

Agreement

between

ATCO *power*

and



CANADIAN
ENERGY WORKERS
ASSOCIATION

2010 – 2011

12854 (04)

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AGREEMENT

THIS AGREEMENT made as of the first day of January AD 2010 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 Alberta Labour Relations Code, 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 23rd 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 Relations Code, 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, 2010 to December 31, 2011 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, 2011 and November 1, 2011.
- 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 June 15, 2011. The parties will then undertake negotiations for a new agreement.
- 1.04 Subject to the Letter of Agreement RE: Term of Agreement, if the parties have not resolved all issues through negotiations by October 15, 2011, a new collective agreement will be concluded and will become effective November 1, 2011. That agreement will contain the following items:
- (a) the previous collective agreement, with amendments to the extent agreed upon in negotiations
 - (b) lists of all unresolved matters, prepared by each party, that indicate those items either party wishes to have made retroactive and
 - (c) an article identical to article 38.00 of this agreement.
- That agreement will then be settled by the arbitration board selected or appointed under article 38.00 for resolution of the unresolved issues and requests.
- 1.05 The parties may mutually agree to extend these timelines and may continue to negotiate unresolved issues up to the time the arbitration board commences.
- 1.06 The parties may mutually agree to engage a mediator prior to forwarding unresolved issues to the arbitration board.
- 1.07 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 Employee" means an employee who is enrolled in a work experience opportunity, such as the RAP Program, as a component of secondary or post-secondary studies. - non-union

"Company" means ATCO Power Canada Ltd.

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

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

"Headquarters" means an employee's usual place of work – that is, the location (includes facilities, general support facilities/structures outside of the worksite fence) where an employee normally performs his work.

"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 that 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 that 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 complete.

"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 percent 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 percent 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 percent 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 and their senior manager 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 G, 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 is designed to allow the Company to assess an employee, is typically three months in length. The Company has the discretion to extend the probationary period for up to an additional three months.
- 11.03 During the probationary period, the Company may terminate an employee at its discretion.
- 11.04 The employee's supervisor will review the employee's performance. The employee and supervisor will discuss the employee's performance periodically during the probationary period. The final performance review will take place during the last 30 days of the probationary period.
- 11.05 When an employee successfully completes the probationary period, the employee will be formally appointed to the Job. The Company will confirm the appointment, 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 to a permanent Job on a probationary basis, the Company may reduce the probationary period by the amount of time the employee worked 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 that has a higher maximum rate of pay than the employee's current Job.
 - (b) Any such assignment shall be in writing.

- (c) The Company will provide notice to the Association of any assignment to a higher classification that is longer than 90 days.

12.02

- (a) When an employee is temporarily assigned to a Job that is covered by this collective agreement, the employee's rate of pay, while so assigned, shall be calculated, from the first Day, as follows:
 - (i) The rate shall usually be equal to the employee's normal pay plus one increment, as identified for the employee's normal Job.
 - (ii) If the rate set out in sub-paragraph (i) 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.
 - (iii) If the rate set out in sub-paragraph (i) 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 that relates to the employee's hourly rate of pay.
- (c) For salary administration purposes, an employee who remains in a temporary assignment to a higher classification for more than 12 months, as of January 1, 2010, will have his temporary assigned pay added to his base salary on the payroll system. The new temporary salary will be effective immediately following the 12 months. This is not deemed to be a permanent change in the employee's salary.

12.03

- (a) An employee who is temporarily assigned to a Job that 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 employee's salary in the acting Job will be used as the basis for overtime and any other payment that 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 that 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 Job.

12.07 This clause applies only to employees at Battle River and Sheerness 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 his regular pay of five percent for the duration of the assignment. Employees at Planner and/or Scheduler, Lead Hand, Operator IV and Senior Qualified levels would not be eligible for the five percent increase.

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:
 - (i) standards in a formal Evaluation Plan, if one exists for the schedule in which the Job is listed or
 - (ii) 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 schedules 30 and 30A 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 that 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 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 representative 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 senior manager 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 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 14.00 JOB 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 that 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
(i) an employee is selected for a position for which a Job Posting was issued and

- (ii) 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, 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 that 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 Job 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 Job 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 Job and location for less than two years. The Company is, however, obliged to consider applications of employees who are applying for a Job that has a higher maximum rate of pay than their current Job.

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

	Schedule 30, 32	Schedule 30A, 32A
Normal Working Day (paid)	7.5 hours	8.0 hours
Working Day to be scheduled between the hours of	0700 - 1700	0700 - 1700
Lunch period (unpaid) (Maximum)	1 hour	1 hour
Normal Work Week	37.5 hours 5 consecutive days Monday - Friday inclusive	40 hours 5 consecutive days Monday - Friday inclusive

Table II - Normal Hours of Work - Technical and Non-office Employees

	Non-shift Appendix G	Appendix D Positions
Normal Working Day (paid)	8 hours or 10 hours	8 or 12 hours (as per schedule)
Working Day to be scheduled between the hours of	0600 - 1800	0000 - 2400
Lunch period (unpaid) (Maximum)	1 hour	
Normal Work Week	<p>40 hours over five consecutive days Monday -Saturday inclusive (for employees scheduled to work 8-hour days)</p> <p>OR</p> <p>40 hours over four consecutive days Monday -Saturday inclusive (for employees scheduled to work 10-hour days) (subject to clause 15.08)</p>	40 hours scheduled 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 that 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 senior manager and the Association if:
 - (i) it is intended to last for more than six months or
 - (ii) 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 Working 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 senior manager and the Association if:
 - (i) it is intended to last for more than six months or
 - (ii) 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 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 must sometimes perform unit and equipment maintenance to mitigate production losses at its generating facilities. To try to minimize the business impact, the Company may need to change the hours of an employee's Working Day. These hours may be scheduled outside the normal hours of work noted in Table II.
- (b) The Company will give employees 168 hours (one week) notice of a change under this clause. If the Company does not give an employee 168 hours notice of a change to hours of work, that employee shall receive his regular rate of pay plus additional pay (equal to his normal hourly rate) for any hours worked that are outside the employee's normal scheduled hours in the first 48 hours of the 168-hour notice period.

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 follow the rules regarding the number of consecutive Working Days and the length of the Working 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 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 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 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 jobsite and the specified community, whether the travel is at the end of the work or travel is to finish the next regularly scheduled shift.

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 that exceeds their normal hours of work.
- (b) Employees who volunteer to participate in an activity outside their normal hours of work shall not receive compensation for any time that 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 that 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 on a scheduled day off and that overtime work is cancelled with less than 23 hours notice, the employee will be paid \$80.00.

ARTICLE 17.00 LEFT BLANK INTENTIONALLY

ARTICLE 18.00 HOLIDAYS

- 18.01 Employees will be eligible to 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.
- 18.02 If the employee is ineligible and:
- (a) does not work on the day of the holiday, the employee is not entitled to receive pay or receive another day off for the holiday, even if it falls on a scheduled day off
 - (b) works on the day of the holiday, the employee is entitled to be paid at his hourly rate of pay for hours worked.

18.03

- (a) Eligible 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, Alberta Family Day will be removed from the list of holidays in sub-clause (a).

18.04 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.

18.05 Eligible employees scheduled to work on a holiday will be paid:

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

18.06 The following rules apply to eligible employees 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.

- 18.07 When a holiday falls on the regular day off of an eligible shift employee or an eligible 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.
- 18.08 If a holiday falls on an eligible employee's regularly scheduled Working Day 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, an employee is entitled to vacation with regular pay on the following basis:
- (a) Vacation is based on a work week of either 37.5 hours or 40 hours.
 - (b) Vacation is calculated and displayed in hours.
 - (c) An employee earns a portion of his vacation eligibility each pay period.
- 19.02
- (a) In the year of hire, a Permanent Employee's vacation eligibility is pro-rated, based on the employee's date of hire. The employee is eligible to take the pro-rated number of vacation hours between his date of hire and the end of the calendar year in which he was hired.
 - (b) Following the year of hire, a Permanent Employee is entitled to take his full vacation eligibility on January 1 of each year, as provided in the Vacation Eligibility Table.

VACATION ELIGIBILITY TABLE

Completed Years of Service to the End of the Calendar Year	Annual Vacation Eligibility	Annual Vacation Eligibility (Based on 7.5 Hours/Day)			
		Annual Accrual	Accrual Per Pay Period	Annual Accrual	Accrual Per Pay Period
1-5	3 weeks/ 15 days	112.5 hours	4.327 hours	120 hours	4.615 hours
6-13	4 weeks/ 20 days	150 hours	5.769 hours	160 hours	6.154 hours
14-21	5 weeks/ 25 days	187.5 hours	7.212 hours	200 hours	7.692 hours
22 years +	6 weeks/ 30 days	225 hours	8.654 hours	240 hours	9.231 hours

- (c) An employee is entitled to take his increased vacation eligibility on January 1 of the year in which he qualifies for the increase.

19.03 Vacation eligibility is documented on the employee's pay statement.

- (a) Vacation eligibility is recorded in hours.
- (b) Vacation eligibility is displayed as a negative balance if vacation is taken before it is fully earned.
- (c) An employee that leaves the Company while his pay statement reflects a negative balance for vacation eligibility is required to repay the Company.

19.04 A Part-time Employee or a Temporary Employee is paid vacation pay as prescribed by law.

19.05 A Permanent Part-time Employee is entitled to paid annual vacation, pro-rated to correspond with his regular hours of work. Additional hours worked, except those hours of work where premium overtime rates apply, attract vacation pay.

19.06 The following rules apply to scheduling vacation:

- (a) Vacation may be taken at any time during the calendar year, by mutual agreement between the employee and the supervisor, provided the scheduling is arranged to suit the work schedules of the Company.
- (b) An employee may take up to five days (or the equivalent in hours) of vacation one Working Day at a time, subject to the prior approval of his immediate supervisor and provided the scheduling does not unduly interfere with efficiency or incur overtime.

19.07 If a holiday falls within an employee's vacation, the vacation will be extended as follows:

- (a) If the regular work hours immediately before and immediately after the holiday are the same length, the vacation will be extended by the number of regular work hours in one Working Day.
- (b) If the regular work hours immediately before and immediately after the holiday differ in length, the vacation will be extended by the number of regular work hours in the longer Working Day.

19.08

- (a) An employee continues to earn vacation while on leave, as follows:
 - (i) Disability Leave – An employee continues to accrue vacation during short term disability lasting up to 17 weeks.
 - (ii) Leave Due to Work-related Injury – An employee continues to accrue vacation during WCB lasting up to 17 weeks.
 - (iii) Maternity Leave – An employee continues to accrue vacation during the disability portion of the leave; no vacation is accrued on the remainder of the leave.
 - (iv) Leave with Pay – An employee continues to accrue vacation while on leave with pay.
- (b) An employee does not earn vacation while on parental leave, leave without pay or long term disability.

- (c) Statutory holidays and annual vacation count as days worked for the purpose of this clause.

19.09 An employee may apply, in writing, for permission to carry over any part of his vacation eligibility to the next year. Vacation carry-over of more than 80 hours may be granted with the written approval of the appropriate Vice President or President.

19.10 An employee who works rotating shifts, as outlined in Appendix D, may qualify for additional vacation. Refer to Appendix D.

ARTICLE 20.00 CALL 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 call out time will start when the employee arrives at the jobsite. Travel time to the jobsite from the specified community will be added to the time actually worked.
- (b) 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 call out time will start when the employee arrives at the jobsite. Travel time to and from the jobsite, from the specified Community, will be added to the time actually worked.
- (c) Employees called out within three hours of the start of their regularly scheduled Working Day or shift who work continuously into regularly scheduled hours will be paid as follows:
 - (i) overtime rate for time worked prior to the regularly scheduled start time
 - (ii) straight time for regularly scheduled hours worked.

- (d) Employees called out more than three hours prior to their regular start time who work continuously into the regularly scheduled hours will be paid as follows:
 - (i) overtime rate for all hours worked prior to the regularly scheduled start time
 - (ii) regular rate of pay plus additional pay (equal to the employee's normal hourly rate) for all regularly scheduled hours worked. This rate applies until the employee is relieved from duty.

20.03 Once employees arrive at the jobsite, they 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.

20.04

- (a) If an employee is called out to work outside his normal working hours and that call out work is cancelled before that employee leaves for work, the employee will be paid \$80.00.
- (b) An employee cannot receive call out pay and cancellation pay for the same call.

ARTICLE 21.00 SHIFT DIFFERENTIAL AND WEEKEND PREMIUM

21.01 This article applies to employees who work straight or rotating shifts.

21.02

- (a) Employees will receive a shift differential for all hours worked outside their regular day shift (8 or 10 hours Monday to Sunday) for their Job Class and work location.
- (b) Shift differential is always applied at the same rate.
- (c) The shift differential/weekend premium will be \$2.09.
- (d) Future negotiated wage increases will be applied to the shift differential/weekend premium.

21.03 Employees who work on a Saturday or Sunday will receive the premium from 21.02 (c) for all hours worked.

ARTICLE 22.00 CALCULATION OF PREMIUMS

22.01 An employee shall not receive a premium rate under more than one provision of this agreement unless otherwise specifically provided. If two or more premiums are attributable to the same hours worked, the employee shall receive only the highest applicable premium.

ARTICLE 23.00 STANDBY

23.01

- (a) An employee who is requested to standby shall be paid, as follows:
 - (i) where the standby period begins on a scheduled Working Day, an amount equal to one hour of the employee's regular pay for each standby period
 - (ii) where the standby period begins on a weekend, an amount equal to 2.5 hours of the employee's regular pay for each standby period.
 - (iii) where the standby period begins on a recognized statutory holiday, an amount equal to three hours of the employee's regular pay for each standby period.
- (b) For employees on staff as of January 1, 2004, the standby pay provided for under clause 23.01 (a) will not be less than the standby provided for in 2003 (\$23.48 on a regularly scheduled Working Day; \$61.30 on a scheduled day of rest or recognized holiday).
- (c) 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 126th day.
- (d) An employee who is scheduled by the Company to standby for more than 150 days in a calendar year shall be paid 2.5 times the applicable rate set out in paragraph (a) for every day he is scheduled to standby after the 150th day.

23.02 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).

- 23.03 The Company will designate which employees are on standby. Where practical, a standby schedule will be posted in advance.
- 23.04 An employee on standby will be available to be called out during the standby period.
- 23.05 An employee on standby may leave his home for personal reasons, provided he makes arrangements to be reached and to be available for duty.
- 23.06 For the purposes of this article:
- (a) The standby period on a regularly scheduled Working Day begins at the conclusion of the employee's regularly scheduled shift and continues until 8 a.m. 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. the following Day.
 - (c) A mutual agreement between employees to exchange standby duty does not constitute a scheduling of standby by the Company.

ARTICLE 24.00 PAY FOR WORKING ON STEEL RADIO TOWERS AND STACKS

- 24.01 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 25.00 WORK AWAY FROM HEADQUARTERS

- 25.01 The Company will provide employees of the Battle River and Sheerness stations 48 hours notice when requiring them to work away from their Headquarters. If the Company fails to provide 48 hours notice, employees who are required to work under this article on a regular Working Day will be paid at their normal hourly rate plus additional pay equal to their normal hourly rate for the travel time to arrive at the new location and for the hours worked at the new location within the first 48 hours after notice is given.

25.02 For the purpose of this article, “work” is considered solely the application of trade/occupational skills. It does not include other away-from-Headquarters activities, such as, but not limited to, training, development, Association business, interviews and conferences.

ARTICLE 26.00 BOARD AND LODGING

26.01 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.

26.02

- (a) When an employee is working away from his 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	\$11.00
Lunch	\$13.00
Dinner	\$23.00.

26.03 An employee may, at his option, claim a per diem allowance of \$120 for each full day of work away from his Headquarters. This allowance is intended to reimburse costs for meals, accommodation and incidental expenses, without the need for receipts. If this option is chosen, it must be used for all full days claimed on that work assignment.

26.04 An employee who is required by the Company to be away from his Headquarters overnight will be paid \$6.00 per night for incidental expenses.

26.05

- (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 Working 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 \$14.00 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 27.00 BEREAVEMENT LEAVE

- 27.01 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, any dependent relative living in the employee's household and an employee's dependent child's other parent.
- 27.02 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 28.00 TERMINATION OF SERVICE

- 28.01 A Permanent Employee shall give the Company a written termination notice of at least

- (a) one week, if the employee has less than two years service
 - (b) two weeks, if the employee has more than two years service.
- 28.02 The Company shall give a Permanent Employee a written termination notice consistent with Alberta's **Employment Standards Code**, but not less than four weeks.
- 28.03 The Company shall give a non-permanent employee a written termination notice consistent with Alberta's **Employment Standards Code**.
- 28.04 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 29.00 MATERNITY AND PARENTAL LEAVE

- 29.01 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.
- 29.02 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 if modified duties are not available. This clause may not be used if the employee is absent from work for medical reasons, as certified by a physician.
- 29.03 Employees who choose not to take parental leave are entitled to a day off, with pay, when their child is born or adopted, provided they were scheduled to work that day.
- 29.04 On return from maternity or parental leave, employees are eligible to take an advance of up to two weeks of their vacation entitlement.

ARTICLE 30.00 GRIEVANCE PROCEDURE

- 30.01 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

30.02

- (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

30.03 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.

30.04 The discussions referred to in clause 30.03 should be held as soon as possible after the act that 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.

- 30.05 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.
- 30.06 While this grievance procedure is in process, the employee involved will continue to faithfully perform the duties assigned.

Representation

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

Calculation of Time

- 30.08 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

- 30.09 The employee will put the grievance in writing.
- 30.10 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.

30.11

- (a) Where the grievance results from a Job Posting, the grievance will be sent to the selecting supervisor and the supervisor's senior 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 senior manager within 15 Days of the act causing the grievance, with a copy, for information purposes, to the employee's supervisor.

30.12 The senior manager will meet with the employee and supervisor to discuss the grievance. If the grievance arises from article 14.00 (Job Posting and Job Progression), the supervisor who made the decision shall attend the meeting at the request of either party.

30.13 Within six Days of receiving the grievance, the senior manager will either uphold or deny the grievance. The senior manager's decision shall be in writing and given to the employee and the Association.

30.14 If the grievance is not resolved satisfactorily, either the Company or the Association may proceed to Step 2.

Step 2

30.15 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.

30.16 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 that, it is claimed, have been violated or infringed upon and
- (f) the signature of the employee(s) submitting the grievance.

30.17 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 30.15. The other party will respond with the names of its nominees, in writing, within five Days of receiving the notice.

30.18 The employee initiating the grievance, the employee's supervisor and the senior 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 senior manager are also ineligible to sit as members of the Grievance Committee.

30.19 The Grievance Committee shall appoint one of its members to be its chair and the person so appointed will retain the right to vote.

30.20 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.

30.21 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.

30.22 A majority decision of the Grievance Committee is binding upon both parties.

30.23 If the Grievance Committee reports it is unable to reach a majority decision, the grievance may proceed to Step 3.

Step 3

30.24 The Association or the Company shall submit the grievance to the Company's president.

30.25 The grievance shall be submitted, in writing, within six Days of the Grievance Committee's report.

30.26 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.

30.27 If the grievance is not resolved satisfactorily, either party may submit the grievance to arbitration.

Grievance Arbitration

30.28 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.

30.29 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.

30.30 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 Human Resources and Employment for Alberta to appoint a chairman.

30.31

(a) Notwithstanding clauses 30.28 to 30.30, 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 30.28. If no agreement has been reached by that time, the parties will request the Minister of Human Resources and Employment for Alberta to appoint an arbitrator.

- (c) A single arbitrator appointed under this clause constitutes the “board for the purposes of clauses 30.32 to 30.37.
- 30.32 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.
- 30.33 The board will make every reasonable effort to render its decision, in writing, within 30 calendar days of its hearing.
- 30.34 The decision of a majority of the board is the decision of the board. It is final and binding on the parties.
- 30.35 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.
- 30.36 The board’s jurisdiction is limited to the remedy requested by the grieving party.
- 30.37 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.
- 30.38 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 30.31, the expenses of the arbitrator shall be shared equally by the parties.

ARTICLE 31.00 POLICY GRIEVANCES

- 31.01 Either party to this agreement may initiate a grievance regarding the interpretation, application, administration or any alleged violation of this agreement.
- 31.02 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.

31.03 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 30.08 and clauses 30.17 to 30.37 inclusive shall apply to the processing of such grievance.

ARTICLE 32.00 EXCLUDED PERSONNEL

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

ARTICLE 33.00 ASSOCIATION DUES *perm. NO. members are temp. casual*

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

ARTICLE 34.00 NOTICES

- 34.01** 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 president of the Association or delivered to the Association's office. Notices to the Company will be sent to Human Resources. 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.
- 34.02** 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.
- 34.03** In the event of anticipated or existing postal disruption, all notices shall be delivered by hand and not mailed.

ARTICLE 35.00 EMPLOYEE RELATIONS COUNCIL

- 35.01** The parties agree to establish a standing Employee Relations Council.
- 35.02** The Council will consider matters relating to technological change, employee relations and collective agreement issues and make recommendations to the parties, as appropriate.
- 35.03** The Council will consist of an equal number of representatives from the Company and the Association.
- 35.04** 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.
- 35.05** The Company and the Association will each nominate one of its representatives to be a co-chair of the Council.
- 35.06** The Council will meet at the call of the co-chair and may establish its own procedures and practices.

ARTICLE 36.00 LAYOFFS

36.01

- (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 senior manager of the location in which the layoff is to occur.

36.02 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.

36.03 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 to advise 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 37.00 REDUCTION OF STAFF

37.01 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):
 - (i) the proposed implementation dates of the terminations
 - (ii) the anticipated number, type and location of employees who will be affected
 - (iii) anticipated changes to the terms and working conditions of employees affected by the terminations and
 - (iv) 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:
 - (i) provide an employee with training or retraining opportunities to provide the employee with skills required for a Job that is or might become available and
 - (ii) provide an employee with an opportunity to relocate and be placed in a Job that is available and for which the employee has, or can reasonably acquire, the skills required for the Job.

37.02

- (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 38.00 CONTRACT ARBITRATION

- 38.01 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.
- 38.02 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, 2009.
- 38.03 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 Human Resources and Employment for Alberta will appoint a chair at the request of either nominee.
- 38.04 The arbitration board will meet and hear such evidence as the parties may wish to present to assure a full and fair hearing.
- 38.05 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.
- 38.06 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.
- 38.07 The parties will pay the expenses of their respective nominee. The expenses of the chair shall be shared equally by the parties.

ARTICLE 39.00 SELF-FINANCED ACCOUNT

- 39.01
- (a) An employee may contribute funds to a self-financed account.

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

ARTICLE 40.00 DISCIPLINE

- 40.01 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.
- 40.02 The investigation will gather and document relevant facts about the incident and will provide an opportunity for the employee involved to explain his actions.
- 40.03 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.
- 40.04 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.
- 40.05 An employee may be accompanied and/or represented by an Association representative at any stage of this process.
- 40.06 Discipline imposed under this article may be the subject of a grievance under the grievance procedure established in this agreement.
- 40.07 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 41.00 TICKET BONUS

41.01

- (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:
 - (i) leaves the employ of the Company
 - (ii) 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
 - (iii) ceases to hold a valid ticket or
 - (iv) 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 42.00 WAIVER OF SPECIFIC CLAUSES

- 42.01 The Company or the Association may, from time to time, ask the other party 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 or employees' interests.
- 42.02 Upon receiving such a request, the Company or Association shall review it, along with any documentation provided by the other party, and shall provide the other party with a response as soon as practical under the circumstances.
- 42.03 Any waiver by the Company or Association, pursuant to this article, applies only to the specific request made by the Company or Association. Should a further waiver of the same clause be required on a subsequent occasion, the procedure outlined in clauses 42.01 and 42.02 shall apply.

ARTICLE 43.00 CONTRACTING OUT

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

ARTICLE 44.00 SAFETY BOOTS

- 44.01** Employees will be reimbursed for 60 percent 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**.

ARTICLE 45.00 PERSONAL LEAVE

- 45.01** Permanent Employees and Permanent Part-time Employees are eligible for **24** hours of personal leave, with pay, each calendar year.
- 45.02** New employees appointed to probationary status in each calendar year shall have their entitlement for personal leave pro-rated, based on their probationary date in the calendar year. Such leave can be accessed only after attaining permanent status.
- 45.03** Personal leave may be taken at any time during the calendar year, by mutual agreement between the employee and the supervisor, provided personal leave scheduling is arranged to suit the work schedules of the Company.
- 45.04** If an employee resigns or terminates employment within the first six months of the entitlement year and has used more than one half of his entitlement, he will be responsible to repay any personal leave that exceeds one half of the yearly entitlement.
- 45.05** Unused personal leave that remains at the end of a calendar year shall be forfeited and does not carry over into the next calendar year.

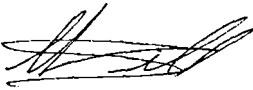
IN WITNESS WHEREOF the Company has hereunto affixed its corporate seal, duly authenticated by the signature of its proper officers thereunto authorized, and the Association has caused these presents to be executed, all as of the day and year first above written.



President, Canadian Energy
Workers Association



President, ATCO Power Canada
Ltd.



President, Chapter 102, Canadian
Energy Workers Association



Vice President, ATCO Power
Canada Ltd.

ATCO POWER CANADA LTD.
SCHEDULE 30
Table I Office Jobs (7.5 hours)
Minimum Bi-weekly (Hourly) Salary and Increments

Job Group Code	Job Title	Effective Jan. 1, 2010 (3.00%)	Increment
300100	Clerk I	\$1166-1453	\$96
300101	Clerk Typist A	(\$15.55-19.38)	(\$1.28)
300102	Receptionist		
300103	Summer Student	Shall be paid the going hourly rate	
300200	Clerk II	1236-1641 (16.48-21.89)	101 (1.35)
300300	Clerk III	1647-1955	103
300301	Clerk Typist B	(21.96-26.06)	(1.37)
300302	Stenographer		
300400	Clerk IV	1763-2173	103
300401	Senior Stenographer	(23.50-28.97)	(1.37)
300500	Clerk V	1965-2375	103
300501	Secretary	(26.20-31.67)	(1.37)
300600	Clerk VI	2158-2584 (28.77-34.45)	106 (1.42)
300700	Clerk VII	2294-2751 (30.59-36.68)	114 (1.52)
300800	Clerk VIII	2436-2948 (32.48-39.31)	128 (1.71)

ATCO POWER CANADA LTD.
SCHEDULE 30A
Table I Office Jobs (8.0 hours)
Minimum Bi-weekly (Hourly) Salary and Increments

Job Group Code	Job Title	Effective Jan. 1, 2010 (3.00%)	Increment
300111	Clerk I	\$1244-1550	\$102
300112	Clerk Typist A	(\$15.55-19.38)	(\$1.28)
300113	Receptionist		
300114	Summer Student	Shall be paid the going hourly rate	
300210	Clerk II	1319-1751 (16.48-21.89)	108 (1.35)
300310	Clerk III	1757-2085	109
300311	Clerk Typist B	(21.96-26.06)	(1.37)
300312	Stenographer		
300410	Clerk IV	1880-2318	109
300411	Senior Stenographer	(23.50-28.97)	(1.37)
300510	Clerk V	2096-2533	109
300511	Secretary	(26.20-31.67)	(1.37)
300610	Clerk VI	2302-2756 (28.77-34.45)	114 (1.42)
300710	Clerk VII	2447-2934 (30.59-36.68)	122 (1.52)
300810	Clerk VIII	2599-3145 (32.48-39.31)	137 (1.71)

ATCO POWER CANADA LTD.
SCHEDULE 32
Table I Office Jobs (7.5 hours)
Minimum Bi-weekly (Hourly) Salary and Increments

Job Group Code	Job Title	Effective Jan. 1, 2010 (3.00%)	Increment
320100	Purchasing Assistant	\$1981-2394 (\$26.42-31.91)	\$103 (\$1.37)
320300	Purchasing Coordinator	2443-3058 (32.57-40.77)	123 (1.64)
320500	Draftsman Trainee	1629-1860 (21.72-24.80)	77 (1.03)
320501	Draftsman I	1734-2216	97
320601	Engineering Assistant I	(23.11-29.55)	(1.29)
320502	Draftsman II	2318-2740	106
320602	Engineering Assistant II	(30.90-36.53)	(1.41)
320503	Draftsman III	2628-3125	124
320603	Engineering Assistant III	(35.04-41.66)	(1.66)

ATCO POWER CANADA LTD.
SCHEDULE 32A
Table I Office Jobs (8 hours)
Minimum Bi-weekly (Hourly) Salary and Increments

Job Group Code	Job Title	Effective Jan. 1, 2010 (3.00%)	Increment
320110	Purchasing Assistant	\$2114-2553 (\$26.42-31.91)	\$110 (\$1.37)
320310	Purchasing Coordinator	2606-3262 (32.57-40.77)	131 (1.64)
320510	Draftsman Trainee	1737-1984 (21.72-24.80)	82 (1.03)
320511	Draftsman I	1849-2364	103
320611	Engineering Assistant I	(23.11-29.55)	(1.29)
320512	Draftsman II	2472-2923	113
320612	Engineering Assistant II	(30.90-36.53)	(1.41)
320513	Draftsman III	2803-3333	132
320613	Engineering Assistant III	(35.04-41.66)	(1.66)

NOTES SCHEDULES 30, 30A, 32, 32A

- (1) Station employees in a Job group under Schedule 30 and 32 who were on staff prior to January 1, 2004 may remain on their current 7½-hour schedule. They have the option to switch to the 8-hour Schedule 30A or 32A at any time.
- (2) Prior to making a final decision to switch to an 8-hour schedule, employees may switch on a trial basis for up to six months.
- (3) Both the trial period and the decision to switch to the 8-hour schedule is available only one time. Once an employee makes a (final) decision to move to the 8-hour schedule, it is a permanent change.
- (4) New hires in these Job groups (or employees transferring to the stations from Edmonton or Calgary) automatically go onto the 8-hour schedule.

Job Group Codes	Apprentice Ticket Title	Training Term/Wage Range Effective January 1, 2010 (3.00%)								
		1.1	1.2	2.1	2.2	3.1	3.2	4.1	4.2	Journey-man
341010 - 341019	Electrician	\$1933 (\$24.16)	\$2095 (\$26.18)	\$2256 (\$28.20)	\$2417 (\$30.22)	\$2577 (\$32.21)	\$2738 (\$34.23)	\$2900 (\$36.25)	\$3061 (\$38.26)	\$3223 (\$40.29)
341020 341029	Instrument Mechanic	\$1933 (\$24.16)	\$2095 (\$26.18)	\$2256 (\$28.20)	\$2417 (\$30.22)	\$2577 (\$32.21)	\$2738 (\$34.23)	\$2900 (\$36.25)	\$3061 (\$38.26)	\$3223 (\$40.29)
341030 341039	Machinist	\$1933 (\$24.16)	\$2095 (\$26.18)	\$2256 (\$28.20)	\$2417 (\$30.22)	\$2577 (\$32.21)	\$2738 (\$34.23)	\$2900 (\$36.25)	\$3061 (\$38.26)	\$3223 (\$40.29)
341040 341049	Millwright	\$1933 (\$24.16)	\$2095 (\$26.18)	\$2256 (\$28.20)	\$2417 (\$30.22)	\$2577 (\$32.21)	\$2738 (\$34.23)	\$2900 (\$36.25)	\$3061 (\$38.26)	\$3223 (\$40.29)
341050 341059	Welder**	\$2095 (\$26.18)	\$2256 (\$28.20)	\$2417 (\$30.22)	\$2738 (\$34.23)	\$2900 (\$36.25)	\$3061 (\$38.26)			\$3223 (\$40.29)

(** 3 year Apprenticeship Program)

ATCO POWER CANADA LTD.
SCHEDULE 34
Table II Apprenticeship Jobs
Minimum Bi-weekly (Hourly) Salary and Increments

NOTES SCHEDULE 34
Table II Apprenticeship Jobs

- (1) The Company Apprenticeship Guidelines set out all articles, conditions and administration necessary for 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 Bi-weekly (Hourly) Salary and Increments

Job Group Code	Job Title	Effective Jan. 1, 2010 (3.00%)	Increment
360100	Assistant Steam Plant Operator	\$1431-2128 (\$17.89-26.60)	\$ 74 (\$2.18)
360300	Steam Plant Operator I	1814-2524 (22.67-31.55)	\$177 (2.22)
360400	Steam Plant Operator II	2521-3098 (31.52-38.72)	\$192 (2.40)
360500	Steam Plant Operator III Entry Level	3334 (41.68)	
360510	Qualified Level	3488 (43.60)	
360600	Steam Plant Operator IV Entry Level	3771 (47.13)	
360610	Qualified Level	3903 (48.79)	
362100	Steam Plant Helper	1404-2163 (17.55-27.04)	\$ 09 (1.36)

None

ATCO POWER CANADA LTD.
SCHEDULE 36 (Continued)
Table II Steam Plant Non-office Jobs
Minimum Bi-weekly (Hourly) Salary and Increments

Job Group Code	Job Title	<i>Effective</i> Jan. 1, 2010 (3.00%)	Increment
363100	Plant Utility Man I	\$1400-2274 (\$17.51-28.43)	*\$175 (\$2.18)
363300	Plant Utility Man II	2272-2796 (28.40-34.95)	*175 (2.18)
363500	Lead Utility Man	2935 (36.69)	
364200	Station Inspector	2863-3423 (35.79-42.78)	*140 (1.75)
364201	Station Inspector (Flat Rate)	3592 (44.90)	

ATCO POWER CANADA LTD.
SCHEDULE 36 (Continued)
Table II Steam Plant Non-office Jobs
Minimum Bi-weekly (Hourly) Salary and Increments

Job Group Code	Job Title	Effective Jan. 1, 2010 (3.00%)	Increment
366050	Plant Maintenance Worker	\$1371-2245 (\$17.14-28.06)	\$175 (\$2.18)
366300	Plant Maintenance Man II	2251-2775 (28.13-34.68)	\$175 (2.18)
366500	Plant Maintenance Man III	2863-3223 (35.79-40.29)	\$ 80 (2.25)
366501	Plant Maintenance Man III (Flat Rate)	3421 (42.76)	
366700	Lead Maintenance Man (Includes: Electrical, Instrumentation, Mechanical)	3592 (44.90)	
366701	Planner and/or Scheduler	3592 (44.90)	

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.
 - (a) New employees hired to the position of journeymen welder in the Plant Maintenance Man III classification, after January 1, 2007, must have and maintain their "B" Pressure certification to advance to and retain the flat 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 their In-service Boiler and Pressure Vessel Inspection certification and CGSB Level II LPI and MPI certification. Upon achieving the required certification, the employee will be progressed to the flat rate.
- (5) Planner and/or Scheduler (job group code 366701)
 - (a) Employees will be assigned to this job group on a term basis. The length of the term and job requirements will be predetermined and in writing.
 - (b) Employees assigned to this job group will be reclassified for the duration of the term.
 - (c) Employees assigned to this job group who are currently at a flat rate (364201 and 366501) will receive the posted wage. All others will receive a five percent increase to their current base rate.
 - (d) Employees who are providing coverage for this job group, due to vacation or other absence, will be eligible for OBS to the planner and/or scheduler rate.

- (e) Employees who perform job planning on a project or specific work scope basis will not be eligible for reclassification or OBS to the planning rate.
 - (f) The job group code 366701 is not subject to the provisions of article 14 as this is not a job posting/progression position.
- (6) The Lead Maintenance Man rate (366700) and the Planner and/or Scheduler rate (366701) will be maintained at five percent above the Maintenance Man III flat rate. The Lead Utility Man rate (363500) will be maintained at five percent above the maximum rate for Plant Utility Man II.

ATCO POWER CANADA LTD.
SCHEDULE 37
Table II Non-office Jobs
Minimum Bi-weekly (Hourly) Salary and Increments

Job Group Code	Job Title	Effective Jan. 1, 2010 (3.00%)	Increment
370000	Labourer/Groundsman	Shall be paid the going hourly rate	
370010	Summer Student	Shall be paid the going hourly rate	
370100	Warehouseman	\$1599-2197 (\$19.98-27.47)	\$86 (\$1.07) NINE
370300	Senior Warehouseman	2111-2453 (26.39-30.67)	\$86 (1.07)
370500	Stockkeeper	2186-2717 (27.33-33.97)	106 (1.33)
370600	Materials Management Coordinator	2604-3130 (32.55-39.8)	105 (1.32)
370601	Materials Management Coordinator (Flat Rate)	3260 (40.75)	

NOTES SCHEDULE 37 TABLE II Non-office Jobs

- (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) must obtain 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 CANADALTD.
SCHEDULE 38
Table II Technical Non-office Jobs
Minimum Bi-weekly (Hourly) Salary and Increments

Job Group Code	Job Title	Effective Jan. 1, 2010 (3.00%)	Increment
380100	Electrical/Instrumentation Technologist, Entry	\$2152-2829 (\$26.90 -35.36)	*\$169 (\$2.11)
380200	Electrical/Instrumentation Technologist, Qualified	2652-3498 (33.16 -43.73)	*169 (2.11)
380201	Planner and/or Scheduler	3673 (45.91)	
380300	Electrical/Instrumentation Technologist, Senior Qualified	3284-3722 (41.05-46.53)	146 (1.83)
380400	Electrical/Instrumentation Technologist, Team Leader	3361-3800 (42.01 -47.49)	146 (1.83)
381100	Electrical Technologist Entry	1805-2651 (22.56 -33.3)	*169 (2.11)
381200	Electrical Technologist Qualified	2484-3499 (31.05 -43.74)	*169 (2.11)
381300	Electrical Technologist Senior Qualified	3284-3722 (41.05-46.53)	146 (1.83)
381400	Electrical Technologist Team Leader	3361-3800 (42.01 -47.49)	146 (1.83)

ATCO POWER CANADALTD.
SCHEDULE 38 (Continued)
Table II Technical Non-office Jobs
Minimum Bi-weekly (Hourly) Salary and Increments

Job Group Code	Job Title	Effective Jan. 1, 2010 (3.00%)	Increment
382100	Technical Resources Technologist Entry	\$1752-2573 (\$21.90-32.16)	*\$164 (\$2.05)
382200	Technical Resources Technologist Qualified	2411-3396 (30.14-42.45)	*164 (2.05)
382300	Technical Resources Technologist Senior Qualified	3188-3614 (39.84-45.17)	142 (1.78)
382400	Technical Resources Technologist Team Leader	3263-3689 (40.78-46.11)	142 (1.78)
383100	Mechanical Technologist Entry	1752-2573 (21.90-32.16)	164 (2.05)
383200	Mechanical Technologist Qualified	2411-3396 (30.14-42.45)	164 (2.05)
383300	Mechanical Technologist Senior Qualified	3188-3614 (39.84-45.17)	142 (1.78)
383400	Mechanical Technologist Team Leader	3263-3689 (40.78-46.11)	142 (1.78)

NSWB

NSWB

ATCO POWER CANADA LTD.
SCHEDULE 38 (Continued)
Table II Technical Non-office Jobs
Minimum Bi-weekly (Hourly) Salary and Increments

Job Group Code	Job Title	Effective Jan. 1, 2010 (3.00%)	Increment
384200	Turbine Plant Operator I	\$1548-2444 (\$19.34 -30.55)	*\$149 (\$1.87)
384300	Turbine Plant Operator II	2444-3104 (30.55-38.80)	*165 (2.06)
384301	Lead Turbine Plant Operator	3261 (40.76)	
385100	Chemical Technologist Entry	\$1751-2537 (\$21.89 -31.71)	*157 (1.97)
385200	Chemical Technologist Qualified	2287-2796 (28.59-34.95)	*170 (2.12)
385201	Chemical Technologist Qualified (Flat Rate)	2979 (37.24)	
385300	Chemical Technologist Senior Qualified	2749-3175 (34.36-39.68)	142 (1.78)
385400	Chemical Technologist Team Leader	2823-3249 (35.28-40.61)	142 (1.78)

NOTES SCHEDULE 38 Technical Non-office Jobs

- (1) Planner and/or Scheduler (job group code 380201) (Applies only to technologists)
 - (a) Employees will be assigned to this job group on a term basis. The length of the term and Job requirements will be predetermined and in writing.
 - (b) Employees assigned to this job group will be reclassified to the applicable rate for the duration of the term.
 - (c) If an employee is not at the maximum of Electrical/Instrumentation Technologist, Qualified (380200), a five percent increase will be added to the employee's current base rate.
 - (d) Employees who are providing coverage for this job group due to vacation or other absence will be eligible for OBS to the planner/scheduler rate.
 - (e) Employees who perform job planning on a project or specific work scope basis will not be eligible for reclassification or OBS to the planning rate.
 - (f) The job group code 380201 is not subject to the provisions of article 14 as this is not a job posting/progression position.
- (2) The Planner and/or Scheduler rate (380201) will be maintained at five percent above the maximum rate for Electrical/Instrumentation Technologist, Qualified (380200).
- (3) The Lead Turbine Plant Operator rate (384301) will be maintained at five percent above the maximum rate for Turbine Plant Operator II (384300).
- (4) 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

[NOTE: THE SALARY SCHEDULES CONTAINED IN THIS AGREEMENT DO NOT REFLECT EXACTLY THE BI-WEEKLY PAY AMOUNTS BECAUSE OF THE ROUNDING CALCULATIONS USED.]

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 that 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 his own request, the employee will be paid at an appropriate level within the wage range for the lower-level Job Class.

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RE: ARTICLE 1.00 TERM OF THE AGREEMENT

During the negotiations of this collective bargaining agreement, the parties have put forward their respective proposals related to article 1.00, specifically clauses 1.04, 1.05, 1.06 and 1.07 and their application to article 38.00.

After considerable discussion, the parties have not been able to resolve their differences regarding their proposed changes to article 1.00. Both parties agree that resolution of the issues related to article 1.00 and the associated referenced clauses will require additional time.

It is also acknowledged that CEWA and the Company have an interest in ensuring that a new collective bargaining agreement is concluded in a timely manner while, at the same time, ensuring that the members of the bargaining unit have an opportunity to express their views prior to forwarding any unresolved issues to an arbitration board.

Any reference or changes to article 1.00 in a Memorandum of Agreement is not an indication that CEWA in any way agrees that this article has been resolved and, further, CEWA's agreement will not be raised as a way to preclude the issues outlined by CEWA in bargaining from being heard and decided.

Therefore, it is agreed that the proposals put forward by the parties be dealt with separately and will be negotiated to the satisfaction of both parties. By mutual agreement, the parties may consider remedies that could include but are not limited to submissions to the Labour Relations Board, engaging in mediation or any other such remedies, as agreed to by both parties. Should the parties fail to reach agreement on the changes to article 1.00 by March 31, 2010, it is agreed that the issue will be submitted to a three-member interest arbitration board, pursuant to article 38 of our Collective Bargaining Agreement. For the purposes of application, the date referred to in clause 38.02 shall reflect March 31, 2010, not the existing date.

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The terms of this letter will expire with the termination of the current collective bargaining agreement.

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



President, Canadian Energy
Workers Association



President, ATCO Power Canada
Ltd.



President, Chapter 102, Canadian
Energy Workers Association



Vice President, ATCO Power
Canada Ltd.

APPENDIX A

LETTERS OF AGREEMENT

RE: WAGERE-OPENER

The parties have negotiated a two-year collective agreement. The first and second year of the collective agreement include 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 re-opened and the wages for the second year of the collective agreement will be negotiated, subject to article 1.00.

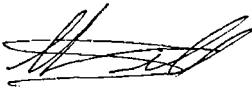
In witness whereof, the parties have executed this agreement by their duly-authorized officers.



President, Canadian Energy
Workers Association



President, ATCO Power Canada
Ltd.



President, Chapter 102,
Canadian Energy Workers
Association



Vice President, ATCO Power
Canada Ltd.

APPENDIX A

LETTERS OF AGREEMENT

RE: RECIPROCITY

The ATCO Group of companies represents a very diverse range of businesses operating in different regulatory and competitive environments. This diversity is reflected in different strategic business goals and objectives as well as in the range of human resource skill requirements for each of the companies. Competitive, geographic considerations and other factors further influence human resource requirements and employment conditions. Employee representation and employee contracts are also unique to each of the companies.

The Canadian Energy Workers Association (CEWA) has been certified as the bargaining agent for a unit of employees of ATCO Power (the Company). Similarly, the CEWA is also the bargaining agent for several other ATCO companies, namely ATCO Electric, ATCO I-Tek Business Services Ltd., Yukon Electrical Company Limited, Northland Utilities (NWT) Limited and Northland Utilities (Yellowknife) Limited.

Job Posting Reciprocity

The Company recognizes that, in some cases, there may be value to employees and the Company to expand access to the internal job posting process to the other CEWA bargaining units. This would provide employees with a wider range of career choices and opportunities while giving the Company access to a larger human resource base with experience working in the ATCO Group.

It is understood, however, that employment terms and conditions as well as recruitment processes and management policies may vary from company to company within the ATCO Group. Employees interested in applying on job postings in other companies within the group are responsible for determining the terms and conditions of employment and any relevant management policies for the company to which they are applying.

Reciprocity Principles

In order to enable employees to have access to alternate employment opportunities and to facilitate the mobility of employees among the ATCO companies, the Company agrees to participate in a reciprocal arrangement with the other ATCO companies represented by CEWA. For the purposes

APPENDIX A

LETTERS OF AGREEMENT

of this agreement, the various bargaining units will be treated as one unit, subject to the following:

- a) The Company will issue a Job Posting to all human resource departments in the participating companies and to the appropriate CEWA bargaining unit.
- b) The Company will consider applications from all employees covered by the bargaining units previously identified.
- c) No employee of the other ATCO companies identified in this agreement will have a right to grieve under the grievance provisions of the Company's collective bargaining agreement.
- d) Relocation expenses will not typically be covered unless Company management determines that such coverage is in the best interests of the Company.
- e) Prospective candidates will be subject to the Company's interview and selection processes and may include, but are not limited to personal, telephone or other selection techniques that the Company deems appropriate.
- f) ATCO Power employees applying to jobs outside of their bargaining unit will be responsible for arranging personal time off to participate in interviews or other activities related to re-employment outside of the Company.
- g) Successful candidates transferring from other bargaining units will be subject to the terms of the Company's collective bargaining agreement and Company policies and procedures.

Revision/Termination Conditions

In the event that the size of the bargaining units at ATCO Power, ATCO Electric, ATCO I-Tek Business Services Ltd., Yukon Electrical Company Limited, Northland Utilities (NWT) Limited and/or Northland Utilities (Yellowknife) Limited should increase by more than 50 percent, it is understood that this agreement may be revised or terminated on 30 Days notice, in writing, given by any party to the other.

APPENDIX A

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This Letter of Agreement will be terminated 60 Days after written notice is given by one of the following to all of the others:

- (1) ATCO Power
- (2) Canadian Energy Workers Association
- (3) ATCO Electric
- (4) ATCO I-Tek Business Services
- (5) Yukon Electrical Company Limited
- (6) Yukon Electrical Employees' Association
- (7) Northland Utilities (N.W.T.) Limited
- (8) Northland Utilities (Yellowknife) Limited
- (9) Northland Utilities Employees' Association

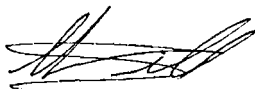
Unless revised or terminated beforehand, this Letter of Agreement will continue in force during the term of this agreement.



President, Canadian Energy
Workers Association



President, ATCO Power Canada
Ltd.



President, Chapter 102,
Canadian Energy Workers
Association



Vice President, ATCO Power
Canada Ltd.

APPENDIX A

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RE: ALBERTA HEALTH CARE PREMIUMS

During the term of this agreement, the Company will pay no less than one-half of the applicable Alberta Health Care premium payable by all Permanent Employees, including Permanent Part-time Employees. This benefit is currently covered by and documented in the *ATCOFlex* Plan.

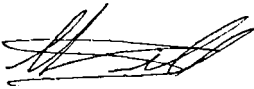
In witness whereof, the parties have executed this agreement by their duly-authorized officers.



President, Canadian Energy
Workers Association



President, ATCO Power Canada
Ltd.



President, Chapter 102,
Canadian Energy Workers
Association



Vice President, ATCO Power
Canada Ltd.

APPENDIX A

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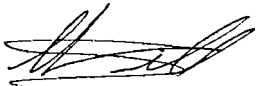
- (a) Fractional years of service shall be used in calculating the payments under clause 1. For example, if an employee has 4.5 years of service, the calculation would be 4.5 years x 2.2 weeks/year = 9.9 weeks of regular pay.
 - (b) The amount of severance pay shall not be less than eight weeks of regular 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 37.00 of the agreement shall be entitled to a payment of between 10 and 12 percent of the severance amount in lieu of extended benefits.



President, Canadian Energy
Workers Association



President, ATCO Power Canada
Ltd.



President, Chapter 102,
Canadian Energy Workers
Association



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Canada Ltd.

APPENDIX A

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RE: ALBERTA HEALTH CARE PREMIUMS

During the term of this agreement, the Company will pay no less than one-half of the applicable Alberta Health Care premium payable by all Permanent Employees, including Permanent Part-time Employees. This benefit is currently covered by and documented in the *ATCOflex* Plan.

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



President, Canadian Energy
Workers Association



President, ATCO Power Canada
Ltd.



President, Chapter 102,
Canadian Energy Workers
Association



Vice President, ATCO Power
Canada Ltd.

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RE: PENSION AND BENEFITS

The Company recognizes the advantage of providing a competitive and comprehensive pension and benefits package as one of the means to attract and retain personnel.

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.

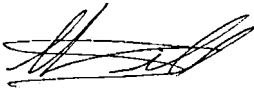
In witness whereof, the parties have executed this agreement by their duly authorized officers.



President, Canadian Energy
Workers Association



President, ATCO Power Canada
Ltd.



President, Chapter 102,
Canadian Energy Workers
Association



Vice President, ATCO Power
Canada Ltd.

APPENDIX A

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RE: PENSIONS AND BENEFITS INFORMATION EXCHANGE

ATCO Power Canada Ltd. provides its employees with a comprehensive pensions and benefits program. These programs are developed and administered by ATCO Group and have been designed to provide a fair and reasonable level of pension and benefit coverage to its employees that is comparable to the pension and benefit coverage provided by employers in similar businesses and markets.

The employees of ATCO Power have expressed an interest in participating in a forum with human resources staff from ATCO Power to address employees' concerns with the administration and delivery of the benefit and pension programs. ATCO Power has agreed to establish an ongoing committee made up of representatives of the Canadian Energy Workers Association, human resources staff from ATCO Power and ATCO Group to provide an exchange of information on the pension and benefit programs and develop proposals for improvements to these programs.

The terms of this letter will expire with the termination of current collective bargaining agreement.

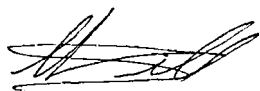
In witness whereof, the parties have executed this agreement by their duly authorized officers.



President, Canadian Energy Workers Association



President, ATCO Power Canada Ltd.



President, Chapter 102, Canadian Energy Workers Association



Vice President, ATCO Power Canada Ltd.

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

300100 Clerk I
300101 Clerk Typist A
320500 Draftsman - Trainee
320501 Draftsman I
320601 Engineering Assistant I
360100 Assistant Steam Plant Operator
360300 Steam Plant Operator I
360400 Steam Plant Operator II
360500 Steam Plant Operator III Entry
360600 Steam Plant Operator IV Entry
363100 Plant Utility Man I
380100 Electrical/Instrument Tech Entry
370100 Warehouseman
381100 Electrical Technologist Entry
384200 Turbine Plant Operator I
382100 Technical Resources Tech Entry
383100 Mechanical Technologist Entry
385100 Chemical Technologist Entry

PROGRESSION TO

300200 Clerk II
300301 Clerk Typist B
320501 Draftsman I
320502 Draftsman II
320602 Engineering Assistant II
360300 Steam Plant Operator I
360400 Steam Plant Operator II
360500 Steam Plant Operator III Entry
360510 Steam Plant Operator III Qualified
360610 Steam Plant Operator IV Qual.
363300 Plant Utility Man II
380200 Electrical/Instrument Tech Qual.
370300 Senior Warehouseman
381200 Electrical Technologist Qualified
384300 Turbine Plant Operator II
382200 Technical Resources Tech Qual.
383200 Mechanical Technologist Qual.
385200 Chemical Technologist Qualified

APPENDIX D

12-HOUR SHIFTS - GENERATIONSHIFT 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 that 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 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 and 21.00, and clause 19.10, which are 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.

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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 Working 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 senior manager and the Association if:
 - (i) it is intended to last for more than six months or
 - (ii) 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 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.

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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 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 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 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 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 jobsite and the specified community, whether the travel is at the end of the work or is travel to finish the next regularly scheduled shift.

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- 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 when taken out of the shift rotation.
 - (b) Rotating shift employees may be scheduled to a non-rotating (**8** or **12** hour) schedule, provided they are given **35** Days notice. If such notice is not given, the employee will be paid at his regular rate, plus additional pay equal to his normal hourly rate, for the first five Days worked, which, under the previous schedule, would have been days off.
 - (c) Rotating shift employees assigned to a non-rotating schedule will be given **14** Days notice to be returned to a rotating shift schedule, unless mutually agreed to between the employee and the Company. If such notice is not given, an employee will be paid at his regular rate, plus additional pay equal to his normal hourly rate, for the first two shifts when back on a rotating schedule.

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- 15.16 Where the Company and the employees' needs are not met by clauses 15.15 (b) and (c), a written mutual agreement may be made, provided the guidelines and length of agreement are documented and a copy forwarded to the senior manager and the Association.
- 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 his regular rate, plus additional pay equal to his normal hourly rate, for the first two affected shifts.
- 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 his regular rate, plus additional pay equal to his normal hourly rate, for the first five Days worked which, under the previous schedule, would have been days off.
- 15.19
- (a) For the purposes of this clause, "master schedule" means the generating station schedule used to develop the individual schedules of employees.
 - (b) The parties acknowledge that each generating station has a master schedule as well as policies that 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.
 - (d) 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 senior 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 the revised schedule with the Association.

- (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 senior 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 any new or revised policy with the Association.

- (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

APPENDIX D

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 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

- (a) 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.

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- (b) 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.

15.23 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 that 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 that begins between 1800 hours and 2000 hours Saturday.

ARTICLE 18.00 HOLIDAYS

18.01 Employees will be eligible to 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.

18.02 If the employee is ineligible and:

- (a) does not work on the day of the holiday, the employee is not entitled to receive pay or receive another day off for the holiday, even if it falls on a scheduled day off
- (b) works on the day of the holiday, the employee is entitled to be paid at his hourly rate of pay for hours worked.

18.03

- (a) Eligible employees will receive a Day off, with pay, for each of the following holidays:

APPENDIX D

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, Alberta Family Day will be removed from the list of holidays in sub-clause (a).

18.04 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.

18.05 Eligible employees scheduled to work on a holiday will be paid:

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

18.06 Does not apply

18.07 When a holiday falls on an eligible 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.

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- (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.

18.08 If a holiday falls on an eligible employee's regularly scheduled Working Day 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.

CLAUSE 19.10 ADDITIONAL VACATION FOR ROTATING SHIFTS

19.10 An employee earns eight hours of additional vacation, with regular pay, for every 15 rotating shifts he works in the previous year – to a maximum of 75 shifts and 40 hours of additional vacation.

- (a) This additional time is administered as vacation under article 19.00.
- (b) An employee forfeits additional vacation earned under clause 19.10 when the Company terminates the employee with just cause or when the employee terminates his employment.

ARTICLE 21.00 SHIFT DIFFERENTIAL AND WEEKEND 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 shift differential for all hours worked in:
 - (i) the last four hours of a day shift and
 - (ii) each hour of a night shift.
- (b) Shift differential is always applied at the same rate.
- (c) The shift differential/weekend premium will be \$2.09.
- (d) Future negotiated wage increases will be applied to the shift differential/weekend premium.

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21.03 Employees who work on a Saturday or Sunday will receive the premium from 21.02 (c) for all hours worked.

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 Working 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 maintenanceshift 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 Day off, the time worked will be paid at overtime rates and not deducted from the time owed.

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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 and 18.00, which are 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 that 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 senior manager and the Association if:
 - (i) it is intended to last for more than six months or

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- (ii) 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 Working 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 senior manager and the Association if:
- (i) it is intended to last for more than six months or
 - (ii) 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 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.

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Exceptions

15.07

- (a) The Company must sometimes perform unit and equipment maintenance to mitigate production losses at its generating facilities. To try to minimize the business impact, the Company may need to change the hours of an employee's Working Day. These hours may be scheduled outside the normal hours of work noted in Table II.
- (b) The Company will give employees 168 hours (one week) notice of a change under this clause. If the Company does not give an employee 168 hours notice of a change to hours of work, that employee shall receive his regular rate of pay plus additional pay (equal to his normal hourly rate) for any hours worked that are outside the employee's normal scheduled hours in the first 48 hours of the 168-hour notice period.

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 Working

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Days and the length of the Working 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 next regularly scheduled shift and the time three hours before the start of his 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 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 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 normal hourly rate for each hour worked during normal scheduled working hours during which the employee was entitled to be at rest.

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- (g) Hours of rest provided under this clause exclude travel time between the jobsite and the specified community, whether the travel is at the end of the work or is travel to finish the next regularly scheduled shift.
- 15.10 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.
- 15.11 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.
- 15.12 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 does not receive the necessary notice, the Company will provide extra payments indicated for the appropriate item.
- 15.13 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 Working Day after the next Day off.

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Situations	Advance notice required and conditions	Amount to be paid if notice is not given
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 eight 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

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15.14 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 Working 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 Working Day.

15.15 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.

ARTICLE 18.00 HOLIDAYS

18.01 Employees will be eligible to 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.

18.02 If the employee is ineligible and:

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- (a) does not work on the day of the holiday, the employee is not entitled to receive pay or receive another day off for the holiday, even if it falls on a scheduled day off
- (b) works on the day of the holiday, the employee is entitled to be paid at his hourly rate of pay for hours worked.

18.03

- (a) Eligible 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, Alberta Family Day will be removed from the list of holidays in sub-clause (a).

18.04 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.

18.05

- (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:
 - (i) the normal day's pay, as provided for in clause 15.01, and
 - (ii) at the overtime rate for the hours actually worked.

18.06 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

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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.

18.07 When a holiday falls on an eligible 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 Working 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 Working 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.

18.08 If a holiday falls on an eligible employee's regularly scheduled Working Day 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.

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