (37½) hours per week, subject to 116.01 and 116.02 above.

**116.04** Payments for authorized overtime shall be on the basis of double (2) time for all hours worked. Note: Refer to 115.01 for calculation of rates.

**116.05** In the particular case of daywork employees who may be required under certain circumstances to work weekend overtime, the Corporation undertakes to arrange the employee's work requirements so that the employee is permitted to take at least one (1) weekend off in every three (3) weekends.

**116.06 (a)** In the event that an employee works more than four (4) hours of overtime in the eight (8) hours immediately preceding his regularly scheduled work period he is entitled to three and three-quarters (3¾) hours off with pay during his next scheduled work period. As determined with the Supervisor, it can be the first (1st) or last three and three-quarters (3¾) hours.

**(b)** Notwithstanding the foregoing, in the event that an employee is called out for work on two (2) or more separate call outs in the eight (8) hours immediately preceding the regularly scheduled work period, the first (1st) call out (of at least the minimum two (2) hour period) plus the time frame between the first (1st) call out and the second (2nd) call out plus the actual time worked on the second (2nd) call out will constitute the accumulated time worked for which the provisions of Clause 116.06 (a) shall apply.

**(c)** An employee working sixteen (16) or more hours in any twenty-four (24) hour period shall be allowed eight (8) consecutive hours of rest at no loss of wages before reporting for duty again.

**(d)** Notwithstanding Article 116.06 (a), (b) and (c), in emergency situations, the employee may be called back to work with additional straight time pay.

## **116.07 Banked Pay**

- (a) Employees shall be allowed to bank overtime pay, shift differential pay and standby allowance pay up to a maximum of five (5) regular days.
- (b) Notwithstanding Articles pertaining to the normal work week, the normal work day and overtime, permanent employees who do not have the opportunity or unlikely to achieve the ability to bank pay as per (a) above, the following will apply:
  - (i) Upon supervisory approval regarding the nature and time of work, a permanent employee may voluntarily work outside of a normal day's work or normal workweek.
  - (ii) Such identified work in point (i) shall not be deemed overtime work and the employee must bank straight time pay for such hours of work to a maximum of five (5) regular days in a calendar year.
  - (iii) An employee who banks pay in accordance with point (ii) is unable to elect to take payment for such banked pay in cash.
- (c) Notwithstanding Article 116.07 (a) or (b), it is understood that at any point in time, the maximum amount of banked pay cannot exceed five (5) regular days.
- (d) In a calendar year, a maximum of five (5) regular days pay only can be removed from banked pay for time off purposes.
- (e) Notwithstanding Article 116.07 (b) and (d), it is clearly understood that such requests are subject to the employee receiving the prior approval of their immediate supervisor and providing such scheduling does not unduly interfere with efficiency or incur overtime.

## **116.08 Daylight Saving Time**

The following shall apply when changing from Mountain Standard Time to Mountain Daylight Time and vice versa.

- (a) When the springtime change occurs, employees who work a full shift commencing between 2200 hours Saturday and 0100 hours Sunday, shall be paid for a regular shift.
- (b) When the fall time change occurs, employees who work a full shift commencing between 2200 hours Saturday and 0100 hours Sunday, shall be paid for a regular shift plus one (1) hour double time.

**116.09** Notwithstanding Article 116.03 and 116.04, in the event that training courses scheduled during the normal working day extend beyond the normal working day the employee shall be paid at straight time pay for each such additional hour associated with the training course beyond the normal working day.

If training courses are specifically scheduled in advance to extend beyond the normal working day the employee shall be paid at double (2) time for each such hour associated with the training course beyond the normal working day.

**116.10** By mutual agreement between the employee and supervisor, the normal day's work, on a long term basis may be rescheduled outside the hours referred to in Subsections 116.01 or 116.02 (b), if applicable, without incurring any overtime payment for the first seven and one-half (7½) hours worked or increased shift differential payment. It is understood that upon thirty (30) calendar days written notice, either the supervisor or employee may terminate such an agreement.

**116.11** The Corporation will not reduce the regular hours of work of any Permanent Employee.

#### **ARTICLE 117.00 CALL OUT**

**117.01** All employees who are called out to perform work after completion of their regular work shifts, from the time the call is made until the employee returns home, shall be paid a minimum of two (2) hours' pay at the applicable overtime rate, or shall be paid for the actual hours worked at the applicable overtime rate, whichever is the greater.

**117.02** Employees called out during the two (2) hours preceding the commencement of their normal work day or shift shall be paid at their applicable overtime rate for the time worked until the start of their normal work day or shift.

**117.03** When employees are called out for work they are deemed to be on duty for the minimum specified period or until the work for which they have been called out has been completed. Further calls received during this period shall be considered a continuation of the initial call and shall not be subject to call out pay.

- 117.04** (a) When employees are required to continue working in excess of two (2) hours beyond the normally scheduled quitting time, the employee will be provided with a reasonable meal in the third hour and every four (4) hours thereafter, as arranged by the Corporation. If the employee does not leave the work site and the meal break does not exceed one-half (½) hour, and the work continues after the meal break, the meal break will be considered as time worked at the applicable overtime rate.
- (b) Without limiting 117.04 (a), when an employee is called out for work, the Corporation shall provide him with a reasonable meal in the fifth (5th) hour and every four (4) hours thereafter, as long as work continues after the meal break. If the employee does not leave the work site and the meal break does not exceed one-half (½) hour and the work continues after the meal break, the meal break will be considered as time worked at the applicable overtime rates.

A practical application of the above arrangements may be made in the case of people working in the Agencies.

- 117.05** An employee called out to work more than two (2) hours prior to the commencement of his regular hours of work shall be provided a meal break, not to exceed one-half (1/2) hour without loss of pay, at a time mutually agreed between the employee and his immediate supervisor.

#### **ARTICLE 118.00 SHIFT DIFFERENTIAL**

- 118.01** A shift differential shall be paid for hours of work outside of the normal hours.
- 118.02** A shift employee working between 1600 to 0800 hours shall be paid as follows:  
Year 2005 one dollar and fifty – eight cents (\$1.58) per hour differential;  
Year 2006 one dollar and sixty– three cents (\$1.63) per hour differential.
- 118.03** Payment of a shift differential is subject to the following conditions:
- (a) A shift differential shall be paid only for the employee's scheduled shifts actually worked.
- (b) A shift differential shall not be paid for any hours of work which are paid for on an overtime basis.
- (c) Any job scheduled in advance for off normal hours requires scheduling for at least three (3) consecutive days to be considered as a scheduled shift.

**ARTICLE 119.00 HOLIDAYS**

**119.01 (a)** All employees covered by this Collective Agreement shall receive a regular day's pay for the holidays listed below:

New Year's Day	Victoria Day	Remembrance Day
Alberta Family Day	Canada Day	Christmas Day
Good Friday	Labour Day	Boxing Day
Easter Sunday	Thanksgiving Day	

**(b)** If the province of Alberta removes the designation of Alberta Family Day as a statutory holiday during the term of this agreement, then Alberta Family Day will be removed from the list of holidays in sub-clause (a).

**119.02** In addition, one Civic Holiday will be recognized and observed by the Corporation, but only in the communities in which it is officially declared and shall apply to all employees regularly based in the community, provided, however, that no employee shall forfeit his entitlement to a Civic Holiday or shall be granted more than one Civic Holiday in any calendar year.

**119.03** To be eligible for and paid for any of the holidays listed above, an employee must have worked for the Corporation at least thirty (30) working days during the preceding twelve (12) months of the holiday and he must have worked his scheduled work shift immediately before and immediately after the holiday. The only exclusion to this requirement will be where an employee is absent due to sickness or accident or by authority of the Corporation.

**119.04** In the event of work being scheduled on such holiday, employees other than those receiving a Shift Bonus, will be paid two (2) times the regular rate in addition to the regular pay for the holiday.

**119.05 (a)** Should one of the recognized holidays excluding Easter Sunday and Boxing Day, for employees other than shift workers fall on either a Saturday or Sunday, the following Monday shall be observed as the holiday.

Easter Sunday for employees other than the shift workers shall be observed on the following Monday or alternatively the staff on a local basis shall be scheduled to the previous Thursday.

Boxing Day for employees other than shift workers shall be observed on the next scheduled working day or alternatively the staff on a local basis shall be scheduled to the last working day immediately preceding the holiday.

In either case, by employee request and with supervisory approval, a subsequent lieu day may be taken. The Corporation and the employee shall provide a minimum of thirty-one (31) day's notice of such scheduling. Employees shall receive holiday pay only once for a given holiday.

- (b) Notwithstanding 119.05(a), where an employee's regularly scheduled work week includes Saturday, should one of the recognized holidays, excluding Easter Sunday or Boxing Day, for employees other than shift workers, fall on a Sunday, the following Monday shall be observed as the holiday.

Easter Sunday for employees shall be observed on the following Monday or, alternatively, the staff on a local basis shall be scheduled to the previous Thursday.

Boxing Day shall be observed on the next scheduled working day or alternatively the staff on a local basis shall be scheduled to the last working day immediately preceding the holiday.

In either case, by employee request and with supervisory approval, a subsequent lieu day may be taken. The Corporation and the employee shall provide a minimum of thirty-one (31) calendar days notice of such scheduling. Employees shall receive holiday pay only once for a given holiday.

**119.06** Notwithstanding the foregoing, excepting shift workers, if Christmas Day falls on either a Saturday or Sunday and is observed on the Monday, Boxing Day shall be observed on the Tuesday or in accordance with 119.05(a) or (b).

**119.07** If a holiday as provided by Section 119.01 falls on a regular day off of a non-bonus shift worker, he shall be granted a day off in lieu of such holiday.

## **ARTICLE 120.00 ANNUAL VACATIONS**

**120.01** All employees who have completed one (1) year of continuous employment shall be entitled to three (3) weeks' annual vacation with regular pay.

**120.02** All employees who have completed eight (8) years of continuous employment shall be entitled to four (4) weeks' annual vacation with regular pay.

**120.03** All employees who have completed sixteen (16) years of continuous employment shall be entitled to five (5) weeks' annual vacation with regular pay.

**120.04** All employees who have completed twenty-five (25) years of continuous employment shall be entitled to six (6) weeks' annual vacation with regular pay.





- 120.05** Vacations may be taken at any time during the calendar year and up to March 31 of the following year by mutual agreement between the employee and the supervisor provided, however, that vacation scheduling is arranged to suit the work schedules of the Corporation.
- 120.06** Vacations shall commence on Mondays unless otherwise arranged mutually in advance.
- 120.07** In the event that a recognized holiday falls within the annual vacation period of any employee other than one eligible to receive the Shift Bonus, such period shall be increased by one (1) day or one (1) subsequent day with supervisory approval for each of the holidays so affected.
- 120.08** Sick leave shall not be deemed to have broken the continuity of employment for purposes of establishing vacation entitlement.
- 120.09** In the year in which an employee qualifies for increased vacation entitlement, such increased entitlement may be taken only after the employee's anniversary date of vacation entitlement.
- 120.10** Requests for annual vacations arranged other than in one unbroken period must be submitted in writing.
- 120.11** For purposes of this Agreement, one (1) week's vacation shall be deemed to be five (5) working days.
- 120.12** Subject to vacation scheduling under Article 120.06 and at the written request of an employee, the Corporation may grant the annual vacation to which the employee is entitled in periods of not less than one (1) day subject to receiving the prior approval of their immediate supervisor and providing such scheduling does not unduly interfere with efficiency or incur overtime.
- 120.13** Notwithstanding the provisions of 120.08, to be eligible for the full vacation entitlement in any year, an employee must have worked 90% of the Corporation's regular working days (excluding Holidays) in the previous calendar year. Where an employee has worked less than 90% of such working days, he shall be entitled to a vacation with regular pay on a pro-rata basis bearing the same relationship to his regular vacation entitlement as the number of days worked bears to 90% of the Corporation's regular working days (excluding Holidays) in the previous calendar year as follows:

Calculate number of days per year:

$(365 \text{ days} - 52 \text{ Sundays} - 52 \text{ Saturdays} - 12 \text{ Holidays}) \times 90\% \text{ Qualification} = 224 \text{ days per year.}$

Calculate number of days actually worked:

(365 days - 52 Sundays - 52 Saturdays – 12 Holidays) – Days Absent)

$$\text{Pro-Rata Vacation Entitlement} = \frac{\text{Number of Days Actually Worked}}{224} \times \text{Days of Vacation Entitlement}$$

## **ARTICLE 121.00 TRAVEL TIME AND EXPENSES**

**121.01** In the event that an employee is required by the Corporation to travel outside of his normal daily hours of work, such employee shall be paid travelling time at the applicable overtime rate of pay for the actual period of time required to travel. Exceptions to this will include travel outside of his normal daily hours of work to attend training sessions where such travel shall be paid at straight time rates.

**121.02** In the event that an employee is required by the Corporation to work away from his permanent base, the Corporation undertakes to provide such employee with the means of travelling between his permanent base and the temporary base and return. However, in the event that the employee is required to use his own transportation, he shall be reimbursed on the regular basis for the total mileage involved. It is clearly understood that such employee shall be reimbursed only when specifically authorized in writing by the Corporation to use his own transportation. Employees authorized to use their own transportation are required to carry adequate insurance coverage.

**121.03** An employee who is required to work away from his home base shall be paid incidental expenses of five dollars and thirty-five cents (\$5.35) (effective January 1, 2006 five dollars and fifty-one cents (\$5.51)) per night for all such nights away from his permanent base. Exceptions to this include training, seminars and meetings.

## **ARTICLE 122.00 BOARD AND LODGING**

**122.01** In the event that an employee is required to perform work away from his home base for longer than one (1) regular working day, the Corporation undertakes to provide such employee with full board and lodging.

## **ARTICLE 123.00 TEMPORARY CHANGE OF DUTIES**

**123.01** (a) A Permanent or Probationary employee temporarily assigned in writing for a period of two (2) or more continuous working days to a position of higher classification shall,

from the first day, be paid at a rate increased by the equivalent step in his present classification or to the top of the range of the

new classification, whichever is lesser. In any event this shall be at least to the bottom of the new range. Notwithstanding the foregoing, in the event that an employee's present wage is red circled and is administered in the new or a higher salary range, such employee shall not be eligible for an increase in salary.

- (b) Except when the employee is temporarily assigned to specifically accommodate maternity leave, adoption leave, parental leave, sick leave and Workers' Compensation Board situations, if an employee is retained in a temporary position for more than one (1) year his present salary shall be administered in the range of the new classification and such person is classified in the higher position.

**123.02** No employee shall be required to take a lesser rate of pay when assigned at the Corporation's request to temporarily perform the duties of another employee.

**123.03** The Temporary Change of Duties Status shall be subject to the overtime provisions of this agreement.

**123.04** The Temporary Change of Duties Status shall apply to annual vacation and the first fourteen (14) calendar days of sick leave if such status was in effect for a period of thirty (30) working days prior to and immediately after the period of time not worked.

#### **ARTICLE 124.00 BASIS OF PAYMENT**

**124.01** Permanent employees shall be paid at a bi-weekly rate related to Schedules 22, 22A, 23, 25, 26, 26A, 27 or 28.

**124.02** Probationary employees shall be paid at a bi-weekly rate related to Schedules 22, 23, 25, 26, 27 or 28. The position of the rate within the salary range of the job shall be determined by the Corporation.

**124.03** Seasonal employees shall be paid at an hourly or daily rate as determined by Note No. 4.

**124.04** All employees shall be paid on a bi-weekly basis. Pay days shall be every second Friday.

#### **ARTICLE 125.00 ONE DAY OFF IN SEVEN**

**125.01** All employees, other than shift employees, shall be allowed twenty-four (24) consecutive hours of rest immediately following each period of not more than six (6) consecutive days of work, except in cases of emergency.

**125.02** Shift employees may be required to work shifts on seven (7) consecutive days providing shift schedules are approved under the Employment Standards Code.

#### **ARTICLE 126.00 TERMINATION OF SERVICE**

**126.01** In the event of a Permanent employee giving notice of termination to the Corporation such termination shall require notice of ten (10) working days.

**126.02** In the event of the Corporation giving notice of termination to a Permanent employee such termination shall require notice of twenty (20) working days.

**126.03** An employee may be discharged for cause without notice or pay in lieu thereof subject to Sections 107.02, 107.03, 107.04, 107.05 and 107.06 of the Grievance Procedure. When an employee is discharged for cause the Corporation will notify the Association within five (5) days.

#### **ARTICLE 127.00 STANDBY ALLOWANCE**

**127.01** Employees who are requested to standby shall receive for such standby duties twenty-four dollars and ninety-one cents (\$24.91) (Effective January 1, 2006 twenty-five dollars and sixty-six cents (\$25.66)) for each normal day and sixty-five dollars and seven cents (\$65.07) (Effective January 1, 2006 sixty-seven dollars and two cents (\$67.02)) for each scheduled day of rest and recognized holiday. In addition, such employee shall be paid the applicable rate for work performed.

**127.02** The Corporation shall determine the number of employees required to standby in each circumstance and shall so designate these employees by schedule. Standby allowance will be paid only to employees officially designated for such duty.

**127.03** Standby on a regular work day means availability on call outside of normal hours of work. On each scheduled day of rest and recognized holiday, standby means availability on call for the full twenty-four (24) hour period. An employee on standby may leave his home for personal reasons, provided he makes arrangements to be reached and to be available for duty within a reasonable time.

**127.04** In the event that an employee is scheduled by the Corporation to more than one-hundred and twenty-six (126) days of Standby in a calendar year, for such period in excess of one-hundred and twenty-six (126) days the rates as stated in Article 127.01 shall be multiplied by two (2).

## **ARTICLE 128.00 INCLEMENT WEATHER ALLOWANCE**

**128.01** Employees who, because of weather or other conditions, work four (4) hours or less in any day, which was previously scheduled as an overtime day, shall be paid for four (4) hours at their applicable overtime rate. Any such employee who reports for work when at the time of leaving his home it was reasonable to expect that work would be performed, shall be paid for four (4) hours at his applicable overtime rate of pay.

## **ARTICLE 129.00 MATERNITY, ADOPTION AND PARENTAL LEAVE**

**129.01** Administration of maternity, adoption and parental leave shall be in accordance with the provisions outlined in the Alberta Employment Standards Code. Contact Human Resources for specific information.

## **ARTICLE 130.00 BEREAVEMENT**

**130.01** In the case of a death in the immediate family, a Permanent or Probationary employee shall be given time off with pay up to a maximum of three (3) working days, whether or not the employee is able to attend the funeral, and up to a maximum of two (2) additional days without pay for extended travel. The term "immediate family" shall be interpreted to mean the following relatives of the employee or the employee's spouse (including common-law): mother, father, sister, brother, husband, wife, son, daughter, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandfather, grandmother, grandchildren, or any dependent relative living in the employee's household.

## **ARTICLE 131.00 CALCULATION OF PREMIUM RATES**

**131.01** If two or more premiums are applicable to the same hours worked, an employee shall receive only the highest premium applicable to such hours. For the same hours worked, an employee shall not receive a premium rate under more than one provision of this Agreement unless otherwise specifically provided.

## **ARTICLE 132.00 REDUCTION OF STAFF**

**132.01 (a)** In the event that it becomes necessary to declare any permanent staff reduction or to implement any lay-offs of permanent employees, prior to such action being taken, the Corporation and the Association shall meet to discuss the procedure to be used. Corporation representatives at these discussions shall include the Vice President of the Division affected and, if necessary, the President.

- (b) Prior to any lay-off or permanent staff reduction of identified permanent employees, the Corporation and the Association shall under the terms of this Agreement, attempt to place the identified permanent employees within the Corporation.
- (c) The Corporation, to the extent reasonably possible, will not lay off or reduce permanent staff while employing seasonal employees.
- (d) Subject to ability, length of continuous service shall be the determining factor in identifying employees affected by a lay-off or permanent staff reduction.
- (e) Identified permanent employees moved to lower positions shall have their present wage rate red circled until such point in time as the incumbent(s) wage rate fits the wage range or the applicable time periods have expired (Refer to Note 5.), whichever comes first.

**132.02** In the event of an increase in staff of a department within one (1) year following a lay-off of staff, an employee will be eligible for rehire on a last out – first in basis. To be eligible, the employee affected by a lay-off shall subsequently advise the Corporation of any change in address. The Corporation will contact an eligible former employee by registered mail and the former employee must acknowledge receipt of the Corporation correspondence within seven (7) calendar days from the date of mailing of the Corporation correspondence and be prepared to report to work with the Corporation within twenty-one (21) calendar days of the date of mailing of the Corporation correspondence.

**132.03** In the event that an employee on lay-off is not recalled back to work by the Corporation within the one (1) year period as stated in Article 132.02, such employee shall be subject to the reduction of permanent staff process in effect at such point in time.

## **ARTICLE 133.00 PROBLEM RESOLUTION FORUM**

**133.01** In order to address administration issues, concerns or problems with the Collective Agreement, Benefit Plans or Management Guides/Policies and to make recommendations to the parties as appropriate, the Corporation and Association will utilize a problem resolution forum.

**133.02** Such meetings shall be for the purpose of dealing with items of general concern between the parties. Either party may arrange for a meeting ensuring that ample time is allocated for each meeting. Each party is expected to be prepared and ready to expand upon the agenda items being discussed in an objective and open-minded manner to mutually resolve the problem.

**133.03** Equal representation from both parties will prevail. Representatives shall be at a senior level and shall not exceed five (5) for each of the parties. Additional personnel will attend on an as

needed basis to address specific topics. Representatives may be added, substituted or changed as required.

#### **ARTICLE 134.00 TECHNOLOGICAL CHANGE**

- 134.01** The Corporation and the Association acknowledge the overall advantages and necessity of technological change and the ongoing requirement to facilitate technological change in the Corporation's operation.
- 134.02** Where a technological change affects the terms and conditions or security of employment of a significant number of employees within this Collective Agreement, and alters significantly the basis on which this Collective Agreement was negotiated, the Corporation and the Association shall meet to discuss the impact and ramification on employees of implementing the technological change.
- 134.03** Technological change does not include normal lay offs resulting from a decrease in the amount of work to be done.

#### **ARTICLE 135.00 PERSONAL PAID DAYS**

- 135.01** All Permanent and Probationary employees shall be entitled to three (3) personal scheduled paid days off in each calendar year January 1<sup>st</sup> – December 31<sup>st</sup>. Unused personal paid days in each calendar year shall be forfeited. Employees appointed to Probationary status in each calendar year shall have their entitlement for personal paid days off prorated based on their continuous service date in the calendar year.
- 135.02** Such employees shall be paid a regular days wages at their normal straight time hourly rate of pay for each personal paid day taken. Payment in respect to personal paid days taken shall be calculated on the basis of a regular day being seven and one-half (7 ½) hours. For such employees working less than full time hours, personal paid days taken shall be calculated on the basis of a regular day being the hours normally worked by such employees.
- 135.03** Personal paid days may be taken at any time during the calendar year by mutual agreement between the employee and the supervisor, provided, however, that personal paid days scheduling is arranged to suit the work schedules of the Corporation.
- 135.04** Notwithstanding Article 135.01, for those Permanent and Probationary employees classified in Schedule 23 Clerical, Secretarial & Related Service Office Jobs, such identified employees for the calendar year January 1, 2005 – December 31, 2005 and the calendar year January 1, 2006 – December 31, 2006, shall be entitled to an additional two (2) personal paid days making a total of five (5) personal paid days off in each of those calendar years. Permanent and Probationary employees obtaining positions in Schedule 23 during the calendar years 2005 or 2006 shall have the additional two (2) paid days off prorated based upon the time in Schedule



23 for the particular calendar year. Unused personal paid days off in each calendar year shall be forfeited.

**135.05** The additional two (2) personal days referred to in Article 135.04 shall discontinue effective the first (1<sup>st</sup>) day of January A.D. 2007 and after such date Article 135.04 will terminate and be of no further force or effect.

**IN WITNESS WHEREOF** the Corporation has hereunto, duly authenticated by the signatures of its proper officers thereunto authorized, and the Association has caused these presents to be executed, all as of the day and year first above written.

**ATCO GAS**

**NATURAL GAS EMPLOYEES'  
ASSOCIATION**

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**President**

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**President**

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**Vice President**

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**Vice President**

**ATCO GAS**  
**SCHEDULE 22**  
**General Office Jobs**  
**Minimum Bi-Weekly (Hourly) Salary Ranges and Steps**

Job Class <u>Number</u>	<u>Job Title</u>	Effective <u>Jan. 1, 2005</u>	<u>Step</u>	Effective <u>Jan. 1, 2006</u>	<u>Step</u>
222800	Chief Meter Reader	\$1950-2370 ( 26.00-31.60)	\$105 ( 1.40)	\$2009-2441 ( 26.79-32.55)	\$108 (1.44 )
222403	Special Meter Reader	1532-2012 ( 20.43-26.83)	80 (1.07 )	1579-2071 (21.05-27.61 )	82 ( 1.09)
222201	Meter Reader	1254-1686 (16.72-22.48 )	72 ( 0.96)	1293-1737 ( 17.24-23.16)	74 (0.99 )

Annual step.

Hourly wage range and step shown in brackets.

**ATCO GAS  
SCHEDULE 22A  
General Office Jobs  
Minimum Bi-Weekly (Hourly) Salary and Step**

This special Schedule is applicable only to those incumbents who were employed prior to March 18, 1985 in the classification listed below.

<u>Job Class</u> <u>Number</u>	<u>Job Title</u>	<u>Effective</u> <u>Jan. 1, 2005</u>	<u>Step</u>	<u>Effective</u> <u>Jan. 1, 2006</u>	<u>Step</u>
222200	Meter Reader	\$1832 (24.43 )	\$90 (1.20)	\$1887 (25.16 )	\$93 (1.24)

Annual step.

Hourly wage and step shown in brackets.

**ATCO GAS**  
**SCHEDULE 23**  
**Clerical, Secretarial & Related Service Office Jobs**  
**Minimum Bi-Weekly (Hourly) Salary Ranges and Steps**

<u>Job Class</u> <u>Number</u>	<u>Job Title</u>	Effective <u>Jan. 1, 2005</u>	<u>Step</u>	Effective <u>Jan. 1, 2006</u>	<u>Step</u>
230600	Clerk A	\$1937-2333 (25.83-31.11)	\$99 (1.32)	\$1986-2390 (26.48-31.87)	\$101 (1.35)
230500	Clerk B	1815-2199 (24.20-29.32)	96 (1.28)	1861-2253 (24.81-30.04)	98 (1.31)
230400	Clerk C	1684-2020 (22.45-26.93)	84 (1.12)	1727-2071 (23.03-27.61)	86 (1.15)
230300	Clerk D	1511-1847 (20.15-24.63)	84 (1.12)	1549-1893 (20.65-25.24)	86 (1.15)
230200	Clerk E	1328-1664 (17.71-22.19)	84 (1.12)	1362-1706 (18.16-22.75)	86 (1.15)
230100	Clerk F	1041-1411 (13.88-18.81)	74 (0.99)	1067-1447 (14.23-19.29)	76 (1.01)
230000**	Junior Clerk	970-1240 (12.93-16.53)	54 (0.72)	995-1270 (13.27-16.93)	55 (0.73)

Annual step.

\*\*Progression Job – See Appendix A

Hourly wage range and step shown in brackets.

**ATCO GAS  
SCHEDULE 25  
Draftsperson Jobs  
Minimum Bi-Weekly (Hourly) Salary Ranges and Steps**

Job Class <u>Number</u>	<u>Job Title</u>	Effective <u>Jan. 1, 2005</u>	<u>Step</u>	Effective <u>Jan. 1, 2006</u>	<u>Step</u>
255500	Group Leader – Graphics	\$2243-2671 (29.91-35.61 )	\$107 (1.43 )	\$2311-2751 (30.81-36.68 )	\$110 ( 1.47)
254500	Senior Draftsperson	2157-2565 (28.76-34.20 )	102 (1.36 )	2222-2642 (29.63-35.23 )	105 (1.40 )
251500	Draftsperson	1912-2252 (25.49-30.03 )	85* (1.13 )	1971-2323 (26.28-30.97 )	88* (1.17 )
251000	Entry Level to Draftsperson Job Class 251500 – 251599	1487-1912 (19.83-25.49 )	85* (1.13 )	1531-1971 (20.41-26.28 )	88* (1.17 )
250500**	Junior Draftsperson	1317-1742 (17.56-23.23 )	85 (1.13 )	1355-1795 (18.07-23.93 )	88 ( 1.17)

Annual Steps except those marked with an asterisk (\*) which are semi-annual.

\*\*Progression Job - see Appendix B.

Hourly wage range and step shown in brackets.

**ATCO GAS**  
**SCHEDULE 26**  
**Reprographics and Related Jobs**  
**Minimum Bi-Weekly (Hourly) Salary Ranges and Steps**

<u>Job Class</u> <u>Number</u>	<u>Job Title</u>	<u>Effective</u> <u>Jan. 1, 2005</u>	<u>Step</u>	<u>Effective</u> <u>Jan. 1, 2006</u>	<u>Step</u>
260401	Graphic Designer	\$1701-2041	\$85	\$1751-2103	\$88
260402	Senior Printer	( 22.68-27.21)	(1.13 )	(23.35-28.04 )	( 1.17)
260403	Graphic Artist				
260302	Systems Operator (Reprographics)	1526-1866 (20.35-24.88 )	85 (1.13 )	1571-1923 (20.95-25.64 )	88 (1.17 )
260303	Printing Press Operator				
260304	Document Production Operator				
260202	Bindery Operator	1340-1680 ( 17.87-22.40)	85 (1.13 )	1379-1731 ( 18.39-23.08)	88 (1.17 )

Annual step.

Hourly wage range and step shown in brackets.

**ATCO GAS**  
**SCHEDULE 26A**  
**Reprographics and Related Jobs**  
**Minimum Bi-Weekly (Hourly) Salary and Step**

This special schedule is applicable to only those incumbents who are employed prior to April 1, 1999 in the classification listed below.

<u>Job Class</u> <u>Number</u>	<u>Job Title</u>	<u>Effective</u> <u>Jan. 1, 2005</u>	<u>Step</u>	<u>Effective</u> <u>Jan. 1, 2006</u>	<u>Step</u>
266500	*Systems Operator	\$2040 ( 27.20)	\$85 ( 1.13)	\$2101 (28.01 )	\$88 (1.17 )

Annual step.

Hourly wage and step shown in brackets.



**ATCO GAS**  
**SCHEDULE 27**  
**Land Administration Jobs**  
**Minimum Bi-Weekly (Hourly) Salary Ranges and Steps**

Job Class <u>Number</u>	<u>Job Title</u>	Effective <u>Jan. 1, 2005</u>	<u>Step</u>	Effective <u>Jan. 1, 2006</u>	<u>Step</u>
275703	Rural Representative	\$2084-2508	\$106	\$2147-2583	\$109
275704	Rural Representative-Operations	( 27.79-33.44)	(1.41 )	(28.63-34.44 )	(1.45 )
275707	Design Assistant				
<hr/>					
275600	Entry Level to Job Class 275700 - 275799	1554-2084 ( 20.72-27.79)	106 (1.41 )	1602-2147 ( 21.36-28.63)	109 (1.45 )
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Annual step.

Hourly wage range and step shown in brackets.

**ATCO GAS**  
**SCHEDULE 28**  
**Engineering Technologist Jobs**  
**Minimum Bi-Weekly (Hourly) Salary Ranges and Steps**

<u>Job Class</u> <u>Number</u>	<u>Job Title</u>	<u>Effective</u> <u>Jan. 1, 2005</u>	<u>Step</u>	<u>Effective</u> <u>Jan. 1, 2006</u>	<u>Step</u>
286500	Engineering Technologist I	\$2270-2710 (30.27-36.13 )	\$110* (1.47 )	\$2338-2790 ( 31.17-37.20)	\$113* (1.51 )
286400	Entry Level to Job Class 286500 – 286599	1720-2270 (22.93-30.27 )	110* ( 1.47)	1773-2338 ( 23.64-31.17)	113* (1.51 )
286300	Engineering Technologist II	2104-2544 (28.05-33.92 )	110* (1.47 )	2167-2619 ( 28.89-34.92)	113* ( 1.51)
286000	Entry Level to Job Class 286300 – 286399	1554-2104 (20.72-28.05 )	110* (1.47 )	1602-2167 (21.36-28.89 )	113* (1.51 )

\*Semi-annual step.

## NOTES

Applying to:

- “Schedule 22 and 22A - General Office Jobs”
- “Schedule 23 - Clerical, Secretarial & Related Service Office Jobs”
- “Schedule 25 - Draftsperson Jobs”
- “Schedule 26 - Reprographics and Related Jobs”
- “Schedule 26A - Reprographics and Related Jobs”
- “Schedule 27 – Land Administration”
- “Schedule 28 - Engineering Technologist Jobs”

**1.** Administration of Steps:

Progression through the ranges will be made annually (January) or alternatively, if provided by the Schedule, semi-annually (January and July) as follows:

- (a) Satisfactory performance: one step increase.
- (b) Superior performance: one step increase as above, plus one-half step increase.
- (c) Sub-standard performance: withhold one-half step increase or one step increase as appropriate. Review at midyear for further action.

- 2.** A probationary employee as defined in Article 103.00 must be paid a minimum salary of at least the bottom of the range. On appointment to permanent staff an employee shall be advanced one increment in the wage range or to the top of the wage range whichever is the lesser. At the date of the first increment review (January 1st or alternatively July 1st) following the employee's appointment to permanent staff the increment adjustment as applicable shall be retroactive to the date of appointment to permanent staff by applying 1/12 or 1/6 increment per month subject to annual or semi-annual review respectively as indicated by the schedule. Increments shall be subject to all requirements in Note 1.
- 3.** Entry level jobs will also be subject to the above probationary rules and will receive an equivalent full step increase on successful completion of one hundred and eighty (180) days' employment. Their performance will again be reviewed in one year and they must reach the top of the entry level range within, at most, thirty (30) months.
- 4.** Employees performing any jobs in these schedules on a seasonal basis, shall be paid on an hourly or daily rate calculated from the equivalent ranges.

5. The following terms and conditions apply only to red circled employees identified in Article 113.06, 132.01 (e).
- (a) For those employees red circled prior to January 1, 2000, such employees will have salary protection until December 31, 2004. It is understood that after December 31, 2004, in the event that the employee's red circled wage rate is higher than maximum wage rate of the position classification of work being performed, the employee's wage rate will be adjusted downward to the maximum of the position classification wage rate.
  - (b) For those employees red circled after January 1, 2000, such employees will have salary protection for a three (3) year period commencing from the date of becoming red circled. It is understood that after the three (3) year period, in the event that the employee's red circled wage rate is higher than maximum wage rate of the position classification of work being performed, the employee's wage rate will be adjusted downward to the maximum of the position classification wage rate.
  - (c) It is agreed that if an employee's wage is red circled, and such employee is awarded a position as a result of a Job Notice, such employee maintains their red circled wage until the time period as expressed in note 5 (a) or 5 (b) have expired whichever is the case.

**APPENDIX A  
PROGRESSION JOBS**

**Progression From**

**Progression To**

Junior Clerk

Clerk F

**SUBJECT TO THE FULFILLMENT OF THE FOLLOWING CONDITIONS:**

1. The employee is expected to learn by on-the-job training the basic knowledge pertaining to the higher level job and to have demonstrated their ability to perform such work.
2. Contingent on satisfactory performance.
3. Progression from the lower level job to the higher level job will be made without job posting.

**APPENDIX B  
PROGRESSION  
FROM "JUNIOR DRAFTSPERSON"  
TO "ENTRY LEVEL TO DRAFTSPERSON"**

Progression from the job of "Junior Draftsperson" through "Entry Level to Draftsperson" is regarded as a normal progression subject to the fulfillment of the following conditions:

1. Progression from "Junior Draftsperson" to "Entry Level to Draftsperson" will be contingent upon satisfactory performance and made without job posting.
2. Progression may be achieved as follows:
  - (a) Upon successful completion of Corporation specified courses available to the employee. Such available courses must be completed within three (3) years of employment as a "Junior Draftsperson".
  - (b) Where all or some of the "specified" courses are not available the employee shall progress to "Entry Level to Draftsperson" upon completion of three (3) years of employment as a "Junior Draftsperson": it being understood that as required courses become available the employee shall be required to successfully complete said courses even though he has achieved progression to the "Entry Level to Draftsperson".
3. The Corporation will advise the Association if an employee is unable to meet the normal requirements of progression. The employee will be given three (3) months to secure another job within the Corporation, under the terms of the Collective Agreement. If unsuccessful, the employee's employment may be terminated by the Corporation.
4. The Corporation will advise the Association of the name of an employee who is not eligible for progression from the lower level job to the higher level job. Accordingly, the employee would not be required to follow the procedures set out in Item #3 above.