

# Agreement

Between

**ATCO** *Power*

and



CANADIAN  
ENERGY WORKERS  
ASSOCIATION

**2002 -2003**

## TABLE OF CONTENTS

<b>Article</b>	<b>Article Heading</b>	<b>Page #</b>
Article 1.00	Term of Agreement	3
Article 2.00	Definitions and Interpretation	3
Article 3.00	Temporary and Permanent Part-Time Employees	4
Article 4.00	Job-Sharing	5
Article 5.00	Job-Splitting	5
Article 6.00	Wage Schedules, Notes and Appendices	6
Article 7.00	Recognition and Application	6
Article 8.00	Discrimination	6
Article 9.00	Rights of Management	6
Article 10.00	Continuity of Service	7
Article 11.00	Probationary Period	7
Article 12.00	Temporary Assignment to Higher Classification	7
Article 13.00	Job Classes, Evaluations and Assessments	9
Article 14.00	Job Posting and Job Progression	11
Article 15.00	Hours of Work	15
Article 16.00	Overtime	19
Article 17.00	Converting Monthly Salary to Hourly Rate	20
Article 18.00	Holidays	20
Article 19.00	Annual Vacation	21
Article 20.00	Call Out	23
Article 21.00	Shift Differential and Sunday Premium	23
Article 22.00	Standby	23
Article 23.00	Pay For Working On Steel Radio Towers and Stack	24
Article 24.00	Board and Lodging	24
Article 25.00	Bereavement Leave	25
Article 26.00	Termination of Service	26
Article 27.00	Parental Leave	26
Article 28.00	Grievance Procedure	26
Article 29.00	Policy Grievances	30
Article 30.00	Excluded Personnel	31
Article 31.00	Association Dues	31
Article 32.00	Notices	31
Article 33.00	Employee Relations Council	31
Article 34.00	Layoffs	32
Article 35.00	Reduction of Staff	32
Article 36.00	Contract Arbitration	33
Article 37.00	Self-Financed Leave	34
Article 38.00	Discipline	34
Article 39.00	Ticket Bonus	35
Article 40.00	Waiver of Specific Clauses	35

Article 41.00	Contracting Out	35
Article 42.00	Safety Boots	36

<b>Wage Schedules</b>	<b>Wage Schedule Heading</b>	<b>Effective Date</b>	<b>Page #</b>
Schedule 30	Table I Office Jobs (7.5 hours)	Jan 1, 2002	38
Schedule 32	Table I Office Jobs (7.5 hours)	Jan 1, 2002	39
Schedule 32A	Table I Field-Based Office Jobs (8 hours)	Jan 1, 2002	40
Schedule 34	Table II Apprenticeship Jobs	Jan 1, 2002	41
Schedule 36	Table II Steam Plant Non-Office Jobs	Jan 1, 2002	43
Schedule 37	Table II Non-Office Jobs	Jan 1, 2002	46
Schedule 38	Table II Technical Non-Office Jobs	Jan 1, 2002	47
	Notes Applying to all Wage Schedules		49

<b>Appendices</b>	<b>Appendix Heading</b>	<b>Page #</b>
Appendix A	Letter of Understanding re: Job Posting	50
Appendix B	Job Progression	51
Appendix C	Entry Level Jobs	52
Appendix D	12 Hour Shifts - Generation Shift Workers	53
Appendix G	8-10 Hour Non-Rotating Shift Employees	63
Appendix H	Pro-Rated Vacation Entitlement Calculation	71

<b>Letters</b>	<b>Subject</b>	<b>Page #</b>
	Letter of Agreement - Severance Provisions	72
	Letter of Agreement - Alberta Health Care Premiums	74
	Letter of Agreement - Pension and Benefits	75
	Letter of Agreement - Spare Shifts	76
	Letter of Agreement - Wage Re-Opener	77

## **AGREEMENT**

THIS AGREEMENT made as of the first day of January AD 2002 and consolidated herein between:

**ATCO POWER CANADA LTD.**, a body corporate with head office at the City of Calgary, in the Province of Alberta (hereinafter called "the Company").

OF THE FIRST PART,

AND

**CANADIAN ENERGY WORKERS ASSOCIATION**, a trade union within the meaning of The Labour Relations Act, of the said City of Edmonton (hereinafter called "the Association").

OF THE SECOND PART,

Whereas the Company is an independent power producer in the business of designing, constructing, commissioning and operating power generation facilities in the said Province of Alberta.

AND

Whereas by Certificate No. 92-2001 dated the 23<sup>rd</sup> day of March, 2001, and issued by the Labour Relations Board for the said Province (hereinafter called "the Board") and made pursuant to the provisions of the Alberta Labour Act, the Association has been certified as bargaining agent for a unit of employees of the Company comprising: "all employees except those employed as managers, department heads, in professions and in confidential capacities." The above certification No. 92-2001 is hereinafter referred to as "the Certificate".

## **SPIRIT OF AGREEMENT**

Whereas the Company is an organization wherein the money of investors is combined with the judgment, abilities, experience and energy of the management and employees to support the power generation business.

AND

Whereas it is agreed that the service rendered by the Company, its management and employees directly or indirectly to power generation customers from time to time served by the Company, is essential to the welfare of these customers.

AND

Whereas it is essential to the livelihood and in the best interest of the Company, its management and employees to direct their respective efforts towards the efficient and economical operation of the Company business.

AND

Therefore, this Agreement recognizes and accepts the principles and spirit of good team work 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 favourable 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.

## **ARTICLE 1.00 TERM OF AGREEMENT**

- 1.01 This agreement remains in force from January 1, 2002 to December 31, 2003 and from year to year thereafter, unless notice of amendment or termination is given as required in clause 1.02.
- 1.02 If either the Company or the Association wishes to amend or terminate this agreement, it must give the other party notice between September 1, 2003 and November 1, 2003.
- 1.03 If either party wishes to negotiate and enter into another collective agreement to replace this agreement, the parties shall meet and exchange proposals no later than September 15, 2003. The parties will then undertake negotiations for a new agreement.
- 1.04 If the parties have not resolved all issues through negotiations by October 15, 2003, a new collective agreement will be concluded and will become effective November 1, 2003. That agreement will contain the following items:
- (a) the previous collective agreement with amendments to the extent agreed upon in negotiations;
  - (b) lists, prepared by each party, of all unresolved matters, indicating those items which either party wishes to have made retroactive; and
  - (c) an article identical to Article 36.00 of this agreement.
- That agreement will then be settled by the arbitration board selected or appointed under Article 36.00 for resolution of the unresolved issues and requests.
- 1.05 Until the arbitration board makes its award, the terms and conditions of the agreement reached under clause 1.04 (a) and (c) will be in force.

## **ARTICLE 2.00 DEFINITIONS AND INTERPRETATION**

2.01 For the purposes of this agreement,

"Association" means the Canadian Energy Workers Association;

"Casual Employees" means employees who do not work for the Company for more than 32 Days in any three-month period, and all employees performing janitorial work in district offices;

"Company" means ATCO Power Canada Ltd;

"Continuous Employment" means employment as a Probationary Employee or Permanent Employee which has been unbroken by termination;

"Day", unless modified, means a calendar day;

"Job" means a unique position within the Company (e.g. Clerk I - accounting is a Job; Clerk I - lands is a different Job);

"Job Class" means all Jobs in the Company with the same basic title (e.g., all Clerk I's constitute a Job Class; all Clerk II's constitute a separate Job Class.);

"Job Posting" means a document which invites applications for a vacant Job or a new Job;

"Part-time Employee" means an employee who works a regular schedule of reduced hours each Day or week, and whose regularly scheduled hours total fewer than 15 hours per week;

"Permanent Employee" means an employee who has been appointed to a permanent Job and has completed a probationary period required by Article 11.00;

"Permanent Part-time Employee" means an employee who has been appointed to a permanent Job, has completed a probationary period required by Article 11.00 and who works a regular schedule of reduced hours each Day or week, totaling 15 hours or more per week;

"Probationary Employee" means an employee who has been appointed to a permanent Job and has not completed the probationary period of employment required by Article 11.00;

"Temporary Employee" means an employee who is employed, on a full-time or part-time basis,

(a) for work which is not of a permanent or continuing nature, or

(b) on a special, limited-term project,

and whose employment will be terminated when the work is completed.

"Working Day" means a Day on which an employee is scheduled to work.

2.02 Headings used throughout this agreement are inserted for reference purposes only and are not to be relied on in interpreting the agreement.

2.03 Where singular or masculine terms are used in this agreement, they shall be interpreted as including the plural or feminine, as the context requires.

### **ARTICLE 3.00 TEMPORARY AND PERMANENT PART-TIME EMPLOYEES**

3.01 Temporary Employees, other than those working on a special, limited-term project, cannot work more than 60 per cent of the normal hours per year for the Job in which they are placed.

3.02 The regularly scheduled hours of Permanent Part-time Employees will not be more than 80 per cent of the normal hours (on an annual basis) for the Job in which they are placed. Any overtime hours worked do not count toward the 80 per cent calculation.

3.03 The Company will not use Temporary or Permanent Part-time Employees to displace any Permanent Employee or Job or to reduce the regular hours of work of any Permanent Employee or Job. This clause will not apply to cases where Article 4.00 (Job-sharing) or Article 5.00 (Job-splitting) applies.

3.04 Except for turbine plant operator Jobs, Permanent Part-time Employees will not be hired to perform Jobs listed in schedules 34, 36 or 38.

#### **ARTICLE 4.00 JOB-SHARING**

- 4.01 Two employees may apply to the Company for permission to jointly fill one permanent Job.
- 4.02 The Company is not obliged to agree to such a request.
- 4.03 If the Company agrees to such a request, the two employees, their manager and the Company shall sign a Job-sharing agreement.
- 4.04 The Job-sharing agreement will set out the terms of the arrangement, including the right of either employee to withdraw from the arrangement after giving a certain amount of notice.
- 4.05 The Job-sharing agreement will also include the Company's right to terminate the arrangement if it proves unsatisfactory and will explain what will happen to the employees if the Company withdraws its consent.
- 4.06 Nothing in a Job-sharing agreement may contradict this Collective Agreement.
- 4.07 If either employee involved in a Job-sharing agreement withdraws from the arrangement, the other employee must fill the Job on a full-time basis.
- 4.08 The Company shall send the Association a copy of every Job-sharing agreement as soon as it has been signed.

#### **ARTICLE 5.00 JOB-SPLITTING**

- 5.01 This article applies only when:
  - (a) a vacancy occurs in a permanent, clerk-typist A, clerk I, clerk II, or receptionist Job; and
  - (b) the Company believes the Job must be staffed for more than seven and one half hours per Day.
- 5.02 The Company may choose to fill a Job with two Permanent Part-time Employees.
- 5.03 Once the Company has decided to use this article to fill a Job, it may end the arrangement only if it provides the people filling the Job with other Jobs:
  - (a) providing at least the same number of hours of work per week;
  - (b) providing at least the same hourly rate of pay; and
  - (c) in the same location.
- 5.04 If the Company terminates a Job-splitting arrangement:
  - (a) the Job involved will revert to the same hours of work that were in effect prior to the Job being split, and



- (b) the Job will be offered to one of the persons occupying the Job. If both employees wish to assume the Job on a full-time basis, the Company will, in deciding upon the successful candidate, consider the following factors (not in order of priority): related ability, education and Job-related experience, and performance.

#### **ARTICLE 6.00 WAGE SCHEDULES, NOTES AND APPENDICES**

- 6.01 The provisions of wage schedules 30 to 38 inclusive, together with the notes applying to these schedules and appendices A to H, all of which are attached hereto, form part of this agreement.
- 6.02 Any changes to this agreement as officially agreed to and signed by both parties shall be attached to and form part of this collective agreement.

#### **ARTICLE 7.00 RECOGNITION AND APPLICATION**

- 7.01 The Company recognizes the Association as the exclusive bargaining agent for the members of the bargaining unit and recognizes the right of any bargaining unit member to be represented by an Association officer.
- 7.02 This agreement applies to all Company employees who are members of the bargaining unit as established by the Alberta Labour Relations Board certification.
- 7.03 This agreement does not apply to Casual Employees.

#### **ARTICLE 8.00 DISCRIMINATION**

- 8.01 The parties will not discriminate against any employee because of membership or non-membership in the Association or for taking part in any activities permitted by the Company, this agreement or any applicable law.

#### **ARTICLE 9.00 RIGHTS OF MANAGEMENT**

- 9.01 The Company has sole and exclusive control of all matters concerning the operation, management and administration of its business.
- 9.02 The Company has exclusive rights over all matters not addressed by this agreement and, in general, retains the residual rights of management.
- 9.03 Only specific provisions of this agreement can serve to abridge any of the Company's rights.
- 9.04 Without restricting the generality of this article, the Company may hire, classify or promote any employee. The Company may also, for just cause, discipline, demote for disciplinary reasons, suspend or discharge any employee.
- 9.05 The Company's rights shall be exercised in accordance with its commitments and responsibilities.

## **ARTICLE 10.00 CONTINUITY OF SERVICE**

- 10.01 The Association will not directly or indirectly sanction, authorize or allow any stoppage of work or any action that restricts or limits service or production.
- 10.02 The employees will not become involved in any of the actions prohibited under clause 10.01.
- 10.03 The Company will not cause any lockout of employees.

## **ARTICLE 11.00 PROBATIONARY PERIOD**

- 11.01 A person hired for a Permanent or Permanent Part-time Job will formally be appointed to that Job only after completing a probationary period.
- 11.02 The probationary period, which will not be more than six months in length, is designed to allow the Company to assess an employee.
- 11.03 During the probationary period, the Company may terminate an employee at its discretion.
- 11.04 The employee's performance will be reviewed and discussed between the supervisor and the employee periodically during the probationary period. The final performance review will take place during the last 30 days of the probationary period.
- 11.05 When a person hired for a permanent Job successfully completes the probationary period, the employee shall be formally appointed to the Job. The appointment shall be confirmed in writing to the employee within seven Days of the end of the probationary period.
- 11.06 When a Temporary Employee or Part-time Employee is hired for a permanent Job, and has spent time working in Job-related duties, the probationary period will be reduced as follows:
  - (a) If the person has been employed by the Company in Job-related duties for more than three months, the probationary period will be reduced by at least three months.
  - (b) If the person has been employed by the Company in Job-related duties for less than three months, the probationary period will be reduced by the actual amount of time the employee has spent in Job-related duties.

## **ARTICLE 12.00 TEMPORARY ASSIGNMENT TO HIGHER CLASSIFICATION**

- 12.01 (a) Supervisors may, at their discretion, temporarily assign a Permanent or Probationary Employee to a Job which has a higher maximum rate of pay than the employee's current Job.
- (b) Any such assignment shall be in writing.

- 12.02 (a) When an employee is temporarily assigned to a Job which is covered by this collective agreement, the employee's rate of pay while so assigned shall be calculated, from the first Day, as follows:
- (1) The rate shall usually be equal to the employee's normal pay plus one increment, as identified for the employee's normal Job.
  - (2) If the rate set out in sub-paragraph 1 is less than the minimum of the salary range for the Job to which the employee is assigned, the employee shall be paid the minimum rate for that Job.
  - (3) If the rate set out in sub-paragraph 1 is higher than the maximum of the salary range for the Job to which the employee is assigned, the employee shall be paid the maximum rate for that Job.
- (b) While acting in a Job to which this clause applies, the employee's salary in the acting Job will be used as the basis for overtime and any other payment which relates to the employee's hourly rate of pay.
- 12.03 (a) An employee who is temporarily assigned to a Job which is outside the scope of this collective agreement, will be paid, from the first Day, at a rate of five percent higher than the employee's normal pay.
- (b) Prior to the temporary assignment taking effect, the employee and supervisor will sign a written agreement setting out any additional increment (not to exceed five percent) that may be payable during the temporary assignment and the time and conditions under which such payment shall be made.
- (c) While acting in a Job to which this clause applies, the salary of the employee's normal Job will be used as the basis for overtime and any other payment which relates to the employee's hourly rate of pay.
- 12.04 An employee on temporary assignment will be paid at the job rate of the higher classification for any annual vacation and the first 14 Days of sick leave if:
- (a) the employee has been in the temporary assignment for at least 30 Days before the vacation or sick leave, and
  - (b) the employee continues the temporary assignment following the employee's return from annual vacation or sick leave.
- 12.05 An employee who remains in a temporary assignment for more than one year will receive the increments which would be awarded to an employee in the Job to which the temporary assignment has been made, so long as the employee remains in that Job. This is not to be deemed as a change in the employee's permanent Job Class.
- 12.06 Employees who are serving in temporary assignments are entitled to receive the increments they would have received in their regular Jobs.
- 12.07 This clause applies only to employees of Battle River, Sheerness, and H. R. Milner generating stations. An employee who is assigned to direct or oversee;
- (a) a project involving two or more contracted employers, or

- (b) three or more employees of a contracted employer, or
- (c) two or more concurrent projects, each involving a contracted employer,

will receive an increase to their regular pay of one increment up to a maximum of the lead hand rate for their Job Class Code for the duration of the assignment.

## **ARTICLE 13.00 JOB CLASSES, EVALUATIONS AND ASSESSMENTS**

### **Interpretation**

13.01 For the purposes of this article,

- (a) "Evaluation Plan" means a formal system adopted for determining the relative value of a Job or Job Class and setting out specific criteria for making that determination;
- (b) "Assessment" means measuring a specific Job or Job Class within the Company against
  - (1) standards in a formal Evaluation Plan, if one exists for the schedule in which the Job is listed; or
  - (2) any other relevant standards, if no Evaluation Plan exists for that Job Class.

### **Evaluation Plans**

13.02 The Association acknowledges that the Company has adopted an Evaluation Plan for those Job Classes listed in schedule 50 of this agreement. The Company agrees to notify the Association if an Evaluation Plan is adopted for any other schedule.

### **New Classifications**

- 13.03 (a) The Company may establish and implement a new Job or Job Class and set the wage rate for it. The Company will notify the Association of the new Job or Job Class and wage rate within 14 Days of establishing it.
- (b) The parties agree to discuss, as necessary, whether or not positions should fall within the scope of this collective agreement. In these discussions, the parties will be guided by any criteria, which have been agreed upon, between them.

13.04 If the Association disagrees with the new Job or Job Class or the wage rate assigned to it, it may appeal the Company's action by using the procedure set out in clause 13.09.

### **Assessments**

13.05 When significant changes occur in a Job or Job Class, such that an employee, the Association or the Company feels the Job may be in an inappropriate Job Class:

- (a) an employee may request that his or her Job be assessed by sending a written request and a position fact sheet to Human Resources and to the Association, in which case, the Company will begin the Assessment within 30 Days of receiving the request;
  - (b) the Association may request that a Job or Job Class be assessed by sending a written request and a position fact sheet to Human Resources, in which case, the Company will begin the Assessment within 30 Days of receiving the request; or
  - (c) the Company may, on its own initiative, assess a Job or Job Class, in which case, it shall notify the Association in writing within five Days of beginning the Assessment.
- 13.06 The Company will complete the Assessment as quickly as possible, but no later than 90 Days after the request was received, or the notice was given, as the case may be.
- 13.07 The Company will give notice of the results of the Assessment and the reasons for the decision, to the Association, the employee who initiated the Assessment and to the employee's supervisor, within five Days of completion of the Assessment.
- 13.08 If the Association disagrees with the Assessment, it may initiate an appeal using the procedure set out in clause 13.09.

#### **Appeal Procedure**

- 13.09 The Association shall begin an appeal by giving notice to Human Resources within 14 Days of receiving notice of the Company's decision.
- 13.10 The appeal will be dealt with by a resolution committee.
- 13.11 The Association will, in its notice of appeal, name a representative to the resolution committee.
- 13.12 Within 14 Days of receiving the Association's notice, the Company will notify the Association of the Company's representative to the resolution committee.
- 13.13 The representatives so appointed shall, within 10 Days, agree upon a chair, who shall be qualified in wage determination and administration. The committee shall notify the parties of the name of the chair.
- 13.14 Each member of the resolution committee shall have one vote.
- 13.15 Within 30 Days of the appointment of the chair, the resolution committee shall consider all relevant matters and issue a written report deciding the issues before it.
- 13.16 The decision of a majority of the committee is the decision of the committee. It is final and binding upon the parties.
- 13.17 Each party will bear the expenses of its respective representative on the resolution committee. The expenses of the chair shall be shared equally by the parties.

### **Retroactivity**

- 13.18 If an Assessment results in one or more Jobs being changed so that a higher wage is applicable, the change shall be retroactive to the date on which the Company received or gave notice, as the case may be.

### **Changes in Job Class**

- 13.19 The Company will give the Association written notice of changes of an employee's Job or Job Class. No notice is required in the case of progression movement as set out in Appendix B.

### **Job Descriptions**

- 13.20 A Job description will be established for each Job. A copy of the Job description will be given to the Association and the employee.
- 13.21 When a Job description is changed, the Company will, within 14 Days of the change, give a copy of the revised Job description to the Association and the affected employee.
- 13.22 During the annual performance review, the Job description will be reviewed by the supervisor and employee meeting together. If there have been significant changes to the Job, the supervisor will notify the Human Resources within 90 Days. Human Resources will confirm those changes to the Job description by notice to the employee, in writing, within 45 Days of receiving notice from the supervisor.

## **ARTICLE 14.00JOB POSTING AND JOB PROGRESSION**

- 14.01 The Company is committed to the development of employees from within the bargaining unit. This commitment is discussed in more detail in Appendix A of this agreement.
- 14.02 The Company will issue a Job Posting whenever there is a vacancy in a permanent Job or a new permanent Job is created which is within the scope of this agreement, subject only to clauses 14.03, 14.04, 14.05 and 14.08.
- 14.03 Progression as set out in Appendix B of this agreement does not constitute a new or vacant Job.
- 14.04 The Company is not obliged to issue a Job Posting before hiring a Part-time Employee or a Temporary Employee.
- 14.05 No posting is required if a Job has been assessed or evaluated to a higher class, if the person who held the Job before the Assessment or Evaluation remains in the Job.
- 14.06 Job Postings will be placed on bulletin boards throughout the Company and remain there for 14 Days. A copy of the postings will be sent to the Association.
- 14.07 A Job Posting will contain information as to the minimum education and experience required for the Job. If the Job is one for which there is a normal progression track, the posting will also list the qualifications required for progression. The posting will

provide the name of a person who, on request, will give particulars related to the Job to any bargaining-unit member.

14.08 (a) When

- (1) an employee is selected for a position for which a Job Posting was issued, and
- (2) that employee's successor is selected as a result of a Job Posting,

then the Company may fill the successor's Job without a Job Posting. If an employee is appointed to that unposted Job, then the Company may appoint his successor without a Job Posting. If a further vacancy occurs as a result of this second appointment, then it will be posted.

b) The Company will issue a bulletin-board announcement advising of a Job vacancy under this clause even when it is not required to post the vacancy.

14.09 Any employee may apply for a Job described in a Job Posting. Every applicant will receive a personal reply to an application.

14.10 In selecting a person to fill a vacancy, the Company will give first consideration to applicants from within the bargaining unit. In making its decision, the Company will consider the following criteria (not listed in order of priority): related ability, education and Job-related experience, and performance.

14.11 If two or more candidates equally meet the criteria

- (a) a Permanent Employee from within the bargaining unit will be selected over a Temporary Employee; and
- (b) in deciding among Permanent Employees, the candidate with the greatest length of service with the Company will be selected.

14.12 The Company may fill or decline to fill any Job which has been posted. If it decides to fill the Job, it will attempt to make its selection within 30 Days of the close of the posting.

14.13 When the Company fills a posted Job, it will, within two Days of the selection (excluding Saturday, Sunday and holidays), send a notice to all applicants by Company mail.

14.14 (a) An employee who applied for, but was not selected for, a posted Job may ask for reasons for not being selected.

(b) The request will be in writing and will be sent to the person named as the information contact in the posting within five Working Days of the employee receiving notice of the selection decision. The employee will send a copy of the request to Human Resources and to the Association.

(c) Within five Working Days of receiving the request, the person to whom it was sent will give written reasons for the selection decision.

- 14.15 The Company may, but is not obliged to, consider the applications of employees who have been in their present Jobs and locations for less than two years. The Company is, however, obliged to consider applications of employees who are applying for a Job which has a higher maximum rate of pay than their current Jobs.
- 14.16 When an employee is to take up a new Job as a result of a Job Posting, the change will take place within four weeks of the employee's selection for the position, unless a later date has been specified on the Job Posting. Should there be good and sufficient reason why the change to the new Job cannot be made within the four-week period, the employee shall be notified in writing as to the reasons for the delay and shall be given a specific date on which the change shall be made.
- 14.17 The following provisions apply when the Company appoints a person to a Job because of lack of qualified persons responding to a Job Posting or when the Company appoints a person to a Job under clause 14.08:
- (a) The Company may subsequently appoint that employee to another Job, at the same or lower classification, without first issuing a Job Posting. In such a case the provisions of clauses 14.02 to 14.16 are waived for that appointment only.
  - (b) The Company will give first consideration to the employee's preferred locations when deciding where to transfer that employee.
  - (c) When the Company moves a person as described in paragraph (a) into a Job with a lower salary range, the employee's salary will be maintained at its current level until the salary range for the new Job incorporates the employee's salary.



**Table I - Normal Hours of Work - Office Employees**

	<b>Non-shift</b>	<b>Shift</b>	<b>Schedules 32A</b>
<b>Normal Work Day (paid)</b>	7.5 hours	7.5 Hours	8 hours
<b>Work day to be scheduled between the hours of</b>	0700-1700	Shift Schedule to be posted in advance	0700-1700
<b>Lunch period (unpaid) (maximum)</b>	1 hour	1 hour	1 hour
<b>Normal Work Week</b>	37.5 hours 5 consecutive days Monday-Saturday inclusive	37.5 hours	40 hours 5 consecutive days Monday - Saturday inclusive

**Table II - Normal Hours of Work - Technical and Non-Office Employees**

	Non-shift Appendix G	Appendix D Positions
<b>Normal Work Day (paid)</b>	8 hours or 10 hours	8 or 12 hours (as per schedule)
<b>Work day to be scheduled between the hours of</b>	0600-1800	0000-2400
<b>Lunch period (unpaid) (maximum)</b>	1 hour	
<b>Normal Work Week</b>	40 hours over 5 consecutive days Monday-Saturday inclusive (for employees scheduled to work 8-hour days) OR 40 hours over 4 consecutive days Monday-Saturday inclusive (for employees scheduled to work 10-hour days) (subject to 15.08)	40 hours averaged over shift cycle

## ARTICLE 15.00 HOURS OF WORK

- 15.01 Subject to the specific exceptions set out in this article:
- (a) the normal hours of work for office employees shall be as set out in Table I, and
  - (b) the normal hours of work for non-office and technical employees shall be as set out in Table II.
- 15.02 The hours of work stated in this article are not a guarantee of any minimum or a restriction on any maximum hours to be worked.
- 15.03
- (a) If the employee and supervisor agree, the daily hours of work may be extended to a maximum of 10 hours per Day for a specific assignment.
  - (b) In such an agreement the total hours worked by the employee must average 40 hours per week over a pre-determined period.
  - (c) Where such an agreement exists, overtime is payable only for those hours which an employee works beyond the agreed-upon maximum daily hours of work.
  - (d) A mutual agreement will be put in writing and sent to the respective manager and the Association if:
    - (1) it is intended to last for more than six months; or
    - (2) it has lasted for six months, whether that was the intention or not.
- 15.04
- (a) By mutual agreement between an employee and the employee's supervisor, the hours during which an employee's work Day may be scheduled may be changed. In these cases, there will be no payment for overtime or shift differential for the agreed-upon hours of work.
  - (b) A mutual agreement will be put in writing and sent to the respective manager, and the Association if:
    - (1) it is intended to last for more than six months; or
    - (2) it has lasted for six months, whether that was the intention or not.
- 15.05 Employees may exchange shifts, subject to the following rules:
- (a) The exchange must be approved by a supervisor.
  - (b) The arrangement for the exchange must be documented.
  - (c) The exchange must not result in the Company incurring any costs higher than those that would be incurred if the exchange were not allowed.
- 15.06
- (a) By mutual agreement with his or her supervisor, an employee may take time off without pay.
  - (b) Employees are encouraged, but not required, to provide as much advance notice as possible of a request for time off without pay, recognizing that the greater the notice, the more likely a supervisor can accommodate the employee's request.

- (c) Supervisors will respond as soon as possible to a request under this clause.
- (d) Supervisors will not unreasonably withhold approval for a request for time off without pay. However, nothing in this clause guarantees that such a request will be granted.

**Exceptions**

- 15.07 (a) The Company sometimes must preplan outages to do construction, maintenance and replacement work on transmission, distribution and production facilities. To try to keep the impact on customers minimal, the Company may have to change the hours during which an employee's work Day is scheduled. These hours may be scheduled outside the normal hours of work noted in Table II.
- (b) The Company will give employees 48 hours' notice of a change under this clause. If it doesn't, the employee will be paid at the overtime rate for any hours worked that are outside the employee's normal scheduled hours in the first 48 hours after notice is given.
- 15.08 (a) Some jobs are essential to providing continuous service to customers. The special rules in this clause apply to:
  - (i) plant maintenance men (Job Group codes 366300, 366500, 366501 and 366700)
  - (ii) chemical technologists (Job Group Codes 385100, 385200, 385201, 385300, and 385400)
  - (iii) electrical/instrumentation technologists (Job Group codes 380100, 380200, 380300, and 380400)
  - (iv) station inspectors (Job Group codes 364200 and 364201), and
  - (v) apprentices (Job Group codes 341010 to 341019, 341020 to 341029, 341030 to 341039, 341040 to 341049 and 341050 to 341059)

Other jobs may be added to this list after discussions with the Association.

- (b) The Company may decide to schedule some of these employees to work on Sundays on a long-term basis. If it does, it may schedule employees to work on any days from Monday to Sunday. The company must still follow the rules regarding the number of consecutive work Days and the length of the work Day as contained in Table II. In these cases, no overtime will be paid for Sunday work unless the employee works more than the scheduled number of hours.
- (c) The Company will discuss work schedules with affected employees in advance.
- 15.09 (a) The Company and the Association wish to ensure that employees have enough rest between work periods to allow them to work safely. While this clause sets out specific provisions, they are not intended to remove the responsibility of supervisors and employees to ensure that work can be accomplished safely.
- (b) If an employee works 16 or more hours in any 24-hour period, the employee shall be allowed eight consecutive hours of rest.
- (c) An employee who, as a result of a call-out, works at any time between midnight and the time three hours before the start of his or her next regularly scheduled shift is entitled to have eight consecutive hours of rest beginning at the end of the work for which the employee was called out.

- (d) If an employee's eight hours of rest under paragraph (b) or (c) extends into the last two hours of his or her next regularly scheduled shift, the employee shall not be required to work those hours.
- (e) When an employee is at rest because of this clause, the employee will not suffer any loss of wages.
- (f) When an employee is at rest because of this clause, the Company may request the employee to return to work. If it does make such a request, and the employee agrees to return, the employee will be paid, in addition to normal wages, an amount equal to his or her normal hourly rate for each hour worked during normal scheduled working hours during which the employee was entitled to be at rest.
- (g) Hours of rest provided under this clause exclude travel time between the job site and the specified community, whether the travel is at the end of the work or travel to finish the next regularly scheduled shift.

### **Non-Office Shift Employees**

- 15.10 Clauses 15.11 to 15.23 inclusive apply only to those non-office employees who work rotating shifts.
- 15.11 In January of each year, the Company will prepare a schedule showing which employees will work which shifts during the year. A copy of that schedule will be given to each affected Employee.
- 15.12 At each generating station, the Company will post the shift schedule covering, at minimum, the next 60 Days.
- 15.13 If the Company wishes to change the shift schedule, it shall post a revised schedule, signed and dated by the affected supervisor, on appropriate bulletin boards.
- 15.14 If an employee's schedule is changed, a supervisor will either:
  - (a) give the employee written notice of the change; or
  - (b) advise the employee of the change by telephone or in person and then send the employee a written confirmation of the change, making sure that the confirmation includes a note as to when the telephone or in-person notice was given.
- 15.15 (a) An employee must be given 48 hours notice if the Company reschedules that employee to work a normal work shift.
  - (b) If the Company fails to give this notice, the employee will be paid the overtime rate for the first shift worked as a result of the rescheduling.
  - (c) In the case of generating stations, this clause shall apply only to employees scheduled to work a spare shift.
- 15.16 If an employee scheduled to work a spare shift is required to work more than eight hours, the employee will be paid at the overtime rate for any hours worked beyond the scheduled eight hours.

- 15.17 (a) Employees who are scheduled to work a day shift on a given Day must be given 10 Days notice if the Company reschedules them to work the night shift of that same Day.
- (b) Employees who are scheduled to work a night shift on a given Day must be given 10 Days notice if the Company reschedules them to work the day shift of that same Day.
- (c) If the Company fails to give the proper notice under this clause, an employee will be paid at their regular rate plus additional pay equal to their normal hourly rate for the first two affected shifts.
- (d) This clause does not apply to employees working on a spare shift.
- 15.18 If a shift schedule change affects Days off in the 35-Day period following posting of the new schedule, the employee will be paid at their regular rate plus additional pay equal to their normal hourly rate for the first five Days worked which, under the previous schedule, would have been Days off. This clause does not apply to operators working spares.
- 15.19 (a) For the purposes of this clause, "master schedule" means the plan governing 12-hour shifts, which has been agreed to between the Company and the Association. This plan includes a restriction on the maximum number of 12-hour shifts which an employee may be scheduled to work.
- (b) If, as a result of a schedule change, an employee works more consecutive 12-hour shifts than allowed under the master schedule, the employee will be paid at the overtime rate for each shift in excess of the allowed maximum. This entitlement affects only those shifts added by the schedule change, not the shifts an employee was, prior to change, scheduled to work.
- 15.20 (a) If one or more units at the Company generating station on the Alberta Interconnected System (AIS) is dispatched down on standby for an undetermined length of time, or shut down for maintenance, affected employees may be scheduled to a maintenance work week, provided that they return to their previously scheduled rotating shift schedule as and when required. For the purposes of this clause, a maintenance week involves the working hours applicable to non-office, non-shift employees.
- (b) For a planned unit shutdown, the Company shall give affected employees five Days notice of rescheduling. If notice is not given, the first two Days worked on the new schedule will be paid at the overtime rate.
- (c) For an unplanned unit shutdown, the Company shall give the affected employees 24 hours notice of rescheduling. If notice is not given, the first Day worked on the new schedule will be paid at the overtime rate.
- (d) The Company shall give employees 24 hours notice when they are to return to their previous shift schedule. If such notice is not given, the first shift will be paid at the overtime rate.
- 15.21 An employee who covers a vacant Day or evening shift with less than three hours notice will be paid for the time required to travel between the generating station and the specified community for the station.

- 15.22 An employee covering a vacant night shift will be paid for the time required to travel between the generating station and the specified community for the station.
- 15.23 Spare Operators will be paid at the overtime rate for any work performed during their three or four-Day-long change.

### **Shift Employees - Daylight Savings Time**

- 15.24 The following rules apply to all shift employees when changing from Mountain Standard Time to Mountain Daylight Time and vice versa:
- (a) When the spring time change occurs, employees will receive 8 hours straight time when they work a full shift which begins between 2300 hours Saturday and 0100 hours Sunday.
  - (b) When the fall time change occurs, employees will receive 8 hours straight time and one hour overtime when they work a full shift which begins between 2300 hours Saturday and 0100 hours Sunday.

### **ARTICLE 16.00 OVERTIME**

- 16.01 The overtime rate of pay is twice the employee's regular hourly rate of pay, unless otherwise specifically provided.
- 16.02 (a) Employees who are instructed or directed to participate in an activity outside their normal hours of work will be paid at the overtime rate for any time, which exceeds their normal hours of work.
- (b) Employees who volunteer to participate in an activity outside their normal hours of work shall not receive any compensation for any time which exceeds their normal hours of work.
- (c) The parties accept there may be situations in which work or activities may have mutual benefits to the Company and employees. This may include such things as developmental training, attendance at events in which the Company is participating and work that promotes the image of the Company. In such cases, the Company may invite employees to undertake such work or activities. An employee may accept or decline such an invitation. Where employees accept such an invitation, the Company will pay employees at their normal rate of pay for any time, which exceeds their normal hours of work. This paragraph does not apply to situations in which the Company requires the work to be done and should, therefore, pay the overtime rate as set out in paragraph (a).
- 16.03 Whenever possible employees will be scheduled to travel during their normal working hours. When this is not possible and employees are required to travel for training, interviews and other functions referred to in 16.02 (c), they will be paid for travel time at a rate equal to their normal hourly rate.
- 16.04 If an employee is scheduled to work overtime and that overtime work is cancelled with less than 23 hours notice, the employee will be paid \$60.00.

**ARTICLE 17.00 CONVERTING MONTHLY SALARY TO HOURLY RATE**

17.01 The hourly rate for office employees is calculated by dividing the monthly salary by 163 and rounding off to the nearest cent. The figure 163 represents the average hours of work per month and is calculated using a 7.5-hour Day and a 37.5-hour week as follows:

365 Days - 52 Sundays - 52 Saturdays = 261 Days per year

$$\frac{261 \text{ Days} \times 7.5 \text{ hours}}{12 \text{ months}} = 163 \text{ hrs/month}$$

17.02 The hourly rate for non-office employees is calculated by dividing the monthly salary by 174 and rounding off to the nearest cent. The figure 174 represents the average hours of work per month and is calculated using an 8 hour Day and a 40 hour week as follows:

365 Days - 52 Sundays - 52 Saturdays = 261 Days per year

$$\frac{261 \text{ Days} \times 8 \text{ hours}}{12 \text{ months}} = 174 \text{ hrs/month}$$

**ARTICLE 18.00 HOLIDAYS**

18.01 (a) Subject to clause 18.03, employees will receive a Day off with pay for each of the following holidays:

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

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

18.02 In addition, one Civic Holiday will be recognized and observed but only in a community in which it is officially declared. This holiday shall apply to all employees regularly based in the community. No employee will forfeit entitlement to a Civic Holiday because of a transfer to another location.

18.03 Employees will be paid for a holiday only if:

- (a) they have completed 30 Working Days or have worked 240 hours in the 12 months immediately preceding the holiday, and
- (b) they work their scheduled shift immediately before and immediately after the holiday, unless absent due to sickness or accident, or by authority of the Company.

18.04 Any employee scheduled to work on a holiday will be paid:

- (a) at the overtime rate for the hours actually worked, and
- (b) the normal Day's pay as provided for in clause 15.01.

- 18.05 The following rules apply when a holiday falls on a Saturday or Sunday, but do not apply to shift employees, to plant maintenance men, or to chemical technologists.
- (a) Easter Sunday shall be observed on the following Monday. Alternatively, in any locality, the Company may designate some employees to observe the holiday on the previous Thursday and others on the following Monday.
  - (b) For any other holiday, the Company may direct that the holiday be observed on the previous Friday or the following Monday.
  - (c) Boxing Day will be observed on the first weekday following the Day on which Christmas is observed.
  - (d) The Company will post, at least one month prior to a holiday, a notice as to when a holiday is to be observed.
- 18.06 When a holiday falls on the regular Day off of a shift employee, or an employee who is a plant maintenance man or chemical technologist, that employee shall receive:
- (a) eight hours pay at the employee's normal hourly rate in addition to regular pay, or
  - (b) eight hours off with pay.
- 18.07 If a holiday falls on an employee's regularly scheduled Day of work and the employee is given that Day off, the employee will be paid for the previously scheduled hours of work for that Day at the normal hourly rate. No further action will be required to balance the normal wage with the hours of work scheduled.

**ARTICLE 19.00 ANNUAL VACATION**

- 19.01 For the purposes of this article, one week is equal to five regularly scheduled Working Days.
- 19.02 Permanent Employees will be entitled to annual vacation with regular pay on the following basis:
- |   |             |
|---|-------------|
| After one year of Continuous Employment         | Three Weeks |
| After six years of Continuous Employment        | Four Weeks  |
| After fourteen years of Continuous Employment   | Five Weeks  |
| After twenty two years of Continuous Employment | Six Weeks   |
- 19.03 (a) Advance draws on vacation entitlements are available to Permanent or Probationary Employees who have completed more than six months, but less than one year, of Continuous Employment.
- (b) Employees covered by this clause may take up to one week of vacation with pay during their second six months of employment.
- (c) Employees covered by this clause may also take up to one week's leave of absence without pay during their second six months of employment.



- (d) The vacation and leave allowed by this clause are subject to agreement between employees and their immediate supervisors.
- 19.04 Part-time and Temporary Employees will be paid vacation pay as prescribed by law.
- 19.05 Permanent Part-time Employees will be entitled to annual vacation with pay on a prorated basis tied to their regular hours of work. They will be paid vacation pay on hours worked above their regular hours but not including hours of work where premium overtime rates apply.
- 19.06 The following rules apply to the scheduling of vacation time:
- (a) Vacations may be taken at any time during the calendar year by mutual agreement between the employee and the supervisor, provided, however, that the scheduling is arranged to suit the work schedules of the Company.
  - (b) Employees may take up to five Days of their vacation one Day at a time, subject to receiving the prior approval of their immediate supervisor and provided the scheduling does not unduly interfere with efficiency or incur overtime.
  - (c) In the year in which an employee qualifies for an increased vacation entitlement, the additional Days may be taken only after the employee's anniversary date for vacation entitlement. "Anniversary date" is the anniversary of the date an employee is appointed as a Probationary Employee or a Permanent Employee, whichever is earlier.
  - (d) If a holiday falls within an employee's vacation, the vacation shall be extended by one Day.
- 19.07 For the purposes of this article, and subject to clause 19.08, an employee remains continuously employed when on sick leave.
- 19.08
- (a) Employees are entitled to full vacation entitlement only if they have worked 90 per cent of their regularly scheduled work Days in the year which ended on their most recent anniversary date.
  - (b) For the purpose of this clause, statutory holidays and annual vacation count as Days worked.
  - (c) Employees who have worked less than 90 per cent of their regularly scheduled work Days in the year which ended on their most recent anniversary date shall be entitled to a vacation on a prorated basis bearing the same relationship to their regular vacation entitlement as the number of Days worked bears to 90 per cent of their regularly scheduled work Days. An example of the calculation of prorated vacation entitlement can be found in Appendix H.
- 19.09 Employees may apply in writing for permission to carry over any part of their vacation entitlement to the next year. Such application will be granted only if mutually acceptable to the employee and supervisor.

**ARTICLE 20.00CALL OUT**

- 20.01 Employees will be paid at the overtime rate when called out to perform work outside their normal working hours. Call out applies to situations where an employee has less than 12 hours notice prior to the beginning of his overtime work. Overtime work, which occurs with 12 hours or more of notice, is considered as scheduled overtime and call out provisions will not apply.
- 20.02 (a) An employee who is called out within two hours of the start of the employee's regularly scheduled shift will be paid for the time actually worked before the start of that shift. The time required to travel between the job site and the specified community shall be considered time actually worked.  
  
(b) An employee who is called out within one hour after the regularly scheduled shift will be paid for the time actually worked, or for one hour, whichever is greater. The time required to travel between the Job site and the specified community for that location shall be considered time actually worked.  
  
(c) An employee who is called out at any other time will be paid for the time actually worked, or for two hours, whichever is greater. The time required to travel between the Job site and the specified community for that location shall be considered time actually worked.
- 20.03 Employees called out are deemed to be on duty for the minimum period set out in clause 20.02 or until the work for which they have been called out is completed. Further calls received during this period will be considered a continuation of the initial call and not subject to call-out pay.

**ARTICLE 21.00SHIFT DIFFERENTIAL AND SUNDAY PREMIUM**

- 21.01 This article applies to employees who work straight or rotating shifts.
- 21.02 (a) Employees will receive a shift premium for hours worked that are outside the established day shift (8 or 10 hours) for their Job Class and work location and where premium overtime rates do not apply.  
  
(b) The shift premium will be \$1.50 per hour in 2002.  
  
(c) Future negotiated wage increases will be applied to the shift differential.
- 21.03 Employees who are scheduled to work a day shift on a Sunday will receive the shift premium from 21.02 (b) for each hour worked where premium overtime rates do not apply.

**ARTICLE 22.00STANDBY**

- 22.01 (a) An employee who is requested to standby shall be paid as follows:
  - (i) where the standby period begins on a regularly scheduled work Day, for each standby period \$22.74 during the calendar year 2002:
  - (ii) where the standby period begins on a scheduled Day of rest or recognized holiday, for each standby period \$59.37 during the calendar year 2002.

- (b) An employee who is scheduled by the Company to standby for more than 126 Days in a calendar year shall be paid 1.5 times the applicable rate set out in paragraph (a) for every Day he is scheduled to standby after the 126<sup>th</sup> Day.

- 22.02 The amount set out in this article is in addition to the applicable pay for any work performed, subject to Article 20.00 (call-out).
- 22.03 The Company will designate which employees are on standby. Where practical, a standby schedule will be posted in advance.
- 22.04 An employee on standby will be available to be called out during the standby period.
- 22.05 An employee on standby may leave his or her home for personal reasons, provided he or she makes arrangements to be reached and to be available for duty.
- 22.06 For the purposes of this article:
  - (a) the standby period on a regularly scheduled work Day begins at the conclusion of the employee's regularly scheduled shift and continues until 8 a.m. of the following Day;
  - (b) the standby period on a scheduled Day of rest or recognized holiday begins at 8 a.m. and continues until 8 a.m. of the following Day; and
  - (c) a mutual agreement between employees to exchange standby duty does not constitute a scheduling of standby by the Company.
- 22.07 Future negotiated wage increases will be applied to the rates set out in clause 22.01.

#### **ARTICLE 23.00 PAY FOR WORKING ON STEEL RADIO TOWERS AND STACKS**

- 23.01 An employee who climbs a steel radio tower or stack more than 25 meters above ground level will be paid, in addition to any other pay, a premium equal to the employee's normal hourly rate for the actual hours worked, with a minimum payment of two hours premium.

#### **ARTICLE 24.00 BOARD AND LODGING**

- 24.01 The Company will provide accommodation for employees working away from their headquarters or, alternatively, will pay for the costs of accommodation on production of receipts.
- 24.02 (a) When an employee is working away from his or her headquarters, and such work requires an overnight absence, the Company will reimburse the employee for the cost of reasonable meals, unless the meals were provided to them at no charge or as part of a registration fee.
  - (b) The employee may, at the employee's option, claim:
    - (i) the actual cost of the meal, evidenced by a receipt, or
    - (ii) the following allowances for each meal:

Breakfast	\$8.00
Lunch	\$10.00
Dinner	\$17.00

- 24.03 An employee may, at their option, claim a per diem allowance of \$100 for each full day of work away from their headquarters. This allowance is intended to reimburse costs for meals, accommodation and incidental expenses, without the need for receipts. If this options is chosen it must be used for all full days claimed on that work assignment.
- 24.04 An employee who is required by the Company to be away from his or her headquarters overnight will be paid \$5.00 per night for incidental expenses.
- 24.05 (a) When an employee is required to work more than two hours beyond the scheduled quitting time, the Company will provide the employee with a reasonable meal in the third hour and every four hours thereafter, as long as work continues after the meal break.
- (b) When an employee is called out under Article 20.00, the Company shall provide the employee with a reasonable meal in the fifth hour and every four hours thereafter, as long as work continues after the meal break.
- (c) When an employee is called out under Article 20.00 to work more than two hours prior to the beginning of the normally scheduled Work Day or shift, the Company shall provide the employee with a meal.
- (d) If the employee takes a meal break on site, the break does not exceed 30 minutes, and the employee continues working after the meal break, the employee will be paid at the overtime rate for the meal break.
- (e) In lieu of providing the meals set out in this article, the Company may, at its option, pay an employee \$12.00 for each meal to which the employee is entitled.
- (f) The employee and supervisor may agree to a practical application of the arrangements in this article.

#### **ARTICLE 25.00 BEREAVEMENT LEAVE**

- 25.01 An employee, in the event of a death in the immediate family, is entitled to bereavement leave. "Immediate family" includes parent, sibling, spouse (including common-law), child, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent (including spouse's), grandchild, step-relatives at the same levels and any dependent relative living in the employee's household.
- 25.02 An employee entitled to bereavement leave will be given time off with pay for a maximum of three Working Days and time off without pay for a maximum of two additional Working Days for extended travel. The employee has the sole right to decide whether to use all or some of the bereavement leave and travel time entitlement.

#### **ARTICLE 26.00 TERMINATION OF SERVICE**

- 26.01 A Permanent Employee shall give the Company 14 Days notice of intention to terminate employment.
- 26.02 The Company shall give a Permanent Employee 30 Days notice of its intention to terminate employment.

- 26.03 The Company shall give Temporary Employees and Part-time Employees notice of its intention to terminate employment as required by the Alberta Labour Code.
- 26.04 Subject to an employee's right to submit a grievance, an employee may be discharged for just cause without notice or pay in lieu thereof.

#### **ARTICLE 27.00 MATERNITY AND PARENTAL LEAVE**

- 27.01 This article expands on the provisions contained in the Alberta Employment Standards Code and the Federal Employment Insurance maternity and parental benefits. That legislation sets out the eligibility, entitlements and notice periods required.
- 27.02 If, during the 12 weeks immediately before the estimated date of delivery, the pregnancy of the employee interferes with the performance of her duties, the Company may give the employee written notice requiring her to begin maternity leave. This clause may not be used if the employee is absent from work for medical reasons, as certified by a physician.
- 27.03 An employee who chooses not to take parental leave is entitled to a Day off with pay when their child is born or adopted, provided they were scheduled to work that day.

#### **ARTICLE 28.00 GRIEVANCE PROCEDURE**

- 28.01 The grievance procedure described in this article will be used only to resolve disagreements regarding the interpretation, application, administration or any alleged violation of this agreement.

##### **Facilitation**

- 28.02 (a) The parties believe that any grievance or prospective grievance should be resolved as early as possible and, wherever possible, should be resolved by the employee and the supervisor involved.
- (b) To help try to resolve a disagreement, the parties may, by mutual agreement, agree to ask for the help of a facilitator at any stage of this grievance process. The facilitator and the process to be used (e.g., the problem-solving process) must be agreed to by both parties.
- (c) The parties agree not to enforce the time limits under this article while the facilitator is working with the parties. When the attempts are completed, or mutual agreement to continue with the process is withdrawn, the applicable time limits will begin running again.

##### **Discussions**

- 28.03 Before submitting a grievance, the employee involved in the disagreement shall seek to settle the difference in discussion with:
- (a) the selecting supervisor, if the disagreement relates to a Job Posting, or
- (b) the most immediate supervisor who is not a member of the bargaining unit, in any other case.

- 28.04 The discussions referred to in clause 28.03 should be held as soon as possible after the act, which gave rise to the disagreement, since any grievance must be submitted within certain time limits.
- (a) In the case of a Job Posting, a grievance must be submitted within five Days of the employee receiving reasons for his not being selected.
  - (b) In the case of a dismissal, a grievance must be submitted within 10 Days of the dismissal.
  - (c) In any other case, a grievance must be submitted within 15 Days of the act giving rise to the grievance.

However, the parties agree that where the supervisor is not available or the discussions cannot be held, this requirement will not prevent any employee from submitting a grievance.

- 28.05 If the discussions do not resolve the matter, the disagreement may proceed to:
- (a) Step 1, in the case of a disagreement that does not involve the discharge of an employee; or
  - (b) Step 2, in the case of a disagreement that involves the discharge of an employee.
- 28.06 While this grievance procedure is in process, the employee involved will continue to faithfully perform the duties assigned.

### **Representation**

- 28.07 An employee may be assisted and represented by an Association officer at any stage of this procedure.

### **Calculation of Time**

- 28.08 Whenever a time limit is imposed in this article, the following rules apply:
- (a) Saturdays, Sundays and holidays will not be included in calculating time.
  - (b) If either party fails to process the grievance within the time limits established, that party will be deemed to have conceded the grievance in favour of the other party.

### **Step 1**

- 28.09 The employee will put the grievance in writing.
- 28.10 The grievance will include:
- (a) the nature of the grievance;
  - (b) the date of occurrence;
  - (c) the circumstances out of which the grievance arose;
  - (d) the requested remedy;

- (e) the clauses in issue; and
  - (f) the signature of the employee(s) submitting the grievance.
- 28.11 (a) Where the grievance results from a Job Posting, the grievance will be sent to the selecting supervisor and the supervisor's manager within five Days of the employee being given reasons for not being selected for the Job.
- (b) In any other case, the grievance will be given to the employee's supervisor's manager within 15 Days of the act causing the grievance, with a copy, for information purposes, to the employee's supervisor.
- 28.12 The manager will meet with the employee and supervisor to discuss the grievance. If the grievance arises from Article 14.00 (Job Posting), the supervisor who made the decision shall attend the meeting at the request of either party.
- 28.13 Within six Days of receiving the grievance, the manager will either uphold or deny the grievance. The manager's decision shall be in writing and given to the employee and the Association.
- 28.14 If the grievance is not resolved satisfactorily, either the Company or the Association may proceed to Step 2.

## **Step 2**

- 28.15 Either the Company or the Association may request the formation of a Grievance Committee by written notice to the other party within five Days of the Step 1 decision.
- 28.16 In the case of a grievance resulting from the dismissal of an employee, receipt of the grievance shall constitute a request for formation of a Grievance Committee. In such a case, the grievance shall be in writing and include:
- (a) the nature of the grievance;
  - (b) the date of occurrence;
  - (c) the circumstances out of which the grievance arose;
  - (d) the requested remedy;
  - (e) the clause or clauses of this agreement which, it is claimed, have been violated or infringed upon; and
  - (f) the signature of the employee(s) submitting the grievance.
- 28.17 The Company and the Association will each name three members to the Grievance Committee. The party requesting the Grievance Committee will include the names of its nominees in its notice under clause 28.15. The other party will respond with the names of its nominees in writing within five Days of receiving the notice.
- 28.18 The employee initiating the grievance, the employee's supervisor and the supervisor's manager are not eligible to sit on the Grievance Committee. In the case of a grievance resulting from a Job Posting, the selecting supervisor and the supervisor's manager are also ineligible to sit as members of the Grievance Committee.

- 28.19 The Grievance Committee shall appoint one of its members to be its chair and the person so appointed will retain the right to vote.
- 28.20 The written grievance will be presented to the Grievance Committee within five Days of the Grievance Committee being appointed. In the case of a grievance resulting from an employee's dismissal, the grievance will be presented within 10 Days of the grievance being filed.
- 28.21 Within 10 Days of receiving the grievance, the Grievance Committee will issue a written report,
- (a) upholding the grievance,
  - (b) denying it, or
  - (c) reporting that it is unable to reach a majority decision.

The committee's report will be given to the Company and the Association.

- 28.22 A majority decision of the Grievance Committee is binding upon both parties.
- 28.23 If the Grievance Committee reports it is unable to reach a majority decision, the grievance may proceed to Step 3.

### **Step 3**

- 28.24 The Association or the Company shall submit the grievance to the Company's President.
- 28.25 The grievance shall be submitted, in writing, within six Days of the Grievance Committee's report.
- 28.26 Within six Days of receiving the grievance, the President or designate will uphold or deny the grievance and notify the Association, in writing, of the decision.
- 28.27 If the grievance is not resolved satisfactorily, either party may submit the grievance to arbitration.

### **Grievance Arbitration**

- 28.28 The Association or the Company shall notify the other party of its desire to proceed to arbitration within six Days of the Step 3 decision. In the notice, the party requesting arbitration shall include the name of its nominee to the arbitration board.
- 28.29 Within seven Days of receiving this notice, the party receiving the notice shall name its nominee to the arbitration board and notify the other party.
- 28.30 Within seven Days of the appointment of the second nominee, the two nominees will select a chairman of the arbitration board. If such agreement cannot be reached in that time, the nominees will request the Minister of Labour for Alberta to appoint a chairman.
- 28.31 (a) Notwithstanding clauses 28.28 to 28.30, the parties may agree to refer a particular grievance to a single-person arbitration board.



- (b) In this case, the parties shall agree on an arbitrator within seven Days of the notice required in clause 28.28. If no agreement has been reached by that time, the parties will request the Minister of Labour for Alberta to appoint an arbitrator.
  - (c) A single arbitrator appointed under this clause constitutes the "board" for the purposes of clauses 28.32 to 28.37.
- 28.32 The arbitration board will meet within 21 Days of the chairman's appointment and hear such evidence as the parties may wish to present to assure a full and fair hearing.
- 28.33 The board will make every reasonable effort to render its decision, in writing, within 30 calendar Days of its hearing.
- 28.34 The decision of a majority of the board is the decision of the board. It is final and binding on the parties.
- 28.35 The board's decision shall not alter, amend, add to or change the terms of this agreement. It has no jurisdiction to determine any matter other than the grievance before it.
- 28.36 The board's jurisdiction is limited to the remedy requested by the grieving party.
- 28.37 If an arbitration board determines that an employee has been discharged or otherwise disciplined for cause, the board may substitute some other penalty for the discharge or discipline that to the board seems just and reasonable in all the circumstances.
- 28.38 The parties will pay the expenses of their respective nominee. The expenses of the chairman shall be shared equally by the parties. Where an arbitration is conducted by a single arbitrator under clause 28.31, the expenses of the arbitrator shall be shared equally by the parties.

**ARTICLE 29.00 POLICY GRIEVANCES**

- 29.01 Either party to this agreement may initiate a grievance regarding the interpretation, application, administration or any alleged violation of this agreement.
- 29.02 A party initiating a policy grievance shall, within 15 Days of the act giving rise to the grievance, give notice to the other party, setting out:
- (a) the nature of the grievance;
  - (b) the date of occurrence;
  - (c) the circumstances out of which the grievance arose;
  - (d) the requested remedy or declaration;
  - (e) the clauses in issue; and
  - (f) the signature of an authorized official of the party initiating the grievance.
- 29.03 A grievance under this article, once served on the other party, shall constitute a notice of a request for the establishment of a Grievance Committee and the provisions of clauses 28.08 and clauses 28.17 to 28.37 inclusive shall apply to the processing of such grievance.

**ARTICLE 30.00 EXCLUDED PERSONNEL**

- 30.01 The Association and the Company agree that it is important to promote the value of working together and teamwork within the workplace.
- 30.02 The Company will not cause its management or supervisory staff to routinely do work which would otherwise be assigned to members of the Association.

**ARTICLE 31.00 ASSOCIATION DUES**

- 31.01 All members of the bargaining unit shall, as a condition of employment, pay to the Association the dues established by the Association's constitution and bylaws.
- 31.02 The Company shall deduct the dues from the employee's pay on a semi-monthly basis and send the money so deducted to the Association within 15 Days.
- 31.03 The Company shall provide the Association a semi-monthly computer printing showing the name, classification and amount of dues deducted for every member of the bargaining unit.
- 31.04 Nothing in this article obliges an employee to become a member of the Association.

**ARTICLE 32.00 NOTICES**

- 32.01 Except where otherwise provided in this agreement, any notice required to be given by this agreement will be in writing. Notices to the Association will be sent to the Business Manager of the Association or delivered to the Association's office. Notices to the Company will be sent to Human Resources or delivered to the manager's office. Each party will notify the other of the address to which notices are to be sent and may, from time to time, change that address by notice to the other party.
- 32.02 A notice shall be deemed to be given on the Day it is delivered or, if sent by mail, five clear Days after mailing, excluding Saturdays, Sundays and holidays.
- 32.03 In the event of anticipated or existing postal disruption, all notices shall be delivered by hand and not mailed.

**ARTICLE 33.00 EMPLOYEE RELATIONS COUNCIL**

- 33.01 The parties agree to establish a standing Employee Relations Council.
- 33.02 The Council will consider matters relating to technological change, employee relations and collective agreement issues and make recommendations to the parties as appropriate.
- 33.03 The Council will consist of an equal number of representatives from the Company and the Association.
- 33.04 Each of the parties will name its own representatives to the Council and may change its representatives at any time. The parties will use their best efforts to ensure that their representatives are also members of their respective bargaining committees.
- 33.05 The Company and the Association will each nominate one of their representatives to be a co-chair of the Council.

33.06 The Council will meet at the call of the co-chair and may establish its own procedures and practices.

#### **ARTICLE 34.00 LAYOFFS**

34.01 (a) Before laying off a Permanent Employee, the Company, in consultation with the Association, shall attempt to place the employee in another Job within the Company.

(b) If the layoff of a Permanent Employee is required, the Company will notify the Association and arrange for a meeting to discuss the procedure to be used. The Company representatives at the meeting will include the Vice President, Operations and the Manager of the department in which the layoff is to occur.

34.02 In the event of layoffs, the Company will, in deciding among permanent employees, select the employee with the least amount of service for layoff first.

34.03 The following rules apply in the event of an increase in the staff of a department within one year following layoffs:

(a) Employees will be rehired on a last out-first in basis.

(b) To be eligible for rehire, an employee affected by layoff will notify the Company of any change of address.

(c) The Company will send a registered letter to an eligible laid off employee advising of eligibility to be rehired.

(d) The former employee must acknowledge receipt of the Company's letter within 14 Days of the date of mailing.

(e) The former employee must be prepared to report to work with the Company within 30 Days of the date on which the Company mailed the letter.

#### **ARTICLE 35.00 REDUCTION OF STAFF**

35.01 When the Company proposes to terminate (other than for cause) three or more employees as a result of a decision to reduce the number of Permanent Employees:

(a) The Company will notify the Association of its intent at least 30 days prior to the date on which the intention will be announced to employees.

(b) The parties will meet as soon as possible after the notice is given and as often as required thereafter to discuss the Company's decision. In these meetings, the parties will discuss the reasons for and impacts of the termination and specifically (without restricting the generality of the foregoing):

(1) the proposed implementation dates of the terminations;

(2) the anticipated number, type and location of employees who will be affected;

- (3) anticipated changes to the terms and working conditions of employees affected by the terminations; and
  - (4) the means by which the terminations and related changes will be communicated to employees.
- (c) Prior to terminating an employee, the Company will, wherever possible:
- (1) provide an employee with training or retraining opportunities to provide the employee with skills required for a Job which is, or might become, available; and
  - (2) provide an employee with an opportunity to relocate and be placed in a Job which is available and for which the employee has, or can reasonably acquire, the skills required for the Job.
- 35.02 (a) If the Company needs to reduce the workforce, it will invite employees from the job classes being reduced to volunteer for severance.
- (b) The Company will choose the employees to be terminated from the list of volunteers.
- (c) If there are insufficient volunteers to meet the proposed reduction, the Company may select other additional employees to be terminated.

**ARTICLE 36.00 CONTRACT ARBITRATION**

- 36.01 An arbitration board will be convened immediately to settle and determine those matters not resolved by the parties in direct negotiation and identified as such in the contract concluded under clause 1.04.
- 36.02 Each party will nominate one person to be a member of the arbitration board. Each party will deliver the name of its nominee to the other party within seven (7) Days of November 1, 2003.
- 36.03 Within seven (7) Days of their nomination, the two members nominated by the parties will select a third person to be chair of the arbitration board. If the nominees do not agree on a chair, the Minister of Labour for Alberta will appoint a chair at the request of either nominee.
- 36.04 The arbitration board will meet and hear such evidence as the parties may wish to present to assure a full and fair hearing.
- 36.05 The arbitration board shall issue its award in writing. The decision is final and binding upon the parties and upon any employee affected by it. The decision of a majority of the arbitration board is the award of the board.
- 36.06 In its award, the arbitration board:
- (a) shall resolve the unresolved issues and requests by either incorporating them, with or without amendment, or refusing to incorporate them; and
  - (b) shall not make any change retroactive unless one of the parties listed the request or issue as one for which they desire a retroactive effect.

36.07 The parties will pay the expenses of their respective nominee. The expenses of the chair shall be shared equally by the parties.

#### **ARTICLE 37.00 SELF-FINANCED LEAVE**

- 37.01 (a) An employee may contribute funds to a self-financed leave account.
- (b) Employees may, at any time, withdraw all or a portion of the funds in a self-financed leave account.
- (c) At the end of each year, each employee will be paid any amount that remains accumulated in the employee's self-financed leave account.
- (d) The existence of a self-financed leave account, or the amount of money in the fund, provides no guarantee that a supervisor will grant time off without pay under clause 15.06.

#### **ARTICLE 38.00 DISCIPLINE**

- 38.01 The parties agree that an employee should not be subject to serious disciplinary action, such as suspension without pay or termination, until a thorough investigation of the alleged incident has been held and the employee's responsibility is established.
- 38.02 The investigation will gather and document relevant facts about the incident, and will provide an opportunity for the employee involved to explain his or her actions.
- 38.03 The employee involved will be informed that an investigation is being undertaken, unless the Company reasonably believes that informing the employee would negatively affect the investigation.
- 38.04 At the conclusion of the investigation, the Company will inform the employee and the Association of the results of the investigation and the action the Company is taking.
- 38.05 An employee may be accompanied and/or represented by an Association representative at any stage of this process.
- 38.06 Discipline imposed under this article may be the subject of a grievance under the grievance procedure established in this agreement.
- 38.07 Any formal disciplinary action will be administered by management. This does not prevent an employee covered by this collective agreement from exercising the normal responsibilities associated with a lead hand or acting supervisory role.

#### **ARTICLE 39.00 TICKET BONUS**

- 39.01 (a) Those employees who, on December 31, 1998, were being paid a ticket bonus under provisions of the 1997-1998 collective agreement will continue to be paid the ticket bonus.
- (b) An employee's entitlement to a ticket bonus under paragraph (a) ends when the employee:

- 1) leaves the employ of the Company;
  - 2) moves from the Job the employee was in on December 31, 1998 to a Job where a ticket bonus was not payable as of that date;
  - 3) ceases to hold a valid ticket; or
  - 4) if a steam plant operator, progresses or is promoted to a position where a ticket bonus would not have been payable on December 31, 1998.
- (c) Where an employee was receiving two ticket bonus payments on December 31, 1998, each ticket will be dealt with separately for the purpose of determining continued eligibility under paragraph (b).

#### **ARTICLE 40.00 WAIVER OF SPECIFIC CLAUSES**

- 40.01 The Company may, from time to time, ask the Association to waive one or more provisions of this collective agreement in a particular set of circumstances for the purpose of managing the Company's business.
- 40.02 Upon receiving such a request, the Association shall review it, along with any documentation provided by the Company, and shall provide the Company with a response as soon as practical under the circumstances.
- 40.03 Any waiver by the Association pursuant to this article applies only to the specific request made by the Company. Should a further waiver of the same clause be required on a subsequent occasion, the procedure outlined in clauses 40.01 and 40.02 shall apply.

#### **ARTICLE 41.00 CONTRACTING OUT**

- 41.01 The Company will use reasonable efforts to use members of the Association for work required by the Company, rather than contracting such work out.
- 41.02 The Company will notify the Association of any work contracted out by the Company.

#### **ARTICLE 42.00 SAFETY BOOTS**

- 42.01 Employees will be reimbursed for 50% of the cost of new boots once per year based on presentation of the receipt. To qualify for reimbursement, the boots must meet CSA standard Z195M92 or ANSI 241.4.

IN WITNESS WHEREOF the Company has hereunto affixed its corporate seal, duly authenticated by the signature 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 POWER CANADA LTD.**

**CANADIAN ENERGY WORKERS ASSOCIATION**

*Original Signed*

*Original Signed*

\_\_\_\_\_  
**PRESIDENT**

\_\_\_\_\_  
**BUSINESS MANAGER**

*Original Signed*

*Original Signed*

\_\_\_\_\_  
**VICE PRESIDENT OPERATIONS**

\_\_\_\_\_  
**PRESIDENT CHAPTER 102**

**ATCO POWER CANADA LTD.**  
**SCHEDULE 30**  
**Table I Office Jobs (7.5 hours)**  
**Minimum Monthly (Hourly) Wage Ranges**

Job Group Code	Job Title	Wage Range Effective <u>Jan. 1, 2002</u>	<u>Increment</u>
300100	Clerk I	\$1826-2478	\$163
300101	Clerk Typist A	(\$11.20-15.20)	(\$1.00)
300102	Receptionist		
300103	Summer Student	Shall be paid the going hourly rate	
300200	Clerk II	2109-2801 (12.94-17.18)	173 (1.06)
300300	Clerk III	2810-3335	175
300301	Clerk Typist B	(17.24-20.46)	(1.07)
300302	Stenographer		
300400	Clerk IV	3005-3705	175
300401	Senior Stenographer	(18.44-22.73)	(1.07)
300500	Clerk V	3352-4052	175
300501	Secretary	(20.56-24.86)	(1.07)
300600	Clerk VI	3681-4409 (22.58-27.05)	182 (1.12)
300700	Clerk VII	3915-4695 (24.02-28.80)	195 (1.20)
300800	Clerk VIII	4162-5030 (25.53-30.86)	217 (1.33)



**ATCO POWER CANADA LTD.**  
**SCHEDULE 32**  
**Table I Office Jobs (7.5 hours)**  
**Minimum Monthly (Hourly) Wage Ranges**

<u>Job Group Code</u>	<u>Job Title</u>	<u>Wage Range Effective Jan. 1, 2002</u>	<u>Increment</u>
320100	Purchasing Assistant	\$3238-3914 (\$19.87-24.01)	\$169 (\$1.04)
320300	Purchasing Coordinator	3992-4997 (24.48-30.66)	201 (1.23)
320500	Draftsman Trainee	\$2659-3040 (\$16.31-18.64)	\$127 (\$ .78)
320501	Draftsman I	2834-3619	*157
320601	Engineering Assistant I	(17.38-22.20)	(.96)
320502	Draftsman II	3786-4470	*171
320602	Engineering Assistant II	(23.23-27.42)	(1.05)
320503	Draftsman III	4293-5101	202
320603	Engineering Assistant III	(26.34-31.29)	(1.24)

**ATCO POWER CANADA LTD.**  
**SCHEDULE 32A**  
**Table I Field-Based Office Jobs (8 hours)**  
**Non-Edmonton**  
**Minimum Monthly (Hourly) Wage Ranges**

<u>Job Group Code</u>	<u>Job Title</u>	Wage Range Effective <u>Jan. 1, 2002</u>	<u>Increment</u>
320510	Draftsman Trainee	\$2840-3245 (\$16.32-18.65)	\$135 (\$ .78)
320511	Draftsman I	3022-3867	*169
320611	Engineering Assistant I	(17.37-22.22)	(.97)
320512	Draftsman II	4039-4779	*185
320612	Engineering Assistant II	(23.22-31.32)	(1.06)
320513	Draftsman III	4582-5450	217
320613	Engineering Assistant III	(26.33-31.32)	(1.25)

**ATCO POWER CANADA LTD**  
**SCHEDULE 34**  
**TABLE II APPRENTICESHIP JOBS**  
**MINIMUM MONTHLY (HOURLY) WAGE RANGES**

Job Group Codes	Apprentice Journeyman Ticket Title	Training Term/Wage Range Effective January 1, 2002								
		1-1	1-2	2-1	2-2	3-1	3-2	4-1	4-2	Journeyman
341010-341019	Electrician	3070 (17.64)	3327 (19.12)	3583 (20.59)	3839 (22.06)	4094 (23.53)	4350 (25.00)	4606 (26.47)	4862 (27.94)	5118 (29.41)
341020-341029	Instrument Mechanic	3070 (17.64)	3327 (19.12)	3583 (20.59)	3839 (22.06)	4094 (23.53)	4350 (25.00)	4606 (26.47)	4862 27.94	5118 29.41
341030-341039	Machinist	3070 (17.64)	3327 (19.12)	3583 (20.59)	3839 (22.06)	4094 (23.53)	4350 (25.00)	4606 (26.47)	4862 (27.94)	5118 (29.41)
341040-341049	Millwright	3070 (17.64)	3327 (19.12)	3583 (20.59)	3839 (22.06)	4094 (23.53)	4350 (25.00)	4606 (26.47)	4862 (27.94)	5118 (29.41)
341050-341059	Welder **	3327 (19.12)	3583 (20.59)	3839 (22.06)	4350 (25.00)	4606 (26.47)	4862 (27.94)			5118 (29.41)

(\*\* 3 year Apprenticeship Program)

**NOTES SCHEDULE 34**  
**Table II Apprenticeship Jobs**

- (1) The Company Apprenticeship Guidelines set out all articles, conditions and administration necessary toward these apprenticeship arrangements.
- (2) Employees enrolled in the Government of Alberta Apprenticeship System must successfully meet all apprenticeship requirements before being advanced.
- (3) When the Company enrolls an apprentice in the Government of Alberta's apprenticeship program, the employee shall be reclassified to the applicable Journeyman Job Classification upon successful completion of the full program and receipt of the Journeyman ticket.

**ATCO POWER CANADA LTD.**  
**SCHEDULE 36**  
**TABLE II Steam Plant Non-Office Jobs**  
**Minimum Monthly (Hourly) Wage Ranges**

<u>Job Group Code</u>	<u>Job Title</u>	Wage Range Effective <b><u>Jan. 1, 2002</u></b>	<u>Increment</u>
360100	Assistant Steam Plant Operator	\$2339-3479 (\$13.44-19.99)	*285 (\$1.64)
360300	Steam Plant Operator I	2907-4046 (16.71-23.25)	*285 (1.64)
360400	Steam Plant Operator II	4043-4967 (23.24-28.55)	*308 (1.77)
360500	Steam Plant Operator III Entry Level	5195 (29.86)	
360510	Qualified Level	5435 (31.24)	
360600	Steam Plant Operator IV Entry Level	5792 (33.29)	
360610	Qualified Level	5995 (34.45)	
361100	Steam Plant Janitor	2018-2960 (11.59-17.01)	*157 (.90)
362100	Steam Plant Helper	2291-3537 (13.17-20.33)	*178 (1.02)

**ATCO POWER CANADA LTD.**  
**SCHEDULE 36 (Continued)**  
**TABLE II Steam Plant Non-Office Jobs**  
**Minimum Monthly (Hourly) Wage Ranges**

<u>Job Group Code</u>	<u>Job Title</u>	Wage Range Effective <b><u>Jan. 1, 2002</u></b>	<u>Increment</u>
363100	Plant Utility Man I	\$2289-3719 (\$13.06-21.37)	*\$286 (1.64)
363300	Plant Utility Man II	3715-4573 (21.35-26.28)	*286 (1.64)
363500	Lead Utility Man	4721 (27.13)	
<hr/>			
364200	Station Inspector	4547-5215 (26.14-29.97)	*167 (96)
364201	Station Inspector (Flat Rate)	5559 (31.95)	
<hr/>			
366050	Plant Maintenance Worker	2242-3672 (12.89-21.10)	*286 (1.64)
366300	Plant Maintenance Man II	3679-4537 (21.14-26.07)	*286 (1.64)
366500	Plant Maintenance Man III	4546-5118 (26.13-29.41)	*286 (1.64)
366501	Plant Maintenance Man III (Flat Rate)	5435 (31.24)	
<hr/>			
366700	Lead Maintenance Man (Includes: Electrical, Instrumentation, Mechanical)	5676 (32.62)	
<hr/>			

### NOTES SCHEDULE 36 Steam Plant Non-Office Jobs

- (1) All Steam Plant Operators shall obtain their Alberta Third Class Certificate within three years of starting duties in an operating Job.
- (2) Qualified journeymen in job group code 366500 (Plant Maintenance Man III) shall be paid no less than the semi-annual ceiling. During the probationary period, new employees in this category will be paid one increment less than the semi-annual ceiling.
- (3) Employees in Plant Maintenance Man III (job group code 366500) jobs must have completed 12 months at the top of the increment range before being changed to maximum rate:
- (4) Employees in job group code 364200 (Station Inspector) who have reached the top of the range shall remain there until such time as they achieve API 510 Inspector Certificate or CWB Welding Inspector Level II & III or CGSB Level II LPI and MPI certification. Upon achieving the required certification the employee will be progressed to the flat rate.

**ATCO POWER CANADA LTD.**  
**SCHEDULE 37**  
**TABLE II Non-Office Jobs**  
**Minimum Monthly (Hourly) Wage Ranges**

Job Group Code	Job Title	Wage Range Effective <u>Jan. 1, 2002</u>	<u>Increment</u>
370000	Labourer/Groundman		
370010	Summer Student	Shall be paid the going hourly rate.	
370100	Warehouseman	\$2562-3521 (\$14.72-20.24)	*\$137 (\$ .79)
370300	Senior Warehouseman	3385-3933 (19.45-22.60)	*137 (.79)
370500	Stockkeeper	3502-4357 (20.13-25.03)	171 (.98)
370600	Materials Management Coordinator	4259-5119 (24.48-29.41)	172 (.99)
370601	Materials Management Coordinator (Flat Rate)	5333 (30.65)	

- (1) Employees in job group codes 370300 (Senior Warehouseman) and 370500 (Stockkeeper), who hold a valid Government of Alberta Partsman ticket, shall be paid no less than two increments below the wage range ceiling.
- (2) Employees in job group code 370600 (Materials Management Coordinator) will have obtained Level 2 certification of the Certified Professional Purchaser Program through the Purchasing Management Association of Canada in order to progress to the Flat Rate.

**ATCO POWER CANADA LTD.**  
**SCHEDULE 38**  
**TABLE II Technical Non-office Jobs**  
**Minimum Monthly (Hourly) Wage Ranges**

Job Group Code	Job Title	Wage Range Effective	
		Jan. 1, 2002	Increment
380100	Electrical/Instrumentation	3417-4489	*268
	Technologist, Entry	(19.63-25.80)	(1.54)
380200	Electrical/Instrumentation	4213-5553	*268
	Technologist, Qualified	(24.21-31.91)	(1.54)
380300	Electrical/Instrumentation	5215-5911	232
	Technologist, Senior Qualified	(29.97-33.98)	(1.33)
380400	Electrical/Instrumentation	5335-6031	232
	Technologist, Team Leader	(30.66-34.67)	(1.33)
381100	Electrical Technologist, Entry	\$2867-4207 (\$16.47-24.18)	*\$268 (\$1.54)
381200	Electrical Technologist, Qualified	3945-5553	*268
		(22.67-31.91)	(1.54)
381300	Electrical Technologist, Senior Qualified	5215-5911	232
		(29.97-33.98)	(1.33)
381400	Electrical Technologist, Team Leader	5335-6031	232
		(30.66-34.67)	(1.33)
382100	Technical Resources Technologist, Entry	2867-4207	*268
		(16.47-24.18)	(1.54)
382200	Technical Resources Technologist, Qualified	3945-5553	*268
		(22.67-31.91)	(1.54)
382300	Technical Resources Technologist, Senior Qualified	5215-5911	232
		(29.97-33.98)	(1.33)
382400	Technical Resources Technologist, Team Leader	5335-6031	232
		(30.66-34.67)	(1.33)
383100	Mechanical Technologist, Entry	2867-4207	*268
		(16.47-24.18)	(1.54)
383200	Mechanical Technologist, Qualified	3945-5553	*268
		(22.67-31.91)	(1.54)
383300	Mechanical Technologist, Senior Qualified	5215-5911	232
		(29.97-33.98)	(1.33)
383400	Mechanical Technologist, Team Leader	5335-6031	232
		(30.66-34.67)	(1.33)



**ATCO POWER CANADA LTD.**  
**SCHEDULE 38 (Continued)**  
**TABLE II Technical Non-Office Jobs**  
**Minimum Monthly (Hourly) Wage Ranges**

Job Group Code	Job Title	Wage Range Effective <u>Jan. 1, 2002</u>	<u>Increment</u>
384100	Turbine Operator Junior	\$2409-3807 (\$13.85-21.87)	*\$233 (1.34)
384200	Turbine Plant Operator I	3582-4514 (20.59-25.94)	*233 (1.34)
384201	Turbine Plant Operator I (Max. Range)	4514-4746 (25.94-27.28)	233 (1.34)
384300	Turbine Plant Operator II	3818-4517 (21.94-25.95)	*233 (1.34)
384301	Turbine Plant Operator II (Max. Range)	4520-5219 (25.98-29.99)	233 (1.34)
<hr/>			
385100	Chemical Technologist, Entry	\$2861-4151 (\$16.45-23.85)	*\$258 (\$1.48)
385200	Chemical Technologist, Qualified	3740-4574 (21.49-26.29)	*278 (1.60)
385201	Chemical Technologist, Qualified (Flat Rate)	4874 (28.01)	
385300	Chemical Technologist, Senior Qualified	4495-5191 (25.83-29.83)	232 (1.33)
385400	Chemical Technologist, Team Leader	4615-5311 (26.52-30.53)	232 (1.33)

- (1) Employees in Chemical Technologist Qualified (job group code 385200) jobs must have completed 12 months at the top of the increment range before being changed to maximum rate:

## NOTES APPLYING TO ALL WAGE SCHEDULES

1. When increments are listed in a wage schedule, they are annual increments unless marked with an asterisk (\*), in which case they are semi-annual.
2. When a salary range is set out for a Job Class, progression through the range will be annual (January) or semi-annual (January and July) to the range ceiling as provided by the particular schedule. Progression is subject to satisfactory performance, improved skills or knowledge required by the employee in the performance of the Job, possession of necessary tickets or certificates of technology graduation and successful completion of Company examinations. The words "Company examinations" shall refer to existing written examinations.
3. The following rules apply to new employees:
  - (a) The Company will place new employees within a salary range on the basis of market hiring rates.
  - (b) After a new employee successfully completes the probationary period, the employee will receive one increment. At the date of the first increment review (January 1 or July 1 as appropriate) following appointment to permanent staff, the increment adjustment as applicable will be retroactive to the date of appointment to permanent staff. This means that the employee will receive 1/12 or 1/6 (for annual or semi-annual review respectively) of the increment for each month since appointment to permanent staff. These increments will be subject to clause 2 of these notes. This provision is waived for apprentice employees listed in Schedule 34.
4. When an employee receives a promotion, the employee shall be placed within the new salary range at a rate which reflects an increase in wage no less than one increment in the range from which the employee was promoted. This does not apply in the case of progression Jobs.
5. If an employee is accepted under a Job Posting for a Job at a lower level, or is transferred to such a Job at their own request, the employee will be paid at an appropriate level within the wage range for the lower-level Job Class.

## APPENDIX A

### LETTER OF UNDERSTANDING RE: JOB POSTING

The parties have discussed the interpretation that is to have application in respect to Article 14.01 of the Collective Agreement and have now agreed on the interpretation of the clause.

It is agreed by the parties that this Letter of Understanding shall be attached as an addendum to the Collective Agreement between the parties.

Article 14.01 makes provision that "first consideration" will be given on applications for a Job Posting to members of the bargaining unit. It is agreed that for the purposes of this agreement that the bargaining unit referred to in Article 14.01 will be composed of the three (3) bargaining units (composite bargaining unit) made up of ATCO Power Canada Ltd, Yukon Electrical Company Limited and Northland Utilities Limited. Those three (3) bargaining units will be treated as one (1) unit in respect to this Article. For all Job Postings, the Company will therefore hire through the posting procedures in respect to the composite bargaining unit, provided a suitable candidate meets the minimum Job requirements. If a suitable candidate cannot be hired, then the Company will have the right to hire externally.

It is agreed that the terms hereof are subject to the following conditions:

- (a) Northland Utilities, its Employees' Association, and Yukon Electrical and its Employees' Association, must enter into agreements that are in substance identical to the above;
- (b) No employee of Yukon Electrical or Northland Utilities will have a right to grievance under the ATCO Power Canada Ltd. - Canadian Energy Workers Association Collective Agreement;
- (c) The Company will not appoint a member of the Association to a bargaining unit Job (not governed by the Collective Agreement). This means that the Company cannot appoint a member of the Association into a bargaining unit Job in respect to Yukon Electrical or Northland Utilities. This limitation, however, does not apply so as to restrict the Company from promoting a member of the Association into a management Job.
- (d) In the event that the size of the bargaining units at ATCO Power Canada Ltd, Yukon Electrical Company Limited or Northland Utilities Limited should increase by more than fifty (50%) percent, it is understood that this Appendix may be revised or terminated on thirty (30) Days notice in writing given by either party to the other.
- (e) This letter of understanding will be terminated 60 Days after written notice is given by one of the following to all of the others:
  - (1) Canadian Energy Workers Association
  - (2) ATCO Power Canada Ltd.
  - (3) Northland Utilities Employees' Association
  - (4) Northland Utilities (N.W.T.) Limited
  - (5) Yukon Electrical Employees' Association
  - (6) Yukon Electrical Company Limited

The terms of this Appendix will not continue in force and effect beyond the termination date of the Collective Agreement.

## APPENDIX B

### JOB PROGRESSION

For information purposes only, the following consolidates the current progression provisions as contained in the corporate Job descriptions:

NOTE: All apprentice Jobs are progression. Upon completion of the apprenticeship program, the move to Journeyman is a progression appointment.

#### PROGRESSION FROM

#### PROGRESSION TO

300100 Clerk I	300200 Clerk II
300101 Clerk Typist A	300301 Clerk Typist B
320500 Draftsman - Trainee	320501 Draftsman I
320501 Draftsman I	320502 Draftsman II
320601 Engineering Assistant I	320602 Engineering Assistant II
360100 Assistant Steam Plant Operator	360300 Steam Plant Operator I
360300 Steam Plant Operator I	360400 Steam Plant Operator II
360400 Steam Plant Operator II	360500 Steam Plant Operator III
363100 Plant Utility Man I	363300 Plant Utility Man II
380100 Electrical/Instrumentation Technologist Entry	380200 Electrical/Instrumentation Technologist Qualified
370100 Warehouseman	370300 Senior Warehouseman
381100 Electrical Technologist Entry	381200 Electrical Technologist Qualified
384100 Turbine Operator Junior	384200 Turbine Plant Operator I
382100 Technical Resources Technologist Entry	382200 Technical Resources Technologist Qualified
383100 Mechanical Technologist Entry	383200 Mechanical Technologist Qualified
385100 Chemical Technologist Entry	385200 Chemical Technologist Qualified

**APPENDIX C  
ENTRY-LEVEL JOBS**

300100 Clerk I  
300102 Receptionist  
300200 Clerk II  
300101 Clerk Typist A  
300302 Stenographer

320500 Draftsman - Trainee  
320501 Draftsman I  
320601 Engineering Assistant I

341010 - 341019 Electrician Apprentice 1-1 to 4-2  
341020 - 341029 Instrument Apprentice 1-1 to 4-2  
341030 - 341039 Machinist Apprentice 1-1 to 4-2  
341040 - 341049 Millwright Apprentice 1-1 to 4-2  
341050 - 341059 Welder Apprentice 1-1 to 3-2

360100 Assistant Steam Plant Operator  
360300 Steam Plant Operator I  
361100 Steam Plant Janitor  
362100 Steam Plant Helper  
363100 Plant Utility Man I  
366050 Plant Maintenance Worker

370000 Labourer/Groundman  
370100 Warehouseman

380100 Electrical/Instrumentation Technologist Entry  
381100 Electrical Technologist Entry  
382100 Technical Resources Technologist Entry  
383100 Mechanical Technologist Entry  
384100 Turbine Operator Junior  
385100 Chemical Technologist Entry

## APPENDIX D

### 12-HOUR SHIFTS - GENERATION SHIFT WORKERS

#### INTRODUCTION

The parties have signed agreements to provide for 12-hour shifts for certain employees and these agreements have been approved by the appropriate officials of the Province of Alberta.

Those agreements contain certain provisions which supersede the collective agreement (herein "the contract") in effect between the parties.

For ease of reference, the parties wish to have certain provisions of those agreements reflected in the contract.

The parties agree that the following document shall be inserted as an appendix to the contract, acknowledging that where any provision of the contract conflicts with the agreements, the agreements shall prevail. The parties agree that if there are any problems in interpretation as a result of the consolidation of shift articles from the main body of the agreement, these problems will be addressed by the Employee Relations Council.

#### Application

1. This appendix applies to steam plant operators, assistant steam plant operators and utility men at the H.R. Milner, Battle River and Sheerness generating stations who work 12-hour rotating shifts.

#### Changes to Agreement

2. For those employees to whom this appendix applies, all provisions of the collective agreement apply, except for Articles 15.00, 18.00, 19.00, and 21.00, which are amended and replaced with the following:

#### ARTICLE 15.00 HOURS OF WORK

15.01 Subject to the specific exceptions set out in this article:

- (a) **Does not apply**
- (b) the normal hours of work for non-office and technical employees shall be as set out in Table II.

15.02 The hours of work stated in this article are not a guarantee of any minimum or a restriction on any maximum hours to be worked.

#### 15.03 Does not apply

- 15.04 (a) By mutual agreement between an employee and his supervisor, the hours during which an employee's work Day may be scheduled may be changed. In these cases, there will be no payment for overtime or shift differential for the agreed-upon hours of work.

## APPENDIX D

- (b) A mutual agreement will be put in writing and sent to the manager, human resources and the Association if:
  - (1) it is intended to last for more than six months; or
  - (2) it has lasted for six months, whether that was the intention or not.
- 15.05 Employees may exchange shifts, subject to the following rules:
  - (a) The exchange must be approved by a supervisor.
  - (b) The arrangement for the exchange must be documented.
  - (c) The exchange must not result in the Company incurring any costs higher than those that would be incurred if the exchange were not allowed.
- 15.06 (a) By mutual agreement with his or her supervisor, an employee may take time off without pay.
  - (b) Employees are encouraged, but not required, to provide as much advance notice as possible of a request for time off without pay, recognizing that the greater the notice, the more likely a supervisor can accommodate the employee's request.
  - (c) Supervisors will respond as soon as possible to a request under this clause.
  - (d) Supervisors will not unreasonably withhold approval for a request for time off without pay. However, nothing in this clause guarantees that such a request will be granted.
- 15.07 Does not apply**
- 15.08 Does not apply**
- 15.09 (a) The Company and the Association wish to ensure that employees have enough rest between work periods to allow them to work safely. While this clause sets out specific provisions, they are not intended to remove the responsibility of supervisors and employees to ensure that work can be accomplished safely.
  - (b) If an employee works 16 or more hours in any 24-hour period, the employee shall be allowed eight consecutive hours of rest.
  - (c) An employee who, as a result of a call-out, works at any time between midnight and the time three hours before the start of his or her next regularly scheduled shift is entitled to have eight consecutive hours of rest beginning at the end of the work for which the employee was called out.
  - (d) If an employee's eight hours of rest under paragraph (b) or (c) extends into the last two hours of his or her next regularly scheduled shift, the employee shall not be required to work those hours.

## APPENDIX D

- (e) When an employee is at rest because of this clause, the employee will not suffer any loss of wages.
  - (f) When an employee is at rest because of this clause, the Company may request the employee to return to work. If it does make such a request, and the employee agrees to return, the employee will be paid, in addition to normal wages, an amount equal to his or her normal hourly rate for each hour worked during normal scheduled working hours during which the employee was entitled to be at rest.
  - (g) Hours of rest provided under this clause exclude travel time between the job site and the specified community, whether the travel is at the end of the work or travel to finish the next regularly scheduled shift.
- 15.10 Clauses 15.11 to 15.23 inclusive apply only to those non-office employees who work rotating shifts.
- 15.11 In January of each year, the Company will prepare a schedule showing which employees will work which shifts during the year. A copy of that schedule will be given to each affected Employee.
- 15.12 At each generating station, the Company will post the shift schedule covering, at minimum, the next 60 Days.
- 15.13 If the Company wishes to change the shift schedule, it shall post a revised schedule, signed and dated by the affected supervisor, on appropriate bulletin boards.
- 15.14 If an employee's schedule is changed, a supervisor will either:
- (a) give the employee written notice of the change; or
  - (b) advise the employee of the change by telephone or in person and then send the employee a written confirmation of the change, making sure that the confirmation includes a note as to when the telephone or in-person notice was given.
- 15.15
- (a) This clause applies to employees during the portion of the shift schedule they are designated to work spare shifts.
  - (b) Employees who are scheduled to work a day shift on a given Day must be given 48 hours notice if the Company reschedules them to work the night shift of that same Day. If the Company fails to give this notice, the employee will be paid at the overtime rate for the first such shift worked.
  - (c) Employees who are scheduled to work a night shift on a given Day must be given 48 hours notice if the Company reschedules them to work the day shift of that same Day. If the Company fails to give this notice, the employee will be paid at the overtime rate for the first such shift worked.
  - (d) Employees must be given 48 hours notice if the Company changes their schedule to require them to work on a Day that was previously scheduled to be a Day off. If the Company fails to give this notice, the employee will be paid at the overtime rate for the first shift worked.



## APPENDIX D

- (e) If an employee is scheduled to work an eight-hour spare and is rescheduled or called in to work a regular shift on the same Day, the employee will be paid at the overtime rate for those hours worked outside the hours the employee was originally scheduled to work.
  - (f) Subject to paragraph (e), an employee who is scheduled to work an eight-hour spare shift will be paid at the overtime rate for any hours worked beyond the scheduled hours.
- 15.16
- (a) Employees working spares shall be scheduled to work a 12-hour shift. This does not apply to Jasper station employees who work a maintenance shift as part of their schedule.
  - (b) The Company may change an employee's spare shift to eight hours by giving the employee 48 hours notice. If such notice is not given, then the employee will be paid at the normal rate for the originally scheduled 12 hours.
  - (c) An employee rescheduled to work an eight-hour spare can be rescheduled to work a 12-hour spare shift on 48 hours notice. If such notice is not given, then the employee will be paid at the overtime rate for any hours worked beyond the originally scheduled eight hours.
- 15.17
- (a) 10 Employees who are scheduled to work a day shift on a given Day must be given Days notice if the Company reschedules them to work the night shift of that same Day.
  - (b) Employees who are scheduled to work a night shift on a given Day must be given 10 Days notice if the Company reschedules them to work the day shift of that same Day.
  - (c) If the Company fails to give the proper notice under this clause, an employee will be paid at their regular rate plus additional pay equal to their normal hourly rate for the first two affected shifts.
  - (d) This clause does not apply to employees working on a spare shift.
- 15.18
- If a shift schedule change affects Days off in the 35-Day period following posting of the new schedule, the employee will be paid at their regular rate plus additional pay equal to their normal hourly rate for the first five Days worked which, under the previous schedule, would have been Days off. This clause does not apply to operators working spares.
- 15.19
- (a) For the purposes of this clause, "master schedule" means the generating stationschedule used to develop the individual schedules of employees.
  - (b) The parties acknowledge that each generating station has a master schedule as well as policies which govern how the master schedule is to be administered.
  - (c) The master schedule that was in effect on October 31, 1996 shall not be changed except in accordance with this clause.
  - (c) The Company will provide the Association with a copy of the master schedule and policies governing administration of that master schedule for each generating station.

## APPENDIX D

- (e) Where, due to changing business needs, the Company plans to change the master schedule at a generating station:
    - (i) the Company shall give the Association at least six months written notice of its plan;
    - (ii) the generating station manager and/or his designates will meet with the Association's designates to discuss the Company's plans and the method of implementation that minimizes negative impact on employees;
    - (iii) the parties will use their best efforts to work together to develop an acceptable means of administering the revised master schedule; and
    - (iv) the Company will file with the Association the revised schedule.
  - (f) Either party may give the other notice of its desire to discuss any policy or the need for a policy relating to the administration of the master schedule. Within 15 days of such notice being delivered:
    - (i) the generating station manager and/or his designates will meet with the Association's designates to discuss the issue;
    - (ii) the parties will use their best efforts to work together to resolve the issue; and
    - (iii) the Company will file with the Association any new or revised policy.
  - (g) Where the parties' best efforts do not result in a mutually acceptable resolution under paragraph (e) or paragraph (f), the Company may make such policy changes as it requires to meet its business needs.
  - (h) For the purposes of Article 28.00 (grievance procedure), an action taken by a supervisor or manager under a policy described in this clause shall constitute a matter of application or administration of this agreement.
  - (i) Each master schedule will specify the maximum number of consecutive 12-hour shifts an employee will be required to work. If, as a result of a schedule change, an employee works more consecutive 12-hour shifts than allowed under the master schedule, the employee will be paid at the overtime rate for each shift in excess of the allowed maximum. This entitlement affects only those shifts added by the schedule change, not the shifts an employee was, prior to change, scheduled to work.
- 15.20 (a) If one or more units at the Company generating station on the Alberta Interconnected System (AIS) is dispatched down on standby for an undetermined length of time, or shut down for maintenance, affected employees may be scheduled to a maintenance work week, provided that they return to their previously scheduled rotating shift schedule as and when required. For purposes of this clause, a maintenance week involves the working hours to non-office, non-shift employees.
- the applicable
- (b) For a planned unit shutdown, the Company shall give affected employees five Days notice of rescheduling. If notice is not given, the first two Days worked on the new schedule will be paid at the overtime rate.

## APPENDIX D

- (c) For an unplanned unit shutdown, the Company shall give the affected employees 24 hours notice of rescheduling. If notice is not given, the first Day worked on the new schedule will be paid at the overtime rate.
  - (d) The Company shall give employees 24 hours notice when they are to return to their previous shift schedule. If such notice is not given, the first shift will be paid at the overtime rate.
- 15.21 Employees will be paid for the time spent traveling between the station and the specified community for the station where they:
- (a) cover a vacant shift, and
  - (b) are notified of the need to cover the vacant shift less than 12 hours before the beginning of that shift.
- 15.22 Does not apply**
- 15.23 (a) Operators at H.R. Milner station will be paid at the overtime rate for any work performed during any of the last five Days of their 10-Day long change.
- (b) Shift Employees at the Battle River station will be paid at the overtime rate for any work performed during any of the initial five Days of their seven-Day long change.
- (c) Operators at the Sheerness station will be paid at the overtime rate for any work performed during any of the last six Days of their long change.
- 15.24 The following rules apply to all shift employees when changing from Mountain Standard Time to Mountain Daylight Time and vice versa:
- (a) When the spring time change occurs, employees will receive 12 hours straight time when they work a full shift which begins between 1800 hours and 2000 hours Saturday.
  - (b) When the fall time change occurs, employees will receive 12 hours straight time and one hour overtime when they work a full shift which begins between 1800 hours and 2000 hours Saturday.

## ARTICLE 18.00 HOLIDAYS

- 18.01 (a) Subject to clause 18.03, employees will receive a Day off with pay for each of the following holidays:

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

## APPENDIX D

- (b) If the Legislature of the Province of Alberta removes the designation of Alberta Family Day as a statutory holiday during the currency of this agreement, then Alberta Family Day will be removed from the list of holidays in sub-clause (a).
- 18.02 In addition, one Civic Holiday will be recognized and observed but only in a community in which it is officially declared. This holiday shall apply to all employees regularly based in the community. No employee will forfeit entitlement to a Civic Holiday because of a transfer to another location.
- 18.03 Employees will be paid for a holiday only if:
- (a) they have worked 240 hours in the 12 months immediately preceding the holiday, and
  - (b) they work their scheduled shift immediately before and immediately after the holiday, unless absent due to sickness or accident, or by authority of the Company.
- 18.04 Any employee scheduled to work on a holiday will be paid:
- (a) at the overtime rate for the hours actually worked, and
  - (b) the normal Day's pay as provided for in clause 15.01.
- 18.05 Does not apply.**
- 18.06 When a holiday falls on an employee's regular Day off, that employee shall receive the entitlement under paragraph (a) or paragraph (b), whichever is applicable:
- (a) If the employee's last shift worked immediately before the holiday was eight hours in length, and the employee's first shift worked immediately after the holiday was eight hours in length:
    - (i) eight hours pay at the employee's normal hourly rate in addition to regular pay, or
    - (ii) eight hours off with pay.
  - (b) In any other case:
    - (i) 12 hours pay at the employee's normal hourly rate in addition to regular pay, or
    - (ii) 12 hours off with pay.
  - (c) Reasonable effort will be made to grant an employee the day off with pay, if so requested. When a day off with pay is requested, the day off will be scheduled at a time that is mutually agreeable to the employee and the supervisor.
- 18.07 If a holiday falls on an employee's regularly scheduled Day of work and the employee is given that Day off, the employee will be paid for the previously scheduled hours of work for that Day at the normal hourly rate. No further action will be required to balance the normal wage with the hours of work scheduled.

## APPENDIX D

### ARTICLE 19.00 ANNUAL VACATION

#### 19.01 Does not apply.

19.02 (a) Permanent Employees will be entitled to annual vacation with regular pay on the following basis:

After one year of Continuous Employment	120 hours
After six years of Continuous Employment	160 hours
After fourteen years of Continuous Employment	200 hours
After twenty two years of Continuous Employment	240 hours

(b) Employees covered by this Appendix who worked rotating shifts for more than 75 shifts in the previous calendar year will receive an additional 36 hours of vacation with regular pay each year.

19.03 (a) Advance draws on vacation entitlement are available to Permanent or Probationary Employees who have completed more than six months, but less than one year, of Continuous Employment.

(b) Employees covered by this clause may take up to 40 hours of vacation during their second six months of employment.

(c) Employees covered by this clause may also take up to 40 hours leave of absence without pay during their second six months of employment.

(d) The vacation and leave allowed by this clause are subject to agreement between employees and their immediate supervisors.

19.04 Part-time and Temporary Employees will be paid vacation pay as prescribed by law.

19.05 Permanent Part-time Employees will be entitled to annual vacation with pay on a prorated basis tied to their regular hours of work. They will be paid vacation pay on hours worked above their regular hours but not including hours of work where premium overtime rates apply.

19.06 The following rules apply to the scheduling of vacation time:

(a) Vacations may be taken at any time during the calendar year by mutual agreement between the employee and the supervisor, provided, however, that the scheduling is arranged to suit the work schedules of the Company.

(b) Employees may take up to five Days of their vacation one Day at a time, subject to receiving the prior approval of their immediate supervisor and provided the scheduling does not unduly interfere with efficiency or incur overtime.

(c) In the year in which an employee qualifies for an increased vacation entitlement, the additional Days may be taken only after the employee's anniversary date for vacation entitlement. "Anniversary date" is the anniversary of the date an employee is appointed as a Probationary Employee or a Permanent Employee, whichever is earlier.

## APPENDIX D

- (d) If a holiday falls within an employee's vacation, the vacation shall be extended under paragraph (i) or (ii), whichever is applicable:
  - (i) If the employee's last shift worked before the holiday was eight hours in length, and the employee's first shift worked immediately after the holiday was eight hours in length, the vacation will be extended by eight hours.
  - (ii) In any other case, the employee's vacation will be extended by 12 hours.
- 19.07 For the purposes of this article, and subject to clause 19.08, an employee remains continuously employed when on sick leave.
- 19.08 (a) Employees are entitled to full vacation entitlement only if they have worked 90 per cent of their regularly scheduled work hours in the year, which ended on their most recent anniversary date.
- (b) For the purpose of this clause, statutory holidays and annual vacation count as Days worked.
- (c) Employees who have worked less than 90 per cent of their regularly scheduled work hours in the year which ended on their most recent anniversary date shall be entitled to a vacation on a prorated basis bearing the same relationship to their regular vacation entitlement as the number of hours worked bears to 90 per cent of their regularly scheduled workhours. An example of the calculation of prorated vacation entitlement can be found in Appendix H.
- 19.09 Employees may apply in writing for permission to carry over any part of their vacation entitlement to the next year. Such application will be granted only if mutually acceptable to the employee and supervisor.
- 19.10 Employees will take their vacation in blocks made up of a whole shift. If the number of hours remaining in their vacation entitlement is less than a full shift, they shall receive a payout of the remaining entitlement.

## ARTICLE 21.00 SHIFT DIFFERENTIAL AND SUNDAY PREMIUM

- 21.01 This article applies to employees who work straight or rotating shifts.
- 21.02 (a) In addition to any other pay to which they are entitled, employees will receive a shift premium for:
  - (1) the last four hours of a regularly scheduled day shift; and
  - (2) each hour of a regularly scheduled night shift.
- (b) The shift premium will be \$1.50 per hour in 2002.
- (c) Future negotiated wage increases will be applied to the shift differential.
- 21.03 Payment of a shift differential is subject to the following conditions:

## APPENDIX D

- (a) It will be paid only if the employee works a scheduled shift.
- (b) It will be paid for all applicable hours of work, including overtime hours (but is paid at the same rate whether overtime or not).

21.04 Employees who are scheduled to work a day shift on a Sunday will receive a shift premium from 21.02 (b) for the first 8 hours of work for that scheduled shift.

### Additional Terms

1. If an employee is given time off with pay (whether for compassionate reasons, sickness and accident indemnity or some other reason), compensation will be based on a normal work Day of eight hours.
2.
  - (a) The Company will establish an availability list, assigning employees to be available to come to work at any time from 90 minutes before until 60 minutes after the beginning of a shift.
  - (b) Employees listed on the availability list who are required to come to work will report for work at the beginning of the shift, or within one hour of the request.
  - (c) Employees listed on the availability list are not entitled to receive standby pay.
  - (d) Employees listed on the availability list for a given shift may not arrange for mutual coverage under clause 15.05 of the agreement for the same shift.
3. The parties understand that the eight-hour maintenance shift referred to in the amendments to the collective agreement actually covers an elapsed time of 8.5 hours, of which one-half hour shall be the lunch period.
4. If, as a result of a shift schedule change, an employee's normal work week has averaged less than 40 hours over the shift cycle, the Company is entitled to recover this time during the next shift cycle.
5. If an employee owes time to the Company because of a shift schedule change, but is called out to work on his or her Day off, the time worked will be paid at overtime rates and not deducted from the time owed.

**APPENDIX G**  
**8-10 HOUR NON-ROTATING SHIFT EMPLOYEES**

**Application**

1. This appendix applies to employees in the following schedules who do not work a rotating series of shifts: Schedule 34, Schedule 36, Schedule 37 and Schedule 38.

**Changes to Agreement**

2. For those employees to whom this appendix applies, all provisions of the collective agreement apply, except for Articles 15.00, 18.00 and 19.00, which are amended and replaced with the following:

**ARTICLE 15.00 HOURS OF WORK**

15.01 Subject to the specific exceptions set out in this article:

**(a) Does not apply**

(b) the normal hours of work for non-office and technical employees shall be as set out in Table II.

15.02 The hours of work stated in this article are not a guarantee of any minimum or a restriction on any maximum hours to be worked.

15.03 (a) If the employee and supervisor agree, the daily hours of work may be extended to a maximum of 12 hours per Day for a specific assignment.

(b) In such an agreement the total hours worked by the employee must average 40 hours per week over a pre-determined period.

(c) Where such an agreement exists, overtime is payable only for those hours which an employee works beyond the agreed-upon maximum daily hours of work.

(d) A mutual agreement will be put in writing and sent to the manager, human resources and the Association if:

(1) it is intended to last for more than six months; or

(2) it has lasted for six months, whether that was the intention or not.

15.04 (a) By mutual agreement between an employee and his supervisor, the hours during which an employee's work Day may be scheduled may be changed. In these cases, there will be no payment for overtime or shift differential for the agreed-upon hours of work.

(b) A mutual agreement will be put in writing and sent to the manager, human resources and the Association if:

(1) it is intended to last for more than six months; or



## APPENDIX G

(2) it has lasted for six months, whether that was the intention or not.

15.05 Employees may exchange shifts, subject to the following rules:

- (a) The exchange must be approved by a supervisor.
- (b) The arrangement for the exchange must be documented.
- (c) The exchange must not result in the Company incurring any costs higher than those that would be incurred if the exchange were not allowed.

15.06 (a) By mutual agreement with his or her supervisor, an employee may take time off without pay.

(b) Employees are encouraged, but not required, to provide as much advance notice as possible of a request for time off without pay, recognizing that the greater the notice, the more likely a supervisor can accommodate the employee's request.

(c) Supervisors will respond as soon as possible to a request under this clause.

(d) Supervisors will not unreasonably withhold approval for a request for time off without pay. However, nothing in this clause guarantees that such a request will be granted.

### Exceptions

15.07 (a) The Company sometimes must preplan outages to do construction, maintenance and replacement work on transmission, distribution and production facilities. To try to keep the impact on customers minimal, the Company may have to change the hours during which an employee's work Day is scheduled. These hours may be scheduled outside the normal hours of work noted in Table II.

(b) The Company will give employees 48 hours' notice of a change under this clause. If it doesn't, the employee will be paid at the overtime rate for any hours worked that are outside the employee's normal scheduled hours in the first 48 hours after notice is given.

15.08 (a) Some jobs are essential to providing continuous service to customers. The special rules in this clause apply to:

- (i) plant maintenance men (Job Group Codes, 366300, 366500, 366501 and 366700)
- (ii) chemical technologists (Job Group Codes 385100, 385200, 385201, 385300, and 385400)
- (iii) electrical/instrumentation technologists (Job Group codes 380100, 380200, 380300, and 380400)
- (iv) station inspectors (Job Group codes 364200 and 364201), and
- (iv) apprentices (Job Group codes 341010 to 341019, 341020 to 341029, 341030 to 341039, 341040 to 341049 and 341050 to 341059)

Other jobs may be added to this list after discussions with the Association.

## APPENDIX G

- (b) The Company may decide to schedule some of these employees to work on Sundays on a long-term basis. If it does, it may schedule employees to work on any days from Monday to Sunday. The company must still follow the rules regarding the number of consecutive work Days and the length of the work Day as contained in Table II. In these cases, no overtime will be paid for Sunday work unless the employee works more than the scheduled number of hours.
- (c) The Company will discuss work schedules with affected employees in advance.
- 15.09 (a) The Company and the Association wish to ensure that employees have enough rest between work periods to allow them to work safely. While this clause sets out specific provisions, they are not intended to remove the responsibility of supervisors and employees to ensure that work can be accomplished safely.
- (b) If an employee works 16 or more hours in any 24-hour period, the employee shall be allowed eight consecutive hours of rest.
- (c) An employee who, as a result of a call-out, works at any time in the period from eight hours before the start of his or her next regularly scheduled shift and the time three hours before the start of his or her next regularly scheduled shift is entitled to have eight consecutive hours of rest beginning at the end of the work for which the employee was called out.
- (d) If an employee's eight hours of rest under paragraph (b) or (c) extends into the last two hours of his or her next regularly scheduled shift, the employee shall not be required to work those hours.
- (e) When an employee is at rest because of this clause, the employee will not suffer any loss of wages.
- (f) When an employee is at rest because of this clause, the Company may request the employee to return to work. If it does make such a request, and the employee agrees to return, the employee will be paid, in addition to normal wages, an amount equal to his or her normal hourly rate for each hour worked during normal scheduled working hours during which the employee was entitled to be at rest.
- (g) Hours of rest provided under this clause exclude travel time between the job site and the specified community, whether the travel is at the end of the work or travel to finish the next regularly scheduled shift.

### 15.10 Does not apply

- 15.11 In January of each year, the Company will prepare a schedule showing the hours of work for employees during the year. A copy of that schedule will be given to each affected Employee.

### 15.12 Does not apply.

### 15.13 Does not apply

- 15.14 If an employee's schedule is changed, a supervisor will either:

**APPENDIX G**

- (a) give the employee written notice of the change; or
- (b) advise the employee of the change by telephone or in person and then send the employee a written confirmation of the change, making sure that the confirmation includes a note as to when the telephone or in-person notice was given.

15.15 There are several ways in which an employee’s schedule can be changed. The following table shows various kinds of situations (see next page). For each one, the table shows how much advance notice the employee must receive. If the employee doesn’t receive the necessary notice, the Company will provide extra payments indicated for the appropriate item.

15.16 When the Company notifies an employee of a change in schedule, it will tell the employee how long the change will last. At the end of the specified schedule, the employee will revert back to the employee’s regular schedule. If there is no specified ending date for the change, the employee will revert back to the regular schedule on the first work Day after the next Day off.

<b>Situations</b>	<b>Advance notice required and conditions</b>	<b>Amount to be paid if notice is not given</b>
The Company changes an employee’s starting time on a certain Day	48 hours before the revised starting time. The same change has to be made to all Days the employee is scheduled to work in a calendar week.	Overtime rate for hours worked outside of the originally scheduled hours in the first 48 hours after notice is given
The Company changes an employee’s schedule, requiring the employee to work on a Day that had originally been scheduled as a Day off. (This is also the situation that will apply if the Company changes a schedule to require an employee to work 8 hours on a Day when the employee was originally scheduled to work 10 hours.)	10 Days before the starting time on the Day that was scheduled as a Day off.	Overtime rate for all hours worked on the Day that had been scheduled as a Day off.
The Company changes an employee’s schedule, requiring the employee to work 10 hours on a Day that the employee had originally been scheduled to work 8 hours	10 Days before the starting time on the Day affected. The same change has to be made to all Days the employee is scheduled to work in the same calendar week.	Overtime rate for the final two hours worked on each of the first two Days affected by the change

## APPENDIX G

15.17 The parties want to place some limits on how changes to an employee's schedule are handled. Both sides prefer a situation where an employee's start time and the length of the work Day is consistent for all Days the employee is scheduled to work in a particular calendar week. They recognize, however, that may not always be possible. The rules in this clause will be used to help manage changes in schedule under clause 15.15.

(a) Sometimes it may not be possible for the Company to change the starting time for all Days in a calendar week. For that reason, the parties agree that the Company may start such a change in the middle of an employee's work week, but the change must apply to all Days after the first affected Day. The Company will not make more than one such change in an employee's work week.

(b) The Company cannot make more than 24 changes a year in an employee's schedule if the change affects the days of the week the employee is scheduled to work, or changes the length of the work Day.

15.18 An employee and supervisor may mutually agree to change an employee's starting time for one or more Days. This may include situations where the Company has had to change an employee's start time for a week, even though it was only required for one Day. Where the employee and supervisor agree to such a change, the employee waives any payment for overtime for the agreed-upon hours of work.

**15.19 Does not apply**

**15.20 Does not apply**

**15.21 Does not apply**

**15.22 Does not apply**

**15.23 Does not apply**

**15.24 Does not apply**

### ARTICLE 18.00 HOLIDAYS

18.01 (a) Subject to clause 18.03, employees will receive a Day off with pay for each of the following holidays:

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

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

## APPENDIX G

- 18.02 In addition, one Civic Holiday will be recognized and observed but only in a community in which it is officially declared. This holiday shall apply to all employees regularly based in the community. No employee will forfeit entitlement to a Civic Holiday because of a transfer to another location.
- 18.03 Employees will be paid for a holiday only if:
- (a) they have completed 30 Working Days or have worked 240 hours in the 12 months immediately preceding the holiday, and
  - (b) they work their scheduled shift immediately before and immediately after the holiday, unless absent due to sickness or accident, or by authority of the Company.
- 18.04 (a) Wherever possible, an employee will not be scheduled to work on a holiday.
- (b) Any employee scheduled to work on a holiday will be paid:
- (1) at the overtime rate for the hours actually worked, and
  - (2) the normal Day's pay as provided for in clause 15.01.
- 18.05 The following rules apply when a holiday falls on a Saturday or Sunday:
- (a) Easter Sunday shall be observed on the following Monday. Alternatively, in any locality, the Company may designate some employees to observe the holiday on the previous Thursday and others on the following Monday.
  - (b) For any other holiday, the Company may direct that the holiday be observed on the previous Friday or the following Monday.
  - (c) Boxing Day will be observed on the first weekday following the Day on which Christmas is observed.
  - (d) The Company will post, at least one month prior to a holiday, a notice as to when a holiday is to be observed.
- 18.06 When a holiday falls on an employee's regular Day off, that employee shall receive payment under paragraph (a) or paragraph (b), whichever is applicable:
- (a) If the employee's other work Days in that calendar week have been scheduled as eight hours, the employee will receive eight hours' pay at the employee's normal hourly rate in addition to regular pay, or eight hours off with pay.
  - (b) If the employee's other work Days in that calendar week have been scheduled as 10 hours, the employee will receive 10 hours' pay at the employee's normal hourly rate in addition to regular pay, or 10 hours off with pay.
- 18.07 If a holiday falls on an employee's regularly scheduled Day of work and the employee is given that Day off, the employee will be paid for the previously scheduled hours of work for that Day at the normal hourly rate. No further action will be required to balance the normal wage with the hours of work scheduled.

## APPENDIX G

### ARTICLE 19.00 ANNUAL VACATION

#### 19.01 Does not apply.

19.02 Permanent Employees will be entitled to annual vacation with regular pay on the following basis:

After one year of Continuous Employment	120 hours
After six years of Continuous Employment	160 hours
After fourteen years of Continuous Employment	200 hours
After twenty two years of Continuous Employment	240 hours

- 19.03 (a) Advance draws on vacation entitlement are available to Permanent or Probationary Employees who have completed more than six months, but less than one year, of Continuous Employment.
- (b) Employees covered by this clause may take up to 40 hours of vacation during their second six months of employment.
- (c) Employees covered by this clause may also take up to 40 hours leave of absence without pay during their second six months of employment.
- (d) The vacation and leave allowed by this clause are subject to agreement between employees and their immediate supervisors.
- 19.04 Part-time and Temporary Employees will be paid vacation pay as prescribed by law.
- 19.05 Permanent Part-time Employees will be entitled to annual vacation with pay on a prorated basis tied to their regular hours of work. They will be paid vacation pay on hours worked above their regular hours but not including hours of work where premium overtime rates apply.
- 19.06 The following rules apply to the scheduling of vacation time:
- (a) Vacations may be taken at any time during the calendar year by mutual agreement between the employee and the supervisor, provided, however, that the scheduling is arranged to suit the work schedules of the Company.
- (b) Employees may take up to 40 hours of their vacation one Day at a time, subject to receiving the prior approval of their immediate supervisor and provided the scheduling does not unduly interfere with efficiency or incur overtime.
- (c) In the year in which an employee qualifies for an increased vacation entitlement, the additional hours may be taken only after the employee's anniversary date for vacation entitlement. "Anniversary date" is the anniversary of the date an employee is appointed as a Probationary Employee or a Permanent Employee, whichever is earlier.
- (d) If a holiday falls within an employee's vacation, the vacation shall be extended under paragraph (i) or (ii), whichever is applicable:

## APPENDIX G

- (i) If the employee's last shift worked before the holiday was eight hours in length, and the employee's first shift worked immediately after the holiday was eight hours in length, the vacation will be extended by eight hours.
  - (ii) In any other case, the employee's vacation will be extended by 10 hours.
- 19.07 For the purposes of this article, and subject to clause 19.08, an employee remains continuously employed when on sick leave.
- 19.08
  - (a) Employees are entitled to full vacation entitlement only if they have worked 90 per cent of their regularly scheduled work hours in the year which ended on their most recent anniversary date.
  - (b) For the purpose of this clause, statutory holidays and annual vacation count as Days worked.
  - (c) Employees who have worked less than 90 per cent of their regularly scheduled work hours in the year which ended on their most recent anniversary date shall be entitled to a vacation on a prorated basis bearing the same relationship to their regular vacation entitlement as the number of hours worked bears to 90 per cent of their regularly scheduled work hours. An example of the calculation of prorated vacation entitlement can be found in Appendix H.
- 19.09 Employees may apply in writing for permission to carry over any part of their vacation entitlement to the next year. Such application will be granted only if mutually acceptable to the employee and supervisor.
- 19.10 Employees will take their vacation in blocks made up of a whole work Day. If the number of hours remaining in their vacation entitlement is less than a full work Day, they shall receive a payout of the remaining entitlement.

## APPENDIX H

### PRO-RATED VACATION ENTITLEMENT CALCULATION

#### Total number of work Days in a year is 261 Days.

- 365 days in a year
- 104 Saturdays and Sundays
- Total work Days = 365 minus 104

#### Assumptions

1. Employee's normal vacation entitlement is 4 weeks or 20 Days.
2. The employee missed 70 regularly scheduled work days because the employee was on short term disability.

#### Pro-Rate Vacation Calculation

$$\frac{\text{\# Work Days in a Year} - \text{\# of regularly scheduled work days missed in the year}}{90\% \text{ of the Work Days in a Year}}$$

$$\begin{aligned} & \frac{261 \text{ Work Days} - 70 \text{ Days}}{235 \text{ Work Days}} \\ & = 0.813 \end{aligned}$$

#### Vacation Entitlement

Multiply 0.813 by the Normal Vacation Entitlement of 20 Days.

$0.813 \times 20 \text{ days} = 16.25 \text{ days}$ . (Always round up). Therefore the employee is entitled to 17 days of vacation.



## LETTER OF AGREEMENT

### RE: SEVERANCE PROVISIONS

1. Subject to section 2 of this letter of agreement, a permanent employee (including a permanent part-time employee) whose employment is terminated under Article 35.00 of this Agreement shall receive severance pay of not less than the amount achieved by adding the entitlements under paragraphs (a) and (b) of this section:
  - (a) An amount for length of service, calculated as follows:
    - (i) Where an employee has less than five years of continuous service with the Company – 2.2 weeks of regular pay for each year of service;
    - (ii) Where an employee has more than five years but less than 10 years of continuous service with the Company – 2.4 weeks of regular pay for each year of service;
    - (iii) Where an employee has more than 10 years but less than 15 years of continuous service with the Company – 2.6 weeks of regular pay for each year of service;
    - (iv) Where an employee has more than 15 years but less than 20 years of continuous service with the Company – 2.8 weeks of regular pay for each year of service; or
    - (v) Where an employee has more than 20 years of continuous service with the Company – 3.0 weeks of regular pay for each year of service.
  - (b) An amount in consideration of an employee's age, calculated as follows:
    - (i) Where an employee is between 50 and 54 years of age at the time of termination – four weeks of regular pay; or
    - (ii) Where an employee is 55 years of age or older at the time of termination – six weeks of regular pay.
2. The following additional rules apply in calculating the minimum amount of severance pay to an employee terminated under Article 35.00 of the Agreement:
  - (a) Fractional years of service shall be used in calculating the payments under clause 1. For example, if an employee has 4.5 years of service, the calculation would be 4.5 years x 2.2 weeks/year = 9.9 weeks of regular pay.
  - (b) The amount of severance pay shall not be less than eight weeks of regular pay.
  - (c) Subject to paragraph (d), the Company shall not be required to offer more than 60 weeks of regular pay
  - (d) Where an employee is entitled to at least 60 weeks' regular pay by virtue of paragraph 1(a) of this letter of agreement, and the employee is aged 50 years or more at the time of termination, the employee shall be entitled to 64 or 66 weeks of regular pay subject to 1(b).
3. In addition to the amounts payable under paragraphs 1 or 2, an employee terminated under Article 35.00 of the Agreement shall be entitled to a payment of between 10 and 12% of the severance amount in lieu of extended benefits.

**LETTER OF AGREEMENT**

**RE: ALBERTA HEALTH CARE PREMIUMS**

During the term of this agreement, the Company will pay one-half of the applicable Alberta Health Care premium payable by all permanent employees, including permanent part-time employees.

In witness whereof, the Parties have executed this agreement by their duly-authorized officers

*Original Signed*

\_\_\_\_\_  
on behalf of  
ATCO Power Canada Ltd.

*Original Signed*

\_\_\_\_\_  
On behalf of  
Canadian Energy Workers Association

**LETTER OF AGREEMENT**

**RE: PENSION AND BENEFITS**

In order to recruit and retain employees, the Company has an obligation to provide to employees a pension and benefits package that is competitive and comprehensive.

The pension plans and the benefits package may change from time to time for valid business and social reasons.

The Company will discuss changes to the pension plans and the benefits package with the Association.

In witness whereof, the Parties have executed this agreement by their duly authorized representatives.

*Original Signed*

\_\_\_\_\_  
on behalf of  
ATCO Power Canada Ltd.

*Original Signed*

\_\_\_\_\_  
On behalf of  
Canadian Energy Workers Association

**LETTER OF AGREEMENT**

**RE: SPARE SHIFTS**

The parties have reviewed the application of the spare shift under Appendix D. The discussion focused around the need for these clauses (Clause 15.15 and 15.16) given the four crew system at the stations. With the different schedules and different needs in Utility and Operations, the parties have concluded there has not been sufficient time and consultation to conclude this matter.

The parties agree to review the application of these clauses within the Employee Relations Council to try and create an application that will effectively meet the needs of the Company and the employees.

In witness whereof, the Parties have executed this agreement by their duly-authorized representatives.

*Original Signed*

\_\_\_\_\_  
on behalf of  
ATCO Power Canada Ltd.

*Original Signed*

\_\_\_\_\_  
On behalf of  
Canadian Energy Workers Association

**LETTER OF AGREEMENT**

**RE: WAGE RE-OPENER**

The parties have negotiated a two-year collective agreement. The first and second year of the collective agreement includes all of the changes that were negotiated during collective bargaining including wage increases for the first year.

The parties have agreed that in the second year of the collective agreement the wage portion will be reopened and the wages for the second year of the collective agreement would be negotiated subject to Article 1.00.

In witness whereof, the Parties have executed this agreement by their duly-authorized representatives.

*Original Signed*

\_\_\_\_\_  
on behalf of  
ATCO Power Canada Ltd.

*Original Signed*

\_\_\_\_\_  
On behalf of  
Canadian Energy Workers Association