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AGREEMENT

THIS AGREEMENT made as of the first day of January A.D. 2005 and consolidated herein between:

ATCO ELECTRIC LTD. a body corporate with head office at the City of Edmonton, in the Province of Alberta (hereinafter called "the Company").

OF THE FIRST PART,

AND

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

OF THE SECOND PART,

Whereas the Company is a public utility engaged in the business of producing, purchasing, transmitting, distributing, delivering and selling

electricity and of providing services in connection therewith and supplying electricity to communities and inhabitants in the said Province of Alberta.

AND

Whereas by Certificate No. 91-2001 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 Act, the Association has been certified as bargaining agent for a unit of employees of the Company comprising: "all employees except those employed as managers, department heads, in professions and in confidential capacities". The above certification No. 91-2001 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 provide efficient public utility services.

AND

Whereas it is agreed that the service rendered by the Company, its management and employees directly or indirectly to electric 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, 2005 to December 31, 2007 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 on or before September 15, in the final year of the agreement.
- 1.03 If either party wishes to negotiate and enter into another collective agreement to replace this agreement, the parties shall meet and exchange proposals no later than September 15, in the final year of the agreement. The parties will then undertake negotiations for a new agreement.
- 1.04 If the parties have not resolved all issues through negotiations by October 31, in the final year of the agreement, a new collective agreement will be concluded and will become effective November 1, of that year. That agreement will contain the following items:
- (a) the previous collective agreement with amendments to the extent agreed upon in negotiations;
 - (b) lists, prepared by each party, of all unresolved matters, indicating those items which either party wishes to have made retroactive; and
 - (c) an article identical to Article 35.00 of this agreement.
- That agreement will then be settled by the arbitration board selected or appointed under Article 35.00 for resolution of the unresolved issues and requests.
- 1.05 Until the arbitration board makes its award, the terms and conditions of the agreement reached under clause 1.04 (a) and (c) will be in force.

ARTICLE 2.00 DEFINITIONS AND INTERPRETATION

2.01 For the purposes of this agreement,

"Association" means the Canadian Energy Workers Association;

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

"Company" means ATCO Electric Ltd.

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

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

"Home Base" means an employee's permanent work location.

"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's constitute a Job Class; all Clerk II's constitute a separate Job Class.);

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

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

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

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

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

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

- (a) for work which is not of a permanent or continuing nature, or
- (b) on a special, limited-term project,

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

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

- 2.02 Headings used throughout this agreement are inserted for reference purposes only and are not to be relied on in interpreting the agreement.
- 2.03 Where singular or masculine terms are used in this agreement, they shall be interpreted as including the plural or feminine, as the context requires.

ARTICLE 3.00 TEMPORARY AND PERMANENT PART-TIME EMPLOYEES

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

- 3.02 The regularly scheduled hours of Permanent Part-time Employees will not be more than 80 per cent of the normal hours (on an annual basis) for the Job in which they are placed. Any overtime hours worked do not count toward the 80 per cent calculation.
- 3.03 Permanent Part-time employees may be required to work more than their regularly scheduled (pre-set) hours of work. When they do, they will be paid at their regular hourly rate of pay for time worked up to the normal hours for their Job Class.
- 3.04 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.
- 3.05 Permanent Part-time Employees will not be hired to perform Jobs listed in schedules 54, 55, or 58.

ARTICLE 4.00 JOB-SHARING

- 4.01 Two employees may apply to the Company for permission to jointly fill one permanent Job.
- 4.02 The Company is not obliged to agree to such a request.
- 4.03 If the Company agrees to such a request, the two employees, their manager on behalf of the Company and the Chapter or CEWA President 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.
- 4.09 Article 3.00 does not apply to Job-sharing as these Employees are deemed to be working under a special arrangement as noted in this article. Employees in a Job-sharing agreement qualify for premium pay under Article 16.00 for hours worked in excess of their normal hours even if they have not reached the normal daily or weekly hours for their Job class.

ARTICLE 5.00 JOB-SPLITTING

- 5.01 This article applies only when:
 - (a) a vacancy occurs in a permanent clerk cashier, clerk typist A, clerk I, clerk II, receptionist or cashier 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 SECTIONS AND LETTERS OF AGREEMENT

6.01 The tabbed sections of the agreement inclusive of the wage schedules, together with the notes applying to these schedules and any letters of agreement, form part of this agreement.

6.02 Any changes to this agreement as officially agreed to and signed by both parties shall be attached to and form part of this collective agreement.

ARTICLE 7.00 RECOGNITION AND APPLICATION

7.01 The Company recognizes the Association as the exclusive bargaining agent for the members of the bargaining unit and recognizes the right of any bargaining unit member to be represented by an Association officer.

7.02 This agreement applies to all Company employees who are members of the bargaining unit as established by the Alberta Labour Relations Board certification.

7.03 This agreement does not apply to Casual Employees.

ARTICLE 8.00 DISCRIMINATION

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

ARTICLE 9.00 RIGHTS OF MANAGEMENT

9.01 The Company has sole and exclusive control of all matters concerning the operation, management and administration of its business.

9.02 The Company has exclusive rights over all matters not addressed by this agreement and, in general, retains the residual rights of management.

9.03 Only specific provisions of this agreement can serve to abridge any of the Company's rights.

9.04 Without restricting the generality of this article, the Company may hire, classify or promote any employee. The Company may also, for just cause, discipline, demote for disciplinary reasons, suspend or discharge any employee.

9.05 The Company's rights shall be exercised in accordance with its commitments and responsibilities.

ARTICLE 10.00 CONTINUITY OF SERVICE

10.01 The Association will not directly or indirectly sanction, authorize or allow any stoppage of work or any action that restricts or limits service or production.

10.02 The employees will not become involved in any of the actions prohibited under clause 10.01.

10.03 The Company will not cause any lockout of employees.

ARTICLE 11.00 PROBATIONARY PERIOD

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

**ARTICLE 12.00 TEMPORARY ASSIGNMENT TO HIGHER
CLASSIFICATION**

- 12.01 (a) Supervisors may, at their discretion, temporarily assign a Permanent or Probationary Employee to a Job which has a higher maximum rate of pay than the employee's current Job.
- (b) Any such assignment shall be in writing.
- 12.02 (a) When an employee is temporarily assigned to a Job which is covered by this collective agreement, the employee's rate of pay while so assigned shall be calculated, from the first Day, as follows:
- (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 which relates to the employee's hourly rate of pay.
- 12.03 (a) An employee who is temporarily assigned to a Job which is outside the scope of this collective agreement, will be paid, from the first Day, at a rate of five percent higher than the employee's normal pay.

- (b) Prior to the temporary assignment taking effect, the employee and supervisor will sign a written agreement setting out any additional increment (not to exceed five percent) that may be payable during the temporary assignment and the time and conditions under which such payment shall be made.
- (c) While acting in a Job to which this clause applies, the salary of the employee's normal Job will be used as the basis for overtime and any other payment which relates to the employee's hourly rate of pay.

12.04 An employee on temporary assignment will be paid at the job rate of the higher classification for any annual vacation and the first 14 Days of sick leave if:

- (a) the employee has been in the temporary assignment for at least 30 Days before the vacation or sick leave, and
- (b) the employee continues the temporary assignment following the employee's return from annual vacation or sick leave.

12.05 An employee who remains in a temporary assignment for more than one year will receive the increments which would be awarded to an employee in the Job to which the temporary assignment has been made, so long as the employee remains in that Job. This is not to be deemed as a change in the employee's permanent Job Class.

12.06 Employees who are serving in temporary assignments are entitled to receive the increments they would have received in their regular Jobs.

12.07 For salary administration purposes, an employee who remains in a temporary assignment to a higher classification for more than eighteen months as of July 1st, 2005 will have their temporary assigned pay added to their base salary on the payroll system. The new temporary salary will be effective

immediately following the eighteen months. This is not deemed to be a permanent change in the employee's salary.

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 49A, 49B and 50 of this agreement. The Company agrees to notify the Association if an Evaluation Plan is adopted for any other schedule.

New Classifications

13.03 (a) The Company may establish and implement a new Job or Job Class and set the wage rate for it. The Company will notify the Association of the new Job or Job Class and wage rate within 14 Days of establishing it.

- (b) The parties agree to discuss, as necessary, whether or not positions should fall within the scope of this collective agreement. In these discussions, the parties will be guided by any criteria which have been agreed upon between them.

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

Assessments

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

- (a) an employee may request that his or her Job be assessed by sending a written request and a position fact sheet to the manager of 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 the manager of 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 the Company's manager, human resources within 14 Days of receiving notice of the Company's decision.
- 13.10 The appeal will be dealt with by a resolution committee.
- 13.11 The Association will, in its notice of appeal, name a representative to the resolution committee.
- 13.12 Within 14 Days of receiving the Association's notice, the Company will notify the Association of the Company's representative to the resolution committee.
- 13.13 The representatives so appointed shall, within 10 Days, agree upon a chair, who shall be qualified in wage determination and administration. The committee shall notify the parties of the name of the chair.
- 13.14 Each member of the resolution committee shall have one vote.
- 13.15 Within 30 Days of the appointment of the chair, the resolution committee shall consider all relevant matters and issue a written report deciding the issues before it.
- 13.16 The decision of a majority of the committee is the decision of the committee. It is final and binding upon the parties.
- 13.17 Each party will bear the expenses of its respective representative on the resolution committee. The expenses of the chair shall be shared equally by the parties.

Retroactivity

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

Changes in Job Class

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

Job Descriptions

- 13.20 A Job description will be established for each Job. A copy of the Job description will be given to the Association and the employee.
- 13.21 When a Job description is changed, the Company will, within 14 Days of the change, give a copy of the revised Job description to the Association and the affected employee.
- 13.22 During the annual performance review, the Job description will be reviewed by the supervisor and employee meeting together. If there have been significant changes to the Job, the supervisor will notify the Company's manager, human resources within 90 Days. The manager, 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.

JOB PROGRESSION

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

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

PROGRESSION FROM	PROGRESSION TO
450100 Real Time Systems Analyst I	450300 Real Time Systems Analyst II
460100 System Control Centre Assistant Operator	460500 System Control Centre Operator
490000 Clerk I	490100 Clerk II
490001 Clerk Typist A	490202 Clerk Typist B
490010 Clerk I	490110 Clerk II
490011 Clerk Typist A	490212 Clerk Typist B
500000 Clerk I	500100 Clerk II
500001 Clerk Typist A	500202 Clerk Typist B
510000 Draftsman - Trainee	510100 Draftsman I
510100 Draftsman I	510500 Draftsman II
511100 Engineering Assistant I	511300 Engineering Assistant II
530100 Customer Service Representative I	530300 Customer Services Representative II
531100 District Service Representative I	531200 District Service Representative II
570100 Warehouseman	570300 Senior Warehouseman
573000 Equipment Operator - Entry	573100 Equipment Operator
580100 Staker Assistant	580300 Staker
581101 Meter Technologist Entry	581301 Meter Technologist Qualified
581102 Communication Technologist Entry	581302 Communication Technologist Qualified
585100 Electrical Technologist Entry	585300 Electrical Technologist Qualified
585101 Technical Resources Technologist Entry	585301 Technical Resources Technologist Qualified
585102 Mechanical Technologist Entry	585302 Mechanical Technologist Qualified

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 under the Letter of Understanding – Job Posting in this agreement.
- 14.02 The Company will issue a Job Posting whenever there is a vacancy in a permanent Job or a new permanent Job is created which is within the scope of this agreement, subject only to clauses 14.03, 14.04, 14.05 and 14.08.
- 14.03 Progression as set out in Job Progression 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 Job Class with a higher maximum wage rate, 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 un-posted Job, then the Company may appoint his successor without a Job Posting. If a further vacancy occurs as a result of this second appointment, then it will be posted.
- (b) The Company will issue a bulletin board notice 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 an acknowledgement to an application.
- 14.10 In selecting a person to fill a vacancy, the Company will give first consideration to applicants from within the bargaining unit. In making its decision, the Company will consider the following criteria (not listed in order of priority): related ability, education and Job-related experience, and performance.
- 14.11 If two or more candidates equally meet the criteria
- (a) a Permanent Employee from within the bargaining unit will be selected over a Temporary Employee; and
 - (b) in deciding among Permanent Employees, the candidate with the greatest length of service with the Company will be selected.
- 14.12 The Company may fill or decline to fill any Job which has been posted. If it decides to fill the Job, it will attempt to make its selection within 30 Days of the close of the posting.
- 14.13 When the Company fills a posted Job, it will, within two Days of the selection (excluding Saturday, Sunday and holidays), send a notice to all applicants by Company mail.
- 14.14
- (a) An employee who applied for, but was not selected for, a posted Job may ask for reasons for not being selected.
 - (b) The request will be in writing and will be sent to the person named as the information contact in the posting within five Working Days of the employee receiving notice of the selection decision. The employee will send a copy of the request to the manager, human resources and to the Association.
 - (c) Within five Working Days of receiving the request, the person to whom it was sent will give written reasons for the selection decision.

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

ENTRY LEVEL JOBS

460100	System Control Centre Assistant Operator
490000	Clerk I
490002	Receptionist
490100	Clerk II
490201	Clerk Cashier
490001	Clerk Typist A
490102	Cashier
490203	Administrative Assistant III
490010	Clerk I
490012	Receptionist
490110	Clerk II
490211	Clerk Cashier
490011	Clerk Typist A
490112	Cashier
490213	Administrative Assistant III
500000	Clerk I
500002	Receptionist
500100	Clerk II
500201	Clerk Cashier
500001	Clerk Typist A
500102	Cashier
500210	Administrative Assistant III
510000	Draftsman - Trainee
510100	Draftsman I
511100	Engineering Assistant I
531100	District Service Representative I
531300	Service Point Representative
542001 – 542008 2	Motor or Heavy Duty Mechanic Apprentice 1-1 to 4-2
542101 – 542108	Power Systems Electrician Apprentice 1-1 to 4-2
543001 – 543008	Power Lineman Apprentice 1-1 to 4-2
570000	Labourer/Groundman
570100	Warehouseman
572100	Meter Reader
573000	Equipment Operator – Entry
580100	Staker Assistant
581101	Meter Technologist Entry
581102	Communication Technologist Entry
585100	Electrical Technologist Entry
585101	Technical Resources Technologist Entry
585102	Mechanical Technologist Entry

ARTICLE 15.00 HOURS OF WORK - Refer to the appropriate sections (i.e. Office Employees, Technical & Trades, System Control Centre Rotating Shift and Jasper Generating Station Rotating 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 which exceeds their normal hours of work.

(b) Employees who volunteer to participate in an activity outside their normal hours of work shall not receive any compensation for any time which exceeds their normal hours of work.

(c) The parties accept there may be situations in which work or activities may have mutual benefits to the Company and employees. This may include such things as developmental training, attendance at events in which the Company is participating and work that promotes the image of the Company. In such cases, the Company may invite employees to undertake such work or activities. An employee may accept or decline such an invitation. Where employees accept such an invitation, the Company will pay employees at their normal rate of pay for any time which exceeds their normal hours of work. This paragraph does not apply to situations in which the Company requires the work to be done and should, therefore, pay the overtime rate as set out in paragraph (a).

16.03 Whenever possible employees will be scheduled to travel during their normal working hours when required to travel for training, interviews or for functions referred to in clauses 16.02(a) or 16.02(c). When this is not possible, employees

will be paid for travel time that exceeds their normal working hours as follows:

- (a) at their straight time rate for Nisku training (field or Nisku delivered), interviews and mutual benefit and optional/developmental activities under 16.02(c)
- (b) their overtime rate for all other situations where attendance is mandatory.

ARTICLE 17.00 CONVERTING MONTHLY SALARY TO HOURLY RATE

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

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

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

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

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

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

ARTICLE 18.00 HOLIDAYS - Refer to the appropriate sections (i.e. Office Employees, Technical & Trades, System Control Centre Rotating Shift and Jasper Generating Station Rotating Shift.)

ARTICLE 19.00 ANNUAL VACATION- Refer to the appropriate sections (i.e. Office Employees, Technical & Trades, System Control Centre Rotating Shift and Jasper Generating Station Rotating Shift.)

PRO-RATED VACATION ENTITLEMENT CALCULATION

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

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

Assumptions

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

Pro-Rate Vacation Calculation

Work Days in a Year - # of Regularly Scheduled Work Days

Missed in the Year

90% of the Work Days in a Year

261 Work Days - 70 Days

235 Work Days

= 0.813

Vacation Entitlement

Multiply 0.813 by the Normal Vacation Entitlement of 20 Days.

0.813 x 20 days = 16.25 days. (Always round up). Therefore the employee is entitled to 17 Days of vacation.

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.

20.02 (a) An employee who is called out within two hours of the start of the employee's regularly scheduled work Day or regularly scheduled shift will be paid for the time actually worked before the start of that shift.

- (b) An employee who is called out within one hour after the regularly scheduled work Day or regularly scheduled shift will be paid for the time actually worked, or for one hour, whichever is greater.
- (c) An employee who is called out at any other time will be paid for the time actually worked, or for two hours, whichever is greater.

20.03 Employees called out are deemed to be on duty for the minimum period set out in clause 20.02 or until the work for which they have been called out is completed. Further calls received during this period will be considered a continuation of the initial call and not subject to callout pay.

ARTICLE 21.00 SHIFT DIFFERENTIAL - (Refer to System Control Centre Rotating Shift and Jasper Generating Station Rotating Shift.)

ARTICLE 22.00 STANDBY

- 22.01 (a) An employee who is requested to standby shall be paid as follows:
- (i) where the standby period begins on a regularly scheduled Working Day or regularly scheduled shift, an amount equal to one hour of the employee's regular pay for each Day of that standby period:
 - (ii) where the standby period begins on a regularly scheduled Day of rest or recognized holiday an amount equal to two hours of the employee's regular pay for each Day of that standby period:
- (b) The standby pay provided for under Clause 22.01 (a) will not be less than:
- (i) \$24.91 during the calendar year 2005

\$25.66 during the calendar year 2006
\$26.49 during the calendar year 2007

when standby begins on a regularly scheduled Working Day;

(ii) \$65.05 during the calendar year 2005
\$67.00 during the calendar year 2006
\$69.18 during the calendar year 2007

when standby begins 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.

22.02 The amount set out in this article is in addition to the applicable pay for any work performed, subject to Article 20.00 (callout).

22.03 The Company will designate which employees are on standby. Where practical, a standby schedule will be posted in advance.

22.04 An employee on standby will be available to be called out during the standby period.

22.05 An employee on standby may leave his or her home for personal reasons, provided he or she makes arrangements to be reached and to be available for duty.

22.06 For the purposes of this article:

(a) the standby period on a regularly scheduled work Day or regularly scheduled shift begins at the conclusion of the employee's regularly scheduled shift and continues until 8 a.m. of the following Day;

- (b) the standby period on a regularly scheduled Day of rest or recognized holiday begins at 8 a.m. and continues until 8 a.m. of the following Day; and
- (c) a mutual agreement between employees to exchange standby duty does not constitute a scheduling of standby by the Company.

22.07 Future negotiated wage increases will be applied to the rates set out in clause 22.01 (b).

ARTICLE 23.00 HEIGHT PAY – Refer to the Technical & Trades Section

ARTICLE 24.00 BOARD AND LODGING

24.01 The Company will provide accommodation for employees working away from their Home Base or, alternatively, will pay for the costs of accommodation on production of receipts. Wherever possible and practical, it is understood that this will be single accommodation.

24.02 (a) When an employee is working away from his or her Home Base, 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 either:

(i) the actual cost of the meals, evidenced by a receipt, or

(ii) the following allowances for each meal:

	2005/2006	2007
Breakfast	\$ 8.50	\$ 9.00
Lunch	\$10.50	\$11.00

Dinner \$18.50 \$20.00

(c) A choice in 24.02(b) above will apply for the duration of the work assignment or on a week to week basis. Exceptions may be considered by the supervisor.

24.03 When an employee is working away from his or her Home Base, but returns to the Home Base the same Day, the employee will be reimbursed \$5.00 for lunch only.

24.04 An employee who is required by the Company to be away from his or her Home Base overnight will be paid \$5.50 per night for incidental expenses.

24.05 This article does not apply to locally hired help who are employed for a specific Job in an area and who will be laid off prior to the crew moving to another location.

24.06 (a) When an employee is required to work more than two hours beyond the scheduled quitting time, the Company will provide the employee with a reasonable meal in the third hour and every four hours thereafter, as long as work continues after the meal break.

(b) When an employee is called out under Article 20.00, the Company shall provide the employee with a reasonable meal in the fifth hour and every four hours thereafter, as long as work continues after the meal break.

(c) When an employee is called out under Article 20.00 to work more than two hours prior to the beginning of the normally scheduled work Day or shift, the Company shall provide the employee with a meal.

(d) If the employee takes a meal break on site, the break does not exceed 30 minutes, and the employee continues working after the meal break, the employee will be paid at the overtime rate for the meal break.

- (e) In lieu of providing the meals set out in this article, the Company may, at its option, pay an employee the amount noted for Lunch in 24.02 (b) (ii) 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.

24.07 Where an employee requests a temporary change in work location for family or compassionate reasons the Supervisor, in consultation with the Employee, will determine if they qualify for any board and lodging in clauses 24.01 to 24.04.

ARTICLE 25.00 BEREAVEMENT LEAVE

25.01 An employee, in the event of a death in the immediate family, is entitled to bereavement leave. "Immediate family" includes parent, sibling, spouse (including common-law), child, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent (including spouses), grandchild, step-relatives at the same levels and any dependent relative living in the employee's household.

25.02 An employee entitled to bereavement leave will be given time off with pay for a maximum of three Working Days and time off without pay for a maximum of two additional Working Days for extended travel. The employee has the sole right to decide whether to use all or some of the bereavement leave and travel time entitlement.

ARTICLE 26.00 TERMINATION OF SERVICE

26.01 A Permanent employee shall give the Company notice of intention to terminate employment as follows: a one-week notice if the employee has less than two years service; a two-week notice if more than two years service.

26.02 The Company shall give a Permanent employee notice of its intention to terminate employment consistent with the Alberta Employment Standards Code but not less than four weeks.

26.03 The Company shall give all non-permanent employees notice of its intention to terminate employment as required by the Alberta Employment Standards Code.

26.04 Subject to an employee's right to submit a grievance, an employee may be discharged for just cause without notice or pay in lieu thereof.

ARTICLE 27.00 MATERNITY AND PARENTAL LEAVE

27.01 An employee who has been employed by the company for a period of 52 consecutive weeks is entitled to maternity and parental leave in accordance with the provisions of the Alberta Employment Standards Code.

Highlights of the maternity and parental leave provisions in the provincial code include:

Length of Time

- A birth mother will be able to take up to a maximum 52 weeks of job-protected leave from employment made up of 15 weeks maternity leave and 37 weeks of parental leave. The leave will be unpaid, except for any period during which the employee qualifies for sickness or disability payments. The parental leave must commence immediately following the last day of maternity leave.
- Fathers and/or adoptive parents are eligible for 37 weeks of unpaid, job-protected parental leave. Adoptive parents can take parental leave when they adopt a child under the age of 18.
- Parental leave can begin anytime after the birth or adoption of the child but it must be completed within 52 weeks of the date the baby is born or an adopted child is placed with the parent.
- If employees are parents of the same child (regardless of who they are employed by), the leave may be taken wholly by one of the employees, or be shared by the employees.

Notice Requirements

- Employees must give their employers at least six weeks written notice to start maternity or parental leave.
- Employees must provide at least four weeks written notice to return to work or change the date they will be returning to work.

27.02 If during the 12 weeks immediately before the estimated date of delivery the pregnancy of an employee interferes with the performance of her duties, the Company may give the employee written notice requiring her to start maternity leave. This clause may not be used if the employee is absent from work for medical reasons certified by a physician.

27.03 An employee who chooses not to take parental leave is entitled to a Day off with pay when their child is born or adopted, providing they were scheduled to work that Day.

ARTICLE 28.00 GRIEVANCE PROCEDURE

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

Facilitation

- 28.02 (a) The parties believe that any grievance or prospective grievance should be resolved as early as possible and, wherever possible, should be resolved by the employee and the supervisor involved.
- (b) To help try to resolve a disagreement, the parties may, by mutual agreement, agree to ask for the help of a facilitator at any stage of this grievance process. The facilitator and the process to be used (e.g., the problem-solving process) must be agreed to by both parties.

- (c) The parties agree not to enforce the time limits under this article while the facilitator is working with the parties. When the attempts are completed, or mutual agreement to continue with the process is withdrawn, the applicable time limits will begin running again.

Discussions

28.03 Before submitting a grievance, the employee involved in the disagreement is encouraged to settle the difference in discussion with:

- (a) the selecting supervisor, if the disagreement relates to a Job Posting, or
- (b) the most immediate supervisor who is not a member of the bargaining unit, in any other case.

28.04 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 written reasons for his not being selected, as described in Clause 14.14.
- (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.

If the employee chooses not to meet with the supervisor, this will not prevent any employee from submitting a grievance.

28.05 If the matter is not resolved, the disagreement may proceed to:

- (a) Step 1, in the case of a disagreement that does not involve the discharge of an employee; or
- (b) Step 2, in the case of a disagreement that involves the discharge of an employee.

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

Representation

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

Calculation of Time

28.08 Whenever a time limit is imposed in this article, the following rules apply:

- (a) Saturdays, Sundays and holidays will not be included in calculating time.
- (b) If either party fails to process the grievance within the time limits established, that party will be deemed to have conceded the grievance in favour of the other party.

Step 1

28.09 The employee will put the grievance in writing.

28.10 The grievance will include:

- (a) the nature of the grievance;
- (b) the date of occurrence;
- (c) the circumstances out of which the grievance arose;
- (d) the requested remedy;
- (e) the clauses in issue; and
- (f) the signature of the employee(s) submitting the grievance.

28.11 (a) Where the grievance results from a Job Posting, the grievance will be sent to the selecting supervisor and the supervisor's manager.

(b) In any other case, the grievance will be given to the employee's supervisor's manager, with a copy, for information purposes, to the employee's supervisor.

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

28.13 Within six Days of receiving the grievance, the manager will either uphold or deny the grievance. The manager's decision shall be in writing and given by telephone or in person to all affected employees and the Association. In the case of a job posting grievance being upheld, the employee who was initially the successful candidate shall be the first person advised of the grievance outcome.

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

Step 2

28.15 Either the Company or the Association may request the formation of a Grievance Committee by written notice to the other party within five Days of the Step 1 decision.

28.16 In the case of a grievance resulting from the dismissal of an employee, receipt of the grievance shall constitute a request for formation of a Grievance Committee. In such a case, the grievance shall be in writing and include:

- (a) the nature of the grievance;
- (b) the date of occurrence;
- (c) the circumstances out of which the grievance arose;
- (d) the requested remedy;
- (e) the clause or clauses of this agreement which, it is claimed, have been violated or infringed upon; and

- (f) the signature of the employee(s) submitting the grievance.
- 28.17 (a) The Company and the Association will each name three members to the Grievance Committee. The party requesting the Grievance Committee will include the names of its nominees in its notice under clause 28.15. The other party will respond with the names of its nominees in writing within five Days of receiving the notice.
- (b) The Company and the Association will exchange all information relating to the grievance within five days of receiving notice of the formation of the Grievance Committee.
- 28.18 The employee initiating the grievance, the employee's supervisor and the supervisor's manager are not eligible to sit on the Grievance Committee. In the case of a grievance resulting from a Job Posting, the selecting supervisor and the supervisor's manager are also ineligible to sit as members of the Grievance Committee.
- 28.19 The Grievance Committee shall appoint one of its members to be its chair and the person so appointed will retain the right to vote.
- 28.20 The written grievance will be presented to the Grievance Committee within five Days of the Grievance Committee being appointed. In the case of a grievance resulting from an employee's dismissal, the grievance will be presented within 10 Days of the grievance being filed.
- 28.21 Within 10 Days of hearing the grievance, the Grievance Committee will issue a written report,
- (a) upholding the grievance,
 - (b) denying it, or

(c) reporting that it is unable to reach a majority decision.

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

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

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

Step 3

28.24 The Association or the Company shall submit the grievance to the Company's President.

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

28.26 Within six Days of receiving the grievance, the President or designate will uphold or deny the grievance and notify the Association, in writing, of the decision.

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

Grievance Arbitration

28.28 The Association or the Company shall notify the other party of its desire to proceed to arbitration within six Days of the Step 3 decision. In the notice, the party requesting arbitration shall include the name of its nominee to the arbitration board.

28.29 Within seven Days of receiving this notice, the party receiving the notice shall name its nominee to the arbitration board and notify the other party.

28.30 Within seven Days of the appointment of the second nominee, the two nominees will select a chairman of the arbitration board. If such agreement cannot be reached in that time, the

nominees will request the Minister of Labour for Alberta to appoint a chairman.

- 28.31 (a) Notwithstanding clauses 28.28 to 28.30, the parties may agree to refer a particular grievance to a single-person arbitration board.
- (b) In this case, the parties shall agree on an arbitrator within seven Days of the notice required in clause 28.28. If no agreement has been reached by that time, the parties will request the Minister of Labour for Alberta to appoint an arbitrator.
- (c) A single arbitrator appointed under this clause constitutes the "board" for the purposes of clauses 28.32 to 28.37.
- 28.32 The arbitration board will meet within 21 Days of the chairman's appointment and hear such evidence as the parties may wish to present to assure a full and fair hearing.
- 28.33 The board will make every reasonable effort to render its decision, in writing, within 30 calendar Days of its hearing.
- 28.34 The decision of a majority of the board is the decision of the board. It is final and binding on the parties.
- 28.35 The board's decision shall not alter, amend, add to or change the terms of this agreement. It has no jurisdiction to determine any matter other than the grievance before it.
- 28.36 The board's jurisdiction is limited to the remedy requested by the grieving party.
- 28.37 If an arbitration board determines that an employee has been discharged or otherwise disciplined for cause, the board may substitute some other penalty for the discharge or discipline that to the board seems just and reasonable in all the circumstances.
- 28.38 The parties will pay the expenses of their respective nominee. The expenses of the chairman shall be shared equally by the

parties. Where an arbitration is conducted by a single arbitrator under clause 28.31, the expenses of the arbitrator shall be shared equally by the parties.

ARTICLE 29.00 POLICY GRIEVANCES

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

ARTICLE 30.00 ASSOCIATION DUES

- 30.01 All members of the bargaining unit shall, as a condition of employment, pay to the Association the dues established by the Association's constitution and bylaws.
- 30.02 The Company shall deduct the dues from the employee's pay on a semimonthly basis and send the money so deducted to the Association within 15 Days.
- 30.03 The Company shall provide the Association a semimonthly computer printing showing the name, classification and

amount of dues deducted for every member of the bargaining unit.

30.04 Nothing in this article obliges an employee to become a member of the Association.

ARTICLE 31.00 NOTICES

31.01 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 the manager, human resources or delivered to the manager's office. Each party will notify the other of the address to which notices are to be sent and may, from time to time, change that address by notice to the other party.

31.02 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.

31.03 In the event of anticipated or existing postal disruption, all notices shall be delivered by hand and not mailed.

ARTICLE 32.00 EMPLOYEE RELATIONS COUNCIL

32.01 The parties agree to establish a standing Employee Relations Council.

32.02 The Council will consider matters relating to technological change, employee relations and contract issues and make recommendations to the parties as appropriate.

32.03 The Council will consist of an equal number of representatives from the Company and the Association.

32.04 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.

32.05 The Company and the Association will each nominate one of their representatives to be a co-chair of the Council.

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

ARTICLE 33.00 LAYOFFS

33.01 (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 President, the Manager, Human Resources and the Vice President of the department in which the layoff is to occur.

33.02 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.

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

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

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

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

- (d) The former employee must acknowledge receipt of the Company's letter within 14 Days of the date of mailing.
- (e) The former employee must be prepared to report to work with the Company within 30 Days of the date on which the Company mailed the letter.

ARTICLE 34.00 REDUCTION OF STAFF

34.01 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 which is, or might become, available; and
 - (ii) provide an employee with an opportunity to relocate and be placed in a Job which is available and for which the employee has, or can reasonably acquire, the skills required for the Job.
- 34.02 (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 35.00 CONTRACT ARBITRATION

- 35.01 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.
- 35.02 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, in the final year of the agreement.
- 35.03 Within seven (7) Days of their nomination, the two members nominated by the parties will select a third person to be chair of the arbitration board. If the nominees do not agree on a chair, the Minister of Labour for Alberta will appoint a chair at the request of either nominee.

35.04 The arbitration board will meet and hear such evidence as the parties may wish to present to assure a full and fair hearing.

35.05 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.

35.06 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.

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

ARTICLE 36.00 SELF-FINANCED LEAVE

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

(b) Employees may, at any time, withdraw all or a portion of the funds in a self-financed leave account.

(c) At the end of each year, each employee will be paid any amount that remains accumulated in the employee's self-financed leave account.

(d) The existence of a self-financed leave account, or the amount of money in the fund, provides no guarantee that a supervisor will grant time off without pay.

ARTICLE 37.00 DISCIPLINE

- 37.01 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.

- 37.02 The investigation will gather and document relevant facts about the incident, and will provide an opportunity for the employee involved to explain his or her actions.

- 37.03 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.

- 37.04 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.

- 37.05 An employee may be accompanied and/or represented by an Association representative at any stage of this process.

- 37.06 Discipline imposed under this article may be the subject of a grievance under the grievance procedure established in this agreement.

- 37.07 Employees covered by this collective agreement will not administer disciplinary action against another employee covered by this same agreement.

ARTICLE 38.00 TICKET BONUS

- 38 .01 (a) Those employees who, on December 31, 1998, were being paid a ticket bonus under provisions of the 1997-1998 collective agreement will continue to be paid the ticket bonus.

- (b) An employee's entitlement to a ticket bonus under paragraph (a) ends when the employee:
 - 1) leaves the employ of the Company;
 - 2) moves from the Job the employee was in on December 31, 1998 to a Job where a ticket bonus was not payable as of that date;
 - 3) ceases to hold a valid ticket; or
- (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 39.00 WAIVER OF SPECIFIC CLAUSES

- 39.01 The Company, or the Association, may, from time to time, ask each other to waive one or more provisions of the collective agreement in a particular set of circumstances for the purpose of managing the Company's business or the employees' interests. Either party may, upon due consideration, waive such provision or provisions for the benefit of the employees or the Company.
- 39.02 Upon receiving such a request, the Association or Company shall review it, along with any documentation provided by the Company or Association, and shall provide the Company or Association with a response as soon as practical under the circumstances.
- 39.03 Any waiver by the Association or Company 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 desired on a subsequent occasion, the procedure outlined in clauses 39.01 and 39.02 shall apply.

ARTICLE 40.00 CONTRACTING OUT

40.01 The Company will use reasonable efforts to use members of the Association for work required by the Company, rather than contracting such work out.

40.02 The parties agree to meet quarterly to review the use of contractors, discuss upcoming work and explore ways to use Association members to perform work required by the Company.

40.03 Work that may be contracted out includes those circumstances where the work to be performed is:

- to cover peak work loads when sufficient internal resources are not available, or
- to replace internal resources when they are completing special assignments, or
- of a short term nature, or;

where the skills required are:

- considered to be special and not available internally or
- not available for individual hire in the employment market, or
- not required on a permanent basis.

40.04 The Company will notify the Association of any work contracted out by the Company.

ARTICLE 41.00 EXTENSIVE OVERNIGHT ABSENCES

41.01 Employees who are required to spend extensive overnight absences from Home Base will qualify for additional days of vacation as noted in this article.

41.02 The additional vacation will be based on overnight absences that occur in a calendar year as follows:

- a) 40 overnight absences 1 day
- b) 50 overnight absences 1 additional day (total of 2)
- c) 60 overnight absences 1 additional day (total of 3)
- d) 70 or more overnight absences 1 additional day (total of 4)

41.03 Overnight absences that are related to training or meetings do not count towards the totals in 41.02.

41.04 Additional vacation earned under this article will be added to vacation for the following calendar year.

ARTICLE 42.00 PERSONAL DAYS

42.01 Permanent and Permanent Part-time Employees are eligible for two Working Days of personal leave (Personal Days) with pay in each calendar year. This leave will be granted at the employee's request in all but exceptional or emergency work situations.

42.02 Where possible employees will provide at least 48 hours notice prior to taking their leave. It is understood that there will be situations where 48 hours notice cannot be given due to personal emergencies or short notice situations. Notice given of less than 48 hours will not be sufficient grounds to deny the leave.

42.03 Any unused time in Personal Days that remain at the end of a calendar year expire and do not carry over into the next 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.

ATCO ELECTRIC LTD.

CANADIAN ENERGY
WORKERS ASSOCIATION

PRESIDENT

PRESIDENT CEWA

VICE PRESIDENT DISTRIBUTION

PRESIDENT CHAPTER 101

OFFICE EMPLOYEES

Application

This section applies to office employees in Schedules 42, 49A, 49B, 50, 51A, 51B, and 53.

ARTICLE 15.00 HOURS OF WORK

15.01 Subject to the specific exceptions set out in this article; the normal hours of work for office employees shall be as set out in the following table:

Normal Hours of Work Office Employees

	Schedules 42, 49A, 50 & 51A	Schedules 49B, 51B & 53
Normal Work Day (paid)	7.5 hours	8 hours
Jointly Agreed Work Day	7.5 hours to 10 hours	8 hours to 10 hours
Work Day to be scheduled between the hours of	0700-1900	0700-1900
Lunch period (unpaid) (maximum)	½ hour to 1 hour	½ hour to 1 hour
Normal Work Week	37.5 hours over a series of consecutive days Monday-Saturday inclusive	40 hours over a series of consecutive days Monday-Saturday Inclusive

Jointly Agreed Work Week	75 hours over 2 weeks excluding Sunday	80 hours over two weeks excluding Sunday
---------------------------------	--	--

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) By joint agreement between an employee and the employee's supervisor, the hours during which an employee's Working Day or work week may be scheduled may be changed. In these cases, there will be no payment for overtime or for the agreed-upon hours of work.

(b) By joint agreement between an employee and the employee's supervisor or designate the employee's work day may be scheduled to include a lunch break of between one-half to one hour provided no additional costs are incurred, and there is no disruption to operational efficiency or service to customers. This agreement will also include the Company's right to terminate the arrangement if it proves unsatisfactory.

(c) A joint agreement will be put in writing and sent to the manager, human resources 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 joint agreement with his or her supervisor, an employee may take time off without pay.

(b) Employees are encouraged, but not required, to provide as much advance notice as possible of a request for time off without pay, recognizing that the

greater the notice, the more likely a supervisor can accommodate the employee's request.

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

Exceptions

- 15.05 (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 callout, works at any time between midnight and the time three hours before the start of his or her next regularly scheduled work Day or regularly scheduled shift is entitled to have eight consecutive hours of rest beginning at the end of the work for which the employee was called out.
- (d) If an employee's eight hours of rest under paragraph (b) or (c) extends into the last two hours of his or her next regularly scheduled work Day or regularly scheduled shift, the employee shall not be required to work those hours.
- (e) When an employee is at rest because of this clause, the employee will not suffer any loss of wages.

- (f) When an employee is at rest because of this clause, the Company may request the employee to return to work. If it does make such a request, and the employee agrees to return, the employee will be paid, in addition to normal wages, an amount equal to his or her normal hourly rate for each hour worked during normal scheduled working hours during which the employee was entitled to be at rest.

ARTICLE 18.00 HOLIDAYS

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

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

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

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

18.03 Employees will be paid for a holiday only if:

- (a) they have completed 30 Working Days in the 12 months immediately preceding the holiday, and
- (b) they work their regularly scheduled work Day immediately before and immediately after the holiday,

unless absent due to sickness or accident, or by authority of the Company.

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

- (a) at the overtime rate for the hours actually worked, and
- (b) the normal Day's pay as provided for their scheduled hours of work.

18.05 The following rules apply when a holiday falls on a Saturday or Sunday.

- (a) Easter Sunday shall be observed on the following Monday. Alternatively, in any locality, the Company may designate some employees to observe the holiday on the previous Thursday and others on the following Monday.
- (b) For any other holiday, the Company may direct that the holiday be observed on the previous Friday or the following Monday.
- (c) Boxing Day will be observed on the first weekday following the Day on which Christmas is observed.
- (d) The Company will post, at least one month prior to a holiday, a notice as to when a holiday is to be observed.

ARTICLE 19.00 ANNUAL VACATION

19.01 For the purposes of this article, one week is equal to five regularly scheduled Working Days.

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

After one year of Continuous Employment Three Weeks

After eight years of Continuous Employment Four Weeks

After 16 years of Continuous Employment Five Weeks

After 25 years of Continuous Employment Six Weeks

- 19.03 (a) Advance draws on vacation entitlements are available to Permanent or Probationary Employees who have completed more than six months, but less than one year, of Continuous Employment.
- (b) Employees covered by this clause may take up to one week of vacation with pay during their second six months of employment.
- (c) Employees covered by this clause may also take up to one week's leave of absence without pay during their second six months of employment.
- (d) The vacation and leave allowed by this clause are subject to agreement between employees and their immediate supervisors.
- 19.04 Part-time and Temporary Employees will be paid vacation pay in the amount of 6% of their regular pay.
- 19.05 Permanent Part-time Employees will be entitled to annual vacation with regular pay on a prorated basis and will be paid vacation pay for hours worked in excess of their normal hours. Vacation pay will not apply on overtime hours where premium overtime rates apply.
- 19.06 The following rules apply to the scheduling of vacation time:
- (a) Vacations may be taken at any time during the calendar year by mutual agreement between the employee and the supervisor or designate, provided, however, that the scheduling is arranged to suit the work schedules of the Company.
- (b) Employees may take up to five Days of their vacation one Day at a time with their supervisor or designate's approval. Where two or more Days are approved in the

vacation planning schedule they will not be considered as part of the five Days.

- (c) In the year in which an employee qualifies for an increased vacation entitlement, the additional Days may be taken only after the employee's anniversary date for vacation entitlement. "Anniversary date" is the anniversary of the date an employee is appointed as a Probationary Employee or a Permanent Employee, whichever is earlier.
- (d) If a holiday falls within an employee's vacation, the vacation shall be extended by one Day.

19.07 For the purposes of this article, and subject to clause 19.08, an employee remains continuously employed when on sick leave.

19.08 (a) Employees are entitled to full vacation entitlement only if they have worked 90 per cent of their regularly scheduled work Days in the year which ended on their most recent anniversary date.

(b) For the purpose of this clause, statutory holidays and annual vacation count as Days worked.

(c) Employees who have worked less than 90 per cent of their regularly scheduled work Days in the year which ended on their most recent anniversary date shall be entitled to a vacation on a prorated basis bearing the same relationship to their regular vacation entitlement as the number of Days worked bears to 90 per cent of their regularly scheduled work Days. An example of the calculation of prorated vacation entitlement can be found under the General Application section of this agreement.

19.09 Employees may apply in writing for permission to carry over any part of their vacation entitlement to the next year. Such application will be granted only if mutually acceptable to the employee and supervisor.

AE - SCHEDULE 42
Minimum Monthly (Hourly) Wage Ranges

Job Class Number	Job Title	Wage Range Effective Jan. 1, 2005 (3.5%)	Increment	Wage Range Effective Jan. 1, 2006 (3.0%)	Increment	Wage Range Effective Jan. 1, 2007 (3.25%)	Increment
420100	Purchasing Assistant	\$3551-\$4287 (\$21.79-\$26.30)	\$184 (\$1.13)	\$3657-\$4417 (\$22.44-\$27.10)	\$190 (\$1.17)	\$3777-\$4561 (\$23.17-\$27.98)	\$196 (\$1.20)
420300	Purchasing Coordinator	4370-5480 (26.81-33.62)	222 (1.36)	4500-5645 (27.61-34.63)	229 (1.40)	4647-5827 (28.51-35.75)	236 (1.45)

AE - SCHEDULE 49A
Non-Edmonton (37.5 hour work week)
Minimum Monthly (Hourly) Wage Ranges

Job Class Number	Job Title	Wage Range Effective Jan. 1, 2005 (2.5%)	Increment	Wage Range Effective Jan. 1, 2006 (2.5%)	Increment	Wage Range Effective Jan. 1, 2007 (2.5%)	Increment
490000	Clerk I	\$1984-\$2688	\$176	\$2035-\$2755	\$180	\$2085-\$2825	\$185
490001	Clerk Typist A	(\$12.17-\$16.49)	(\$1.08)	(\$12.48-\$16.90)	(\$1.10)	(\$12.79-\$17.33)	(\$1.13)
490002	Receptionist						
490100	Clerk II	2285-3041	189	2342-3118	194	2401-3197	199
490102	Cashier	(14.02-18.66)	(1.16)	(14.37-19.13)	(1.19)	(14.73-19.61)	(1.22)
490200	Clerk III						
490201	Clerk Cashier	3049-3622	191	3125-3713	196	3203-3806	201
490202	Clerk Typist B	(18.71-22.22)	(1.17)	(19.17-22.78)	(1.20)	(19.65-23.35)	(1.23)
490203	Administrative Assistant III						
490300	Clerk IV	3259-4023	191	3340-4124	196	3424-4228	201
490306	Administrative Assistant IV	(19.99-24.68)	(1.17)	(20.49-25.30)	(1.20)	(21.01-25.94)	(1.23)
490400	Clerk V	3636-4400	191	3727-4511	196	3820-4624	201
490404	Administrative Assistant V	(22.31-26.99)	(1.17)	(22.87-27.67)	(1.20)	(23.44-28.37)	(1.23)
490500	Clerk VI	3993-4785	198	4093-4905	203	4196-5028	208
		(24.50-29.36)	(1.21)	(25.11-30.09)	(1.25)	(25.74-30.85)	(1.28)
490600	Clerk VII	4249-5089	210	4356-5216	215	4466-5346	220
		(26.07-31.22)	(1.29)	(26.72-32.00)	(1.32)	(27.40-32.80)	(1.35)
490700	Clerk VIII	4517-5457	235	4630-5594	241	4746-5734	247
		(27.71-33.48)	(1.44)	(28.40-34.32)	(1.48)	(29.12-35.18)	(1.52)

- (1) Non-Edmonton office employees in a job group under Schedule 49A who were on staff prior to January 1, 2005 may remain on their current 7.5-hour schedule. They have the option to move to the 8-hour Schedule 49B at any time.
- (2) Prior to making a final decision to work an 8-hour schedule, employees may work that schedule on a trial basis for up to six months.
- (3) Both the trial period and the decision to move 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 Schedule 49 (or employees transferring to the field from Edmonton or Calgary) will automatically go onto the 8-hour schedule 49B.

AE - SCHEDULE 49B
Non-Edmonton (40 hour work week)
Minimum Monthly (Hourly) Wage Ranges

Job Class Number	Job Title	Wage Range Effective Jan. 1, 2005 (2.5%)	Increment	Wage Range Effective Jan. 1, 2006 (2.5%)	Increment	Wage Range Effective Jan. 1, 2007 (2.5%)	Increment
490010	Clerk I	\$2116-\$2872	\$189	\$2169-\$2945	\$194	\$2223-\$3019	\$199
490011	Clerk Typist A	(\$12.16-\$16.51)	(\$1.09)	(\$12.47-\$16.93)	(\$1.11)	(\$12.78-\$17.35)	(\$1.14)
490012	Receptionist						
490110	Clerk II	2442-3246	201	2503-3327	206	2566-3410	211
490112	Cashier	(14.03-18.66)	(1.16)	(14.39-19.12)	(1.18)	(14.75-19.60)	(1.21)
490210	Clerk III						
490211	Clerk Cashier	3255-3864	203	3337-3961	208	3421-4060	213
490212	Clerk Typist B	(18.71-22.21)	(1.17)	(19.18-22.76)	(1.20)	(19.66-23.33)	(1.22)
490213	Administrative Assistant III						
490310	Clerk IV	3481-4293	203	3568-4400	208	3658-4510	213
490316	Administrative Assistant IV	(20.01-24.67)	(1.17)	(20.51-25.29)	(1.20)	(21.02-25.92)	(1.22)
490410	Clerk V	3884-4696	203	3981-4813	208	4081-4933	213
490414	Administrative Assistant V	(22.32-26.99)	(1.17)	(22.88-27.66)	(1.20)	(23.45-28.35)	(1.22)
490510	Clerk VI	4264-5108	211	4372-5236	216	4482-5366	221
		(24.51-29.36)	(1.21)	(25.13-30.09)	(1.24)	(25.76-30.84)	(1.27)
490610	Clerk VII	4539-5431	223	4652-5568	229	4768-5708	235
		(26.09-31.21)	(1.28)	(26.74-32.00)	(1.32)	(27.40-32.80)	(1.35)
490710	Clerk VIII	4824-5824	250	4946-5970	256	5071-6119	262
		(27.72-33.47)	(1.44)	(28.43-34.31)	(1.47)	(29.14-35.17)	(1.51)

AE - SCHEDULE 50
Edmonton (37.5 hour work week)
Minimum Monthly (Hourly) Wage Ranges

Job Class Number	Job Title	Wage Range Effective Jan. 1, 2005 (2.5%)	Increment	Wage Range Effective Jan. 1, 2006 (2.5%)	Increment	Wage Range Effective Jan. 1, 2007 (2.5%)	Increment
500000	Clerk I	\$1984-\$2688	\$176	\$2035-\$2755	\$180	\$2085-\$2825	\$185
500001	Clerk Typist A	(\$12.17-\$16.49)	(\$1.08)	(\$12.48-\$16.90)	(\$1.10)	(\$12.79-\$17.33)	(\$1.13)
500002	Receptionist						
500100	Clerk II	2285-3041	189	2342-3118	194	2401-3197	199
500102	Cashier	(14.02-18.66)	(1.16)	(14.37-19.13)	(1.19)	(14.73-19.61)	(1.22)
500200	Clerk III						
500201	Clerk Cashier	3049-3622	191	3125-3713	196	3203-3806	201
500202	Clerk Typist B	(18.71-22.22)	(1.17)	(19.17-22.78)	(1.20)	(19.65-23.35)	(1.23)
500210	Administrative Assistant III						
500300	Clerk IV	3259-4023	191	3340-4124	196	3424-4228	201
500306	Administrative Assistant IV	(19.99-24.68)	(1.17)	(20.49-25.30)	(1.20)	(21.01-25.94)	(1.23)
500400	Clerk V	3636-4400	191	3727-4511	196	3820-4624	201
500404	Administrative Assistant V	(22.31-26.99)	(1.17)	(22.87-27.67)	(1.20)	(23.44-28.37)	(1.23)
500500	Clerk VI	3993-4785	198	4093-4905	203	4196-5028	208
		(24.50-29.36)	(1.21)	(25.11-30.09)	(1.25)	(25.74-30.85)	(1.28)
500600	Clerk VII	4249-5089	210	4356-5216	215	4466-5346	220
		(26.07-31.22)	(1.29)	(26.72-32.00)	(1.32)	(27.40-32.80)	(1.35)
500700	Clerk VIII	4517-5457	235	4630-5594	241	4746-5734	247
		(27.71-33.48)	(1.44)	(28.40-34.32)	(1.48)	(29.12-35.18)	(1.52)

AE - SCHEDULE 51A
Edmonton (37.5 hour work week)
Minimum Monthly (Hourly) Wage Ranges

Job Class Number	Job Title	Wage Range Effective Jan. 1, 2005 (3.5%)	Increment	Wage Range Effective Jan. 1, 2006 (3.0%)	Increment	Wage Range Effective Jan. 1, 2007 (3.25%)	Increment
510000	Draftsman Trainee	\$2914-\$3331 (\$17.88-\$20.44)	\$139 (\$.85)	\$3002-\$3431 (\$18.42-\$21.05)	\$143 (\$.88)	\$3100-\$3544 (\$19.02-\$21.74)	\$148 (\$.91)
510100	Draftsman I	3105-3965	*172	3199-4084	*177	3303-4218	*183
511100	Engineering Assistant I	(19.05-24.33)	(1.06)	(19.63-25.06)	(1.09)	(20.26-25.88)	(1.12)
510500	Draftsman II	4147-4907	*190	4271-5055	*196	4411-5219	*202
511300	Engineering Assistant II	(25.44-30.10)	(1.17)	(26.20-31.01)	(1.20)	(27.06-32.02)	(1.24)
510900	Draftsman III	4701-5593	223	4842-5762	230	5000-5948	237
511500	Engineering Assistant III	(28.84-34.31)	(1.37)	(29.71-35.35)	(1.41)	(30.67-36.49)	(1.45)

AE - SCHEDULE 51B
Non-Edmonton (40 hour work week)
Minimum Monthly (Hourly) Wage Ranges

Job Class Number	Job Title	Wage Range Effective Jan. 1, 2005 (3.5%)	Increment	Wage Range Effective Jan. 1, 2006 (3.0%)	Increment	Wage Range Effective Jan. 1, 2007 (3.25%)	Increment
510010	Draftsman Trainee	\$3114-\$3555 (\$17.90-\$20.43)	\$147 (\$0.84)	\$3208-\$3661 (\$18.44-\$21.04)	\$151 (\$0.87)	\$3312-\$3780 (\$19.03-21.72)	\$156 (\$0.90)
510110	Draftsman I	3315-4235	*184	3413-4363	*190	3525-4505	*196
511110	Engineering Assistant I	(19.05-24.34)	(1.06)	(19.61-25.07)	(1.09)	(20.26-25.89)	(1.13)
510510	Draftsman II	4426-5234	*202	4559-5391	*208	4707-5567	*215
511310	Engineering Assistant II	(25.44-30.08)	(1.16)	(26.20-30.98)	(1.20)	(27.05-31.99)	(1.24)
510910	Draftsman III	5022-5970	237	5173-6149	244	5341-6349	252
511510	Engineering Assistant III	(28.86-34.31)	(1.36)	(29.73-35.34)	(1.40)	(30.70-36.49)	(1.45)

AE - SCHEDULE 53
Non-Office Jobs
Minimum Monthly (Hourly) Wage Ranges

Job Class Number	Job Title	Wage Range Effective Jan. 1, 2005 (3.5%)	Increment	Wage Range Effective Jan. 1, 2006 (3.0%)	Increment	Wage Range Effective Jan. 1, 2007 (3.25%)	Increment
530100	Customer Services Representative I	\$3557-\$4211 (\$20.44-\$24.20)	*\$218 (\$1.25)	\$3663-\$4338 (\$21.05-\$24.93)	*\$225 (\$1.29)	\$3783-\$4479 (\$21.74-\$25.74)	*\$232 (\$1.33)
530300	Customer Services Representative II	4352-5442 (25.01-31.28)	*218 (1.25)	4482-5607 (25.76-32.22)	*225 (1.29)	4629-5789 (26.60-33.27)	*232 (1.33)
531100	District Service Representative I	2671-3479 (15.35-19.99)	202 (1.16)	2751-3583 (15.81-20.59)	208 (1.20)	2840-3700 (16.32-21.26)	215 (1.24)
531200	District Service Representative II	3287-3902 (18.89-22.43)	205 (1.18)	3386-4019 (19.46-23.10)	211 (1.21)	3496-4150 (20.09-23.85)	218 (1.25)
531300	Service Point Representative	2671-3479 (15.35-19.99)	202 (1.16)	2751-3583 (15.81-20.59)	208 (1.20)	2840-3700 (16.32-21.26)	215 (1.24)
531400	Work Desk Representative	3287-3902 (18.89-22.43)	205 (1.18)	3386-4019 (19.46-23.10)	211 (1.21)	3496-4150 (20.09-23.85)	218 (1.25)
535100	Land Agent	4547-5423 (26.13-31.17)	*219 (1.26)	4683-5587 (26.91-32.11)	*226 (1.30)	4836-5768 (27.79-33.15)	*233 (1.34)
535300	Senior Land Agent	5254-5980 (30.20-34.37)	242 (1.39)	5412-6159 (31.10-35.40)	249 (1.43)	5588-6359 (32.11-36.55)	257 (1.48)

NOTES APPLYING TO ALL WAGE SCHEDULES

1. When increments are listed in a wage schedule, they are annual increments unless marked with an asterisk (*), in which case they are semi-annual.
2. When a salary range is set out for a Job Class, progression through the range will be annual (January) or semi-annual (January and July) to the range ceiling as provided by the particular schedule. Progression is subject to satisfactory performance, improved skills or knowledge required by the employee in the performance of the Job, possession of necessary tickets or certificates of technology graduation and successful completion of Company examinations. The words "Company examinations" shall refer to existing written examinations.
3. The following rules apply to new employees:
 - (a) The Company will place new employees within a salary range on the basis of market hiring rates.
 - (b) After a new employee successfully completes the probationary period, the employee will receive one increment. At the date of the first increment review (January 1 or July 1 as appropriate) following appointment to permanent staff, the increment adjustment as applicable will be retroactive to the date of appointment to permanent staff. This means that the employee will receive 1/12 or 1/6 (for annual or semi-annual review respectively) of the increment for each month since appointment to permanent staff. These increments will be subject to clause 2 of these notes. This provision is waived for apprentice employees listed in Schedule 54.
4. When an employee receives a promotion, the employee shall be placed within the new salary range at a rate which reflects an increase in wage no less than one increment in the range from which the employee was promoted. This does not apply in the case of progression Jobs.
5. If an employee is accepted under a Job Posting for a Job at a lower level, or is transferred to such a Job at their own request,

the employee will be paid at an appropriate level within the wage range for the lower-level Job Class.

8-12 HOUR TECHNICAL AND TRADES EMPLOYEES

Application

This section applies to technical and trades employees in the following schedules who do not work a series of rotating shifts: Schedule 45, Schedule 54, Schedule 55, Schedule 57, Schedule 58 and Job Classes 460700, 460800 and 460900.

ARTICLE 15.00 HOURS OF WORK

15.01 Subject to the specific exceptions set out in this article; the normal hours of work for technical and trades employees shall be as set out in the following table

Normal Hours of Work Technical and Trades

	Schedules 45,54,55, 57, 58 and Job Classes 460700, 460800, 460900
Normal Work Day (Paid)	8 hours to 12 hours
Work days to be scheduled between the hours of	0500-1900
Lunch period (unpaid) (maximum)	½ hour to 1 hour
	40 hours over a series of consecutive

Normal Work Week	days Monday-Saturday inclusive or 80 hours over 2 work weeks excluding Sunday or 80 hours over 2 work weeks including Sunday when working away from "Home Base"
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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 (a) By joint agreement between an employee and his supervisor, the hours during which an employee's work Day may be scheduled may be changed. In these cases, there will be no payment for overtime or shift differential for the agreed-upon hours of work.

(b) By joint agreement between an employee and the employee's supervisor or designate the employee's work Day may be scheduled to include a lunch break of between one-half to one hour provided no additional costs are incurred, and there is no disruption to operational efficiency or service to customers. This agreement will also include the Company's right to terminate the arrangement if it proves unsatisfactory.

(c) A joint agreement will be put in writing and sent to the manager, human resources 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 joint agreement with his or her supervisor, an employee may take time off without pay.

- (b) Employees are encouraged, but not required, to provide as much advance notice as possible of a request for time off without pay, recognizing that the greater the notice, the more likely a supervisor can accommodate the employee's request.
- (c) Supervisors will respond as soon as possible to a request under this clause.
- (d) Supervisors will not unreasonably withhold approval for a request for time off without pay. However, nothing in this clause guarantees that such a request will be granted.

Exceptions

- 15.05 (a) The Company sometimes must preplan outages to do construction, maintenance and replacement work on transmission, distribution and production facilities. To try to keep the impact on customers minimal, the Company may have to change the hours during which an employee's work Day is scheduled.
- (b) The Company will give employees 48 hours' notice of a change under this clause. If it doesn't, the employee will be paid at the overtime rate for any hours worked that are outside the employee's normal scheduled hours in the first 48 hours after notice is given.
- 15.06 (a) Some jobs are essential to providing continuous service to customers.
- (b) The Company may decide to schedule some of these employees to work on Sundays on a long-term basis. If it does, it may schedule employees to work on any Days from Monday to Sunday. The company must still follow the rules regarding the number of consecutive work Days and the length of the work Day as contained in Table II. In these cases, no overtime will be paid for Sunday work unless the

employee works more than the scheduled number of hours.

- (c) The Company will discuss work schedules with affected employees in advance.

- 15.07
- (a) The Company and the Association wish to ensure that employees have enough rest between work periods to allow them to work safely. While this clause sets out specific provisions, they are not intended to remove the responsibility of supervisors and employees to ensure that work can be accomplished safely.
 - (b) If an employee works 16 or more hours in any 24-hour period, the employee shall be allowed eight consecutive hours of rest.
 - (c) An employee who, as a result of a call-out, works at any time in the period from eight hours before the start of his or her next regularly scheduled work Day and the time three hours before the start of his or her next regularly scheduled shift is entitled to have eight consecutive hours of rest beginning at the end of the work for which the employee was called out.
 - (d) If an employee's eight hours of rest under paragraph (b) or (c) extends into the last two hours of his or her next regularly scheduled work Day, the employee shall not be required to work those hours.
 - (e) When an employee is at rest because of this clause, the employee will not suffer any loss of wages.
 - (f) When an employee is at rest because of this clause, the Company may request the employee to return to work. If it does make such a request, and the employee agrees to return, the employee will be paid, in addition to normal wages, an amount equal to his or her normal hourly rate for each hour worked during normal scheduled working hours during which the employee was entitled to be at rest.

15.08 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.

15.09 If an employee's schedule is changed, a supervisor or designate 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.

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

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

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; OR The Company changes an employee's schedule requiring the employee to work a series of Days where the daily scheduled hours of work are less than the previous schedule (e.g. 4-10's to 5-8's)	4 Days before the first Day affected by the schedule change. NOTE: This covers situations where a schedule is shifted forward or backwards in a week without changing the daily hours, as well as changing from four-10 hour Days to five-8 hour Days in a week (for example).	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 a series of Days where the daily scheduled hours of work are greater than 8 hours (e.g. 5-8's to 4-10's).	4 Days before the first Day affected by the schedule change. The same change has to be made to all Days the employee is scheduled to work in the same calendar week.	For example if the change is from an 8 hour per Day schedule, overtime rate applies for the hours worked in excess of 8 hours on each of the first two Days affected by the change.

15.12 The parties want to place some limits on how changes to an employee's schedule are handled. Both sides prefer a situation where an employee's start time and the length of the work Day is consistent for all Days the employee is scheduled to work in a particular calendar week. They recognize, however, that may not always be possible. The rules in this clause will be used to help manage changes in schedule under clause 15.10.

- (a) Sometimes it may not be possible for the Company to change the starting time for all Days in a calendar week. For that reason, the parties agree that the Company may start such a change in the middle of an employee's work week, but the change must apply to all Days after the first affected Day. The Company will not make more than one such change in an employee's work week.
- (b) The Company cannot make more than 24 changes a year in an employee's schedule if the change affects the Days of the week the employee is scheduled to work, or changes the length of the work Day.

ARTICLE 18.00 HOLIDAYS

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

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

- (b) If the Legislature of the Province of Alberta removes the designation of Alberta Family Day as a statutory holiday during the currency of this agreement, then

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

- 18.02 In addition, one Civic Holiday will be recognized and observed but only in a community in which it is officially declared. This holiday shall apply to all employees regularly based in the community. No employee, when transferred to another location, will forfeit entitlement to a Civic Holiday in the year of the transfer, because of that.
- 18.03 Employees will be paid for a holiday only if:
- (a) they have completed 30 Working Days or have worked 240 hours in the 12 months immediately preceding the holiday, and
 - (b) they work their scheduled shift immediately before and immediately after the holiday, unless absent due to sickness or accident, or by authority of the Company.
- 18.04 (a) Wherever possible, an employee will not be scheduled to work on a holiday.
- (b) Any employee scheduled to work on a holiday will be paid:
- (i) at the overtime rate for the hours actually worked, and
 - (ii) the normal Day's pay as provided for their scheduled hours of work.
- 18.05 The following rules apply when a holiday falls on a Saturday or Sunday:
- (a) Easter Sunday shall be observed on the following Monday. Alternatively, in any locality, the Company may designate some employees to observe the holiday on the previous Thursday and others on the following Monday.

- (b) For any other holiday, the Company may direct that the holiday be observed on the previous Friday or the following Monday.
- (c) Boxing Day will be observed on the first weekday following the Day on which Christmas is observed.
- (d) The Company will post, at least one month prior to a holiday, a notice as to when a holiday is to be observed.

- 18.06 (a) When a holiday falls on an employee's regular Day off, that employee shall receive, at their option:
- (i) holiday pay according to the hours per Day scheduled for that work week, or,
 - (ii) an equivalent Day off with pay at a time that is mutually agreed by the employee and supervisor. If the Day off cannot be scheduled then the default is to pay out the holiday pay.
- (b) Once the employee has made a decision to take either the holiday pay or a Day off with pay and has confirmed this decision with their supervisor or designate, any change from the original decision will have to be mutually agreeable.

18.07 If a holiday falls on an employee's regularly scheduled Day of work and the employee is given that Day off, the employee will be paid for the previously scheduled hours of work for that Day at the normal hourly rate. No further action will be required to balance the normal wage with the hours of work scheduled.

ARTICLE 19.00 ANNUAL VACATION

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

After one year of Continuous Employment	120 hours
After eight years of Continuous Employment	160 hours

After 16 years of Continuous Employment	200 hours
After 25 years of Continuous Employment	240 hours

- 19.02 (a) Advance draws on vacation entitlement are available to Permanent or Probationary Employees who have completed more than six months, but less than one year, of Continuous Employment.
- (b) Employees covered by this clause may take up to 40 hours of vacation during their second six months of employment.
- (c) Employees covered by this clause may also take up to 40 hours leave of absence without pay during their second six months of employment.
- (d) The vacation and leave allowed by this clause are subject to agreement between employees and their immediate supervisors.
- 19.03 Part-time and Temporary Employees will be paid vacation pay in the amount of 6% of their regular pay.
- 19.04 Permanent Part-time Employees will be entitled to annual vacation with regular pay on a prorated basis and will be paid vacation pay for hours worked in excess of their normal hours. Vacation pay will not apply on overtime hours where premium overtime rates apply.
- 19.05 The following rules apply to the scheduling of vacation time:
- (a) Vacations may be taken at any time during the calendar year by mutual agreement between the employee and the supervisor, provided, however, that the scheduling is arranged to suit the work schedules of the Company.
- (b) Employees may take up to 5 Working Days of their vacation one Day at a time with their supervisor or designate's approval. Where two or more Days are

approved in the vacation schedule they will not be considered as part of the five Days.

- (c) In the year in which an employee qualifies for an increased vacation entitlement, the additional hours may be taken only after the employee's anniversary date for vacation entitlement. "Anniversary date" is the anniversary of the date an employee is appointed as a Probationary Employee or a Permanent Employee, whichever is earlier.
- (d) If a holiday falls within an employee's vacation, the vacation shall be extended under paragraph (i) or (ii), whichever is applicable:
 - (i) If the employee's last regular scheduled work Day worked before the holiday was eight hours in length, and the employee's first shift worked immediately after the holiday was eight hours in length, the vacation will be extended by eight hours.
 - (ii) In any other case, the employee's vacation will be extended by the number of hours of the last regular scheduled work Day worked or the first shift worked immediately after the holiday, whichever is greater.

19.06 For the purposes of this article, and subject to clause 19.08, an employee remains continuously employed when on sick leave.

- 19.07
- (a) Employees are entitled to full vacation entitlement only if they have worked 90 per cent of their regularly scheduled work hours in the year which ended on their most recent anniversary date.
 - (b) For the purpose of this clause, statutory holidays and annual vacation count as Days worked.

- (c) Employees who have worked less than 90 per cent of their regularly scheduled work hours in the year which ended on their most recent anniversary date shall be entitled to a vacation on a prorated basis bearing the same relationship to their regular vacation entitlement as the number of hours worked bears to 90 per cent of their regularly scheduled work hours. An example of the calculation of prorated vacation entitlement can be found under the General Application section of this agreement.

19.08 Employees may apply in writing for permission to carry over any part of their vacation entitlement to the next year. Such application will be granted only if mutually acceptable to the employee and supervisor.

19.09 Employees will take their vacation in blocks made up of a whole work Day. If the number of hours remaining in their vacation entitlement is less than a full work Day, they shall receive a payout of the remaining entitlement.

ARTICLE 23.00 HEIGHT PAY

23.01 An employee who climbs a structure 25 meters or more 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.

AE - SCHEDULE 45**Minimum Monthly (Hourly) Wage Ranges**

Job Class Number	Job Title	Wage Range Effective Jan. 1, 2005 (3.5%)	Increment	Wage Range Effective Jan. 1, 2006 (3.0%)	Increment	Wage Range Effective Jan. 1, 2007 (3.25%)	Increment
450100	Real Time Systems Analyst I	\$4731-\$5426 (\$27.19-\$31.18)	*\$139 (\$.80)	\$4874-\$5589 (\$28.01-\$32.12)	*\$143 (\$.82)	\$5032-\$5772 (\$28.92-\$33.17)	*\$148 (\$.85)
450300	Real Time Systems Analyst II	5011-6247 (28.80-35.90)	*206 (1.18)	5162-6434 (29.67-36.98)	*212 (1.22)	5330-6644 (30.63-38.18)	*219 (1.26)

AE - SCHEDULE 46**Minimum Monthly (Hourly) Wage Ranges**

Job Class Number	Job Title	Wage Range Effective Jan. 1, 2005 (3.5%)	Increment	Wage Range Effective Jan. 1, 2006 (3.0%)	Increment	Wage Range Effective Jan. 1, 2007 (3.25%)	Increment
460700	System Control Centre Senior Operator	\$6314-\$6658 (\$36.29-\$38.26)	\$172 (\$.99)	\$6504-\$6858 (\$37.38-\$39.41)	\$177 (\$1.02)	\$6715-\$7081 (\$38.59-\$40.70)	\$183 (\$1.05)
460800	System Control Centre Scheduler	5650-6397 (32.47-36.76)	249 (1.43)	5821-6589 (33.45-37.87)	256 (1.47)	6011-6803 (34.55-39.10)	264 (1.52)
460900	System Control Centre Senior Scheduler	6314-6658 (36.29-38.26)	172 (.99)	6504-6858 (37.38-39.41)	177 (1.02)	6715-7081 (38.59-40.70)	183 (1.05)

AE - SCHEDULE 54 APPRENTICESHIP JOBS
MINIMUM MONTHLY (HOURLY) WAGE RANGES

Job Group Codes	Apprentice Journeyman Ticket Title	Training Term/Wage Range Effective January 1, 2005 (3.5%)								
		1-1	1-2	2-1	2-2	3-1	3-2	4-1	4-2	Journeyman
542001 – 542008	Motor Mechanic/ Heavy Duty	3135 (18.02)	3392 (19.49)	3647 (20.96)	3903 (22.43)	4162 (23.92)	4415 (25.37)	4672 (26.85)	4927 (28.32)	587800 4929 (28.33)
542101 – 542108	Power System Electrician	3167 (18.20)	3441 (19.78)	3713 (21.34)	3985 (22.90)	4256 (24.46)	4530 (26.03)	4800 (27.59)	5074 (29.16)	584100 5349 (30.74)
543001 – 543008	Power Lineman	3167 (18.20)	3441 (19.78)	3713 (21.34)	3985 (22.90)	4256 (24.46)	4530 (26.03)	4800 (27.59)	5074 (29.16)	556100 5348 (30.74)

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

Job Group Codes	Apprentice Journeyman Ticket Title	Training Term/Wage Range Effective January 1, 2006 (3.0%)								
		1-1	1-2	2-1	2-2	3-1	3-2	4-1	4-2	Journeyman
542001 – 542008	Motor Mechanic/ Heavy Duty	3229 (18.56)	3494 (20.08)	3756 (21.59)	4020 (23.10)	4287 (24.64)	4547 (26.13)	4812 (27.66)	5075 (29.17)	587800 5077 (29.18)
542101 – 542108	Power System Electrician	3262 (18.75)	3544 (20.37)	3824 (21.98)	4105 (23.59)	4384 (25.20)	4666 (26.82)	4944 (28.41)	5226 (30.03)	584100 5509 (31.66)
543001 – 543008	Power Lineman	3262 (18.75)	3544 (20.37)	3824 (21.98)	4105 (23.59)	4384 (25.20)	4666 (26.82)	4944 (28.41)	5226 (30.03)	556100 5509 (31.66)

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

Job Group Codes	Apprentice Journeyman Ticket Title	Training Term/Wage Range Effective January 1, 2007 (3.25%)								
		1-1	1-2	2-1	2-2	3-1	3-2	4-1	4-2	Journeyman
542001 – 542008	Motor Mechanic/ Heavy Duty	3334 (19.16)	3608 (20.74)	3878 (22.29)	4151 (23.86)	4426 (25.44)	4695 (26.98)	4968 (28.55)	5240 (30.11)	587800 5242 (30.13)
542101 – 542108	Power System Electrician	3368 (19.36)	3659 (21.03)	3948 (22.69)	4238 (24.36)	4526 (26.01)	4818 (27.69)	5105 (29.34)	5396 (31.01)	584100 5688 (32.69)
543001 – 543008	Power Lineman	3368 (19.36)	3659 (21.03)	3948 (22.69)	4238 (24.36)	4526 (26.01)	4818 (27.69)	5105 (29.34)	5396 (31.01)	556100 5688 (32.69)

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

AE - SCHEDULE 55
Minimum Monthly (Hourly) Wage Ranges

Job Class Number	Job Title	Wage Range Effective Jan. 1, 2005 (3.5%)	Increment	Wage Range Effective Jan. 1, 2006 (3.0%)	Increment	Wage Range Effective Jan. 1, 2007 (3.25%)	Increment
553100	District Construction Inspector	\$4642-\$5950 (\$26.68-\$34.20)	*\$218 (\$1.25)	\$4780-\$6130 (\$27.47-\$35.23)	*\$225 (\$1.29)	\$4936-\$6328 (\$28.37-\$36.37)	*\$232 (\$1.33)
556100	Power Lineman Journeyman	5348-5952 (30.74-34.21)	*302 (1.74) **1.89	5509-6131 (31.66-35.24)	*311 (1.79) **1.95	5688-6330 (32.69-36.38)	*321 (1.84) **2.01
557100	Serviceman	5348-5952 (30.74-34.21)	*302 (1.74) **1.89	5509-6131 (31.66-35.24)	*311 (1.79) **1.95	5688-6330 (32.69-36.38)	*321 (1.84) **2.01
558100	Lead Lineman	5519-6347 (31.72-36.48)	276 (1.59)	5685-6537 (32.67-37.57)	284 (1.63)	5870-6749 (33.74-38.79)	293 (1.68)
559200	Senior Serviceman	5677-6496 (32.63-37.33)	273 (1.57)	5848-6691 (33.61-38.45)	281 (1.61)	6038-6908 (34.70-39.70)	290 (1.67)

****TA (Temporary Assignment) – The parties agreed that for temporary assignment purposes only, the 2004 increment \$1.83 (plus negotiated increases) will be used.**

AE - SCHEDULE 57
Minimum Monthly (Hourly) Wage Ranges

Job Class Number	Job Title	Wage Range Effective Jan. 1, 2005 (3.5%)	Increment	Wage Range Effective Jan. 1, 2006 (3.0%)	Increment	Wage Range Effective Jan. 1, 2007 (3.25%)	Increment
570000	Laborer	Shall be paid the going hourly rate		Shall be paid the going hourly rate		Shall be paid the going hourly rate	
570100	Warehouseman	\$2808-\$3858 (\$16.14-\$22.17)	*\$150 (\$.86)	\$2891-\$3976 (\$16.61-22.85)	*\$155 (\$.89)	\$2985-\$4105 (\$17.16-\$23.59)	*\$160 (\$.92)
570300	Senior Warehouseman	3709-4309 (21.32-24.76)	*150 (.86)	3819-4439 (21.95-25.51)	*155 (.89)	3943-4583 (22.66-26.34)	*160 (\$.92)
570500	Stockkeeper	3835-4775	188	3949-4919	194	4078-5078	200
570700	Facilities Maint Coord	(22.04-27.44)	(1.08)	(22.70-28.27)	(1.11)	(23.44-29.18)	(1.15)
572100	Meter Reader	2726-4007 (15.67-23.03)	*183 (1.05)	2810-4126 (16.15-23.71)	*188 (1.08)	2902-4260 (16.68-24.48)	*194 (1.11)
573000	Equipment Operator Entry Level	2906-4034 (16.70-23.18)	*188 (1.08)	2992-4156 (17.20-23.89)	*194 (1.11)	3090-4290 (17.76-24.66)	*200 (1.15)
573100	Equipment Operator	4034-4882 (23.18-28.06)	*188 (1.08)	4154-5029 (23.87-28.90)	*194 (1.11)	4290-5192 (24.66-29.84)	*200 (1.15)
573200	Special Equipment Operato	4546-5110 (26.13-29.37)	188 (1.08)	4682-5264 (26.91-30.25)	194 (1.11)	4835-5435 (27.79-31.24)	200 (1.15)
576300	Consumer Accounts	3753-4505	188	3865-4641	194	3992-4792	200

Representative (21.57-25.89) (1.08) (22.21-26.67) (1.11) (22.94-27.54) (1.15)

(1) Employees in job group codes 570300 (Senior Warehouseman) and 570500 (Stockkeeper), who hold a valid Government of Alberta Partsman ticket, shall be paid no less than two increments below the wage range ceiling.

AE - SCHEDULE 58
Minimum Monthly (Hourly) Wage Ranges

Job Class Number	Job Title	Wage Range Effective Jan. 1, 2005 (3.5%)	Increment	Wage Range Effective Jan. 1, 2006 (3.0%)	Increment	Wage Range Effective Jan. 1, 2007 (3.25%)	Increment
580100	Staker Assistant	\$2708-\$3438 (\$15.56-\$19.76)	*\$146 (\$.84)	\$2790-\$3540 (\$16.03-\$20.34)	*\$150 (\$.86)	\$2881-\$3656 (\$16.56-\$21.01)	*\$155 (\$.89)
580300	Staker	2926-5086 (16.82-29.23)	*270 (1.55)	3015-5239 (17.33-30.11)	*278 (1.60)	3113-5409 (17.89-31.09)	*287 (1.65)
580700	Headstaker	4331-5843 (24.89-33.58)	*189 (1.09)	4460-6020 (25.63-34.60)	*195 (1.12)	4607-6215 (26.48-35.72)	*201 (1.16)
581101	Meter Technologist, Entry	3135-4550 (18.02-26.15)	*283 (1.63)	3231-4686 (18.57-26.93)	*291 (1.67)	3337-4837 (19.18-27.80)	*300 (1.72)
581301	Meter Technologist, Qualified	4274-5972 (24.56-34.32)	*283 (1.63)	4404-6150 (25.31-35.34)	*291 (1.67)	4549-6349 (26.14-36.49)	*300 (1.72)
581501	Meter Technologist, Senior Qualified	5596-6364 (32.16-36.57)	256 (1.47)	5764-6556 (33.13-37.68)	264 (1.52)	5951-6770 (34.20-38.91)	273 (1.57)
581801	Meter Technologist, Team Leader	5728-6496 (32.92-37.33)	256 (1.47)	5900-6692 (33.91-38.46)	264 (1.52)	6091-6910 (35.01-39.71)	273 (1.57)
581102	Communication Technologist, Entry	3135-4550 (18.02-26.15)	*283 (1.63)	3231-4686 (18.57-26.93)	*291 (1.67)	3337-4837 (19.18-27.80)	*300 (1.72)
581302	Communication Technologist, Qualified	4274-5972 (24.56-34.32)	*283 (1.63)	4404-6150 (25.31-35.34)	*291 (1.67)	4549-6349 (26.14-36.49)	*300 (1.72)

581502	Communication Technologist, Senior Qualified	5596-6364 (32.16-36.57)	256 (1.47)	5764-6556 (33.13-37.68)	264 (1.52)	5951-6770 (34.20-38.91)	273 (1.57)
581802	Communication Technologist, Team Leader	5728-6496 (32.92-37.33)	256 (1.47)	5900-6692 (33.91-38.46)	264 (1.52)	6091-6910 (35.01-39.71)	273 (1.57)

AE - SCHEDULE 58 (Continued)
Minimum Monthly (Hourly) Wage Ranges

Job Class Number	Job Title	Wage Range Effective Jan. 1, 2005 (3.5%)	Increment	Wage Range Effective Jan. 1, 2006 (3.0%)	Increment	Wage Range Effective Jan. 1, 2007 (3.25%)	Increment
584100	Power Systems Electrician	\$5349-\$5949 (\$30.74-\$34.19)	*\$300 (\$1.72)	\$5509-\$6127 (\$31.66-\$35.21)	*\$309 (\$1.78)	\$5688-\$6326 (\$32.69-\$36.36)	*\$319 (\$1.83)
585100	Electrical Technologist, Entry	3139-4609 (18.04-26.49)	*\$294 (\$1.69)	3233-4748 (18.58-27.29)	*303 (1.74)	3338-4903 (19.18-28.18)	*313 (1.80)
585300	Electrical Technologist, Qualified	4320-6084 (24.83-34.97)	*294 (1.69)	4450-6268 (25.57-36.02)	*303 (1.74)	4595-6473 (26.41-37.20)	*313 (1.80)
585500	Electrical Technologist, Senior Qualified	5712-6480 (32.83-37.24)	256 (1.47)	5883-6675 (33.81-38.36)	264 (1.52)	6074-6893 (34.91-39.61)	273 (1.57)
585800	Electrical Technologist, Team Leader	5844-6612 (33.59-38.00)	256 (1.47)	6019-6811 (34.59-39.14)	264 (1.52)	6214-7033 (35.71-40.42)	273 (1.57)
585101	Technical Resources Technologist, Entry	3139-4609 (18.04-26.49)	*\$294 (\$1.69)	3233-4748 (18.58-27.29)	*303 (1.74)	3338-4903 (19.18-28.18)	*313 (1.80)
585301	Technical Resources Technologist, Qualified	4320-6084 (24.83-34.97)	*294 (1.69)	4450-6268 (25.57-36.02)	*303 (1.74)	4595-6473 (26.41-37.20)	*313 (1.80)
585501	Technical Resources Technologist, Senior Qualified	5712-6480 (32.83-37.24)	256 (1.47)	5883-6675 (33.81-38.36)	264 (1.52)	6074-6893 (34.91-39.61)	273 (1.57)
585801	Technical Resources Technologist, Team Leader	5844-6612 (33.59-38.00)	256 (1.47)	6019-6811 (34.59-39.14)	264 (1.52)	6214-7033 (35.71-40.42)	273 (1.57)

AE - SCHEDULE 58 (Continued)
Minimum Monthly (Hourly) Wage Ranges

Job Class Number	Job Title	Wage Range Effective Jan. 1, 2005 (3.5%)	Increment	Wage Range Effective Jan. 1, 2006 (3.0%)	Increment	Wage Range Effective Jan. 1, 2007 (3.25%)	Increment
585102	Mechanical Technologist, Entry	\$3139-\$4609 (\$18.04-\$26.49)	*\$294 (\$1.69)	\$3233-\$4748 (\$18.58-\$27.29)	*\$303 (\$1.74)	\$3338-\$4903 (\$19.18-\$28.18)	*\$313 (\$1.80)
585302	Mechanical Technologist, Qualified	4320-6084 (24.83-34.97)	*294 (1.69)	4450-6268 (25.57-36.02)	*303 (1.74)	4595-6473 (26.41-37.20)	*313 (1.80)
585502	Mechanical Technologist, Senior Qualified	5712-6480 (32.83-37.24)	256 (1.47)	5883-6675 (33.81-38.36)	264 (1.52)	6074-6893 (34.91-39.61)	273 (1.57)
585802	Mechanical Technologist, Team Leader	5844-6612 (33.59-38.00)	256 (1.47)	6019-6811 (34.59-39.14)	264 (1.52)	6214-7033 (35.71-40.42)	273 (1.57)
586800	Maintenance Technician	\$4980-\$5955 (\$28.62-\$34.22)	\$325 (\$1.87)	\$5129-\$6134 (\$29.48-\$35.25)	\$335 (\$1.93)	\$5296-\$6334 (\$30.44-\$36.40)	\$346 (\$1.99)
586901	Lead Maintenance Technician	6218 (35.74)		6405 (36.81)		6613 (38.01)	
587800	Equipment Mechanic Journeyman	4929-5185 (28.33-29.80)	256 (1.47)	5077-5341 (29.18-30.70)	264 (1.52)	5242-5515 (30.13-31.70)	273 (1.57)
587900	Lead Equipment Mechanic	4929-5697 (28.33-32.74)	256 (1.47)	5077-5869 (29.18-33.73)	264 (1.52)	5242-6061 (30.13-34.83)	273 (1.57)

(1) Qualified journeymen in job group code 587800 (Equipment Mechanic Journeyman) shall be paid no less than the apprentice ceiling. New employees in this category shall be paid one increment less than the apprentice ceiling for the Probationary Period.

NOTES APPLYING TO ALL WAGE SCHEDULES

1. When increments are listed in a wage schedule, they are annual increments unless marked with an asterisk (*), in which case they are semi-annual.
2. When a salary range is set out for a Job Class, progression through the range will be annual (January) or semi-annual (January and July) to the range ceiling as provided by the particular schedule. Progression is subject to satisfactory performance, improved skills or knowledge required by the employee in the performance of the Job, possession of necessary tickets or certificates of technology graduation and successful completion of Company examinations. The words "Company examinations" shall refer to existing written examinations.
3. The following rules apply to new employees:
 - (a) The Company will place new employees within a salary range on the basis of market hiring rates.
 - (b) After a new employee successfully completes the probationary period, the employee will receive one increment. At the date of the first increment review (January 1 or July 1 as appropriate) following appointment to permanent staff, the increment adjustment as applicable will be retroactive to the date of appointment to permanent staff. This means that the employee will receive 1/12 or 1/6 (for annual or semi-annual review respectively) of the increment for each month since appointment to permanent staff. These increments will be subject to clause 2 of these notes. This provision is waived for apprentice employees listed in Schedule 54.
4. When an employee receives a promotion, the employee shall be placed within the new salary range at a rate which reflects an increase in wage no less than one increment in the range from which the employee was promoted. This does not apply in the case of progression Jobs.
5. If an employee is accepted under a Job Posting for a Job at a lower level, or is transferred to such a Job at their own request,

the employee will be paid at an appropriate level within the wage range for the lower-level Job Class.

SYSTEM CONTROL CENTRE ROTATING SHIFT EMPLOYEES

INTRODUCTION

The parties have signed agreements to provide for a shift rotation consisting of 8, 10 and 12-hour shifts for certain employees and these agreements have been approved by the appropriate officials of the Province of Alberta.

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

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

Application

This applies to system control centre operators at the System Control Centre, Vegreville who are scheduled to work a series of rotating shifts.

ARTICLE 15.00 HOURS OF WORK

15.01 Subject to the specific exceptions set out in this article; the normal hours of work for system control centre rotating shift employees shall be as set out in the following table:

Normal Hours of Work System Control Centre Rotating Shift Employees

	Job Class 460100 & 460500
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Normal Work Day (paid)	8 to 12 hours (as per schedule)
Work Day to be scheduled between the hours of	0000-2400
Lunch period (unpaid) (maximum)	
Normal Work Week	40 hours per week averaged over shift cycle

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 Employees may exchange shifts, subject to the following rules:

- (a) The exchange must be approved by a supervisor or designate.
- (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.

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

- (b) A joint agreement will be put in writing and sent to the manager, human resources 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 (a) By joint agreement with his or her supervisor, an employee may take time off without pay.
- (b) Employees are encouraged, but not required, to provide as much advance notice as possible of a request for time off without pay, recognizing that the greater the notice, the more likely a supervisor can accommodate the employee's request.
- (c) Supervisors will respond as soon as possible to a request under this clause.
- (d) Supervisors will not unreasonably withhold approval for a request for time off without pay. However, nothing in this clause guarantees that such a request will be granted.
- 15.06 (a) The Company and the Association wish to ensure that employees have enough rest between work periods to allow them to work safely. While this clause sets out specific provisions, they are not intended to remove the responsibility of supervisors and employees to ensure that work can be accomplished safely.
- (b) If an employee works 16 or more hours in any 24-hour period, the employee shall be allowed eight consecutive hours of rest.
- (c) An employee who, as a result of a call-out, works at any time between midnight and the time three hours before the start of his or her next regularly scheduled shift is entitled to have eight consecutive hours of rest beginning at the end of the work for which the employee was called out.
- (d) If an employee's eight hours of rest under paragraph (b) or (c) extends into the last two hours of his or her next regularly scheduled shift, the employee shall not be required to work those hours.

- (e) When an employee is at rest because of this clause, the employee will not suffer any loss of wages.
- (f) When an employee is at rest because of this clause, the Company may request the employee to return to work. If it does make such a request, and the employee agrees to return, the employee will be paid, in addition to normal wages, an amount equal to his or her normal hourly rate for each hour worked during normal scheduled working hours during which the employee was entitled to be at rest.

- 15.07 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.
- 15.08 At the control centre, the Company will post the shift schedule covering, at minimum, the next 60 Days.
- 15.09 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.
- 15.10 If an employee's schedule is changed, a supervisor or designate 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.
- 15.11 This clause applies to employees during the portion of the shift schedule they are designated to work spare shifts.
- (a) Employees who are scheduled to work a day shift on a given Day must be given 48 hours notice if the Company reschedules them to work the night shift of that same Day. If the Company fails to give this

notice, the employee will be paid at the overtime rate for the first such shift worked.

(b) Employees who are scheduled to work a night shift on a given Day must be given 48 hours notice if the Company reschedules them to work the day shift of that same Day. If the Company fails to give this notice, the employee will be paid at the overtime rate for the first such shift worked.

(c) Employees must be given 48 hours notice if the Company changes their schedule to require them to work on a Day that was previously scheduled to be a Day off. If the Company fails to give this notice, the employee will be paid at the overtime rate for the first shift worked.

(d) If an employee is scheduled to work a spare shift and is rescheduled or called in to work a regular shift on the same Day, and the hours scheduled for the spare shift is less than the hours scheduled for the regular shift, the employee will be paid at the overtime rate for those hours worked outside the hours the employee was originally scheduled to work.

15.12 (a) Employees working spare shifts can be scheduled to work either an 8, 10 or a 12-hour shift.

(b) The Company may change an employee's spare shift from the originally scheduled hours to one with fewer hours (e.g. to an eight-hour from a 12 hour spare shift) by giving the employee 48 hours notice. If such notice is not given, then the employee will be paid at the normal rate for the originally scheduled hours.

(c) An employee scheduled or rescheduled to work a spare shift can be rescheduled to work a longer spare shift (e.g. from an eight-hour to a 12-hour spare shift) on 48 hours notice. If such notice is not given, then

the employee will be paid at the overtime rate for any hours worked beyond the originally scheduled hours.

- 15.13 (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 the overtime rate for the first two affected shifts.
- (d) This clause does not apply to employees working a spare shift.
- 15.14 If a shift schedule change affects Days off in the 35-Day period following posting of the new schedule, the employee will be paid the overtime rate for the first five Days worked which, under the previous schedule, would have been Days off. This clause does not apply to operators working spare shifts.
- 15.15 (a) For the purposes of this clause, "master schedule" means the control centre schedule used to develop the individual schedules of employees.
- (b) The parties acknowledge that the control centre has a master schedule as well as policies that govern how the master schedule is to be administered.
- (c) The master schedule that is in effect 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 the control centre.

- (e) Where, due to changing business needs, the Company plans to change the master schedule at the control centre:
 - (i) the Company shall give the Association at least six months written notice of its plan;
 - (ii) the manager and/or his designates will meet with the Association's designates to discuss the Company's plans and the method of implementation that minimizes negative impact on employees;
 - (iii) the parties will use their best efforts to work together to develop an acceptable means of administering the revised master schedule; and
 - (iv) the Company will file with the Association the revised schedule.
- (f) Either party may give the other notice of its desire to discuss any policy or the need for a policy relating to the administration of the master schedule. Within 15 Days of such notice being delivered:
 - (i) the manager and/or his designates will meet with the Association's designates to discuss the issue;
 - (ii) the parties will use their best efforts to work together to resolve the issue; and
 - (iii) the Company will file with the Association any new or revised policy.
- (g) Where the parties' best efforts do not result in a mutually acceptable resolution under paragraph (e) or paragraph (f), the Company may make such policy changes as it requires to meet its business needs.
- (h) For the purposes of Article 28.00 (grievance procedure), an action taken by a supervisor or manager under a policy described in this clause shall

constitute a matter of application or administration of this agreement.

- (i) Each master schedule will specify the maximum number of consecutive 12-hour shifts an employee will be required to work. If, as a result of a schedule change, an employee works more consecutive 12-hour shifts than allowed under the master schedule, the employee will be paid at the overtime rate for each shift in excess of the allowed maximum. This entitlement affects only those shifts added by the schedule change, not the shifts an employee was, prior to change, scheduled to work.

15.16 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 their scheduled straight time hours when they work a full shift which begins between 1800 hours and 2000 hours Saturday.
- (b) When the fall time change occurs, employees will receive their scheduled straight time hours and one hour overtime when they work a full shift which begins between 1800 hours and 2000 hours Saturday.

ARTICLE 18.00 HOLIDAYS

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

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

Canada Day

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

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

18.03 Employees will be paid for a holiday only if:

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

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

- (a) at the overtime rate for the hours actually worked, and
- (b) the normal Day's pay as provided for their scheduled hours of work.

18.05 (a) When a holiday falls on an employee's regular Day off, that employee shall receive at their option:

- (i) holiday pay equal to the greater of the daily scheduled hours worked immediately before or immediately after the holiday, or,

(ii) an equivalent Day off with pay at a time that is mutually agreed by the employee and supervisor. If the Day off cannot be scheduled then the default is to pay out the holiday pay.

(b) Once the employee has made a decision to take either the holiday pay or a day off with pay and has confirmed this decision with their supervisor or designate, any change from the original decision will have to be mutually agreeable.

18.06 If a holiday falls on an employee's regularly scheduled Day of work and the employee is given that Day off, the employee will be paid for the previously scheduled hours of work for that Day at the normal hourly rate. No further action will be required to balance the normal wage with the hours of work scheduled.

ARTICLE 19.00 ANNUAL VACATION

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

After one year of Continuous Employment	120 hours
After eight years of Continuous Employment	160 hours
After 16 years of Continuous Employment	200 hours
After 25 years of Continuous Employment	240 hours

(b) Employees covered by this section who worked rotating shifts for more than 75 shifts in the previous calendar year will receive an additional 32 hours of vacation with regular pay in 2005 increasing to 40 hours in each subsequent year to recognize them for time they spend at work at shift-exchange times.

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

- (b) Employees covered by this clause may take up to 40 hours of vacation during their second six months of employment.
- (c) Employees covered by this clause may also take up to 40 hours leave of absence without pay during their second six months of employment.
- (d) The vacation and leave allowed by this clause are subject to agreement between employees and their immediate supervisors.

19.03 Part-time and Temporary Employees will be paid vacation pay in the amount of 6% of their regular pay.

19.04 Permanent Part-time Employees will be entitled to annual vacation with regular pay on a prorated basis and will be paid vacation pay for hours worked in excess of their normal hours. Vacation pay will not apply on overtime hours where premium overtime rates apply.

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

- (a) Vacations may be taken at any time during the calendar year by mutual agreement between the employee and the supervisor, provided, however, that the scheduling is arranged to suit the work schedules of the Company.
- (b) Employees may take up to five Days of their vacation one Day at a time with their supervisor or designate's approval. Where two or more Days are approved in the vacation schedule they will not be considered as part of the five Days.
- (c) In the year in which an employee qualifies for an increased vacation entitlement, the additional Days may be taken only after the employee's anniversary date for vacation entitlement. "Anniversary date" is the anniversary of the date an employee is appointed as a Probationary Employee or a Permanent Employee, whichever is earlier.

(d) If a holiday falls within an employee's vacation, the vacation time will be extended by one working Day, being equal to the greater of the daily scheduled hours worked immediately before or immediately after the vacation.

19.06 For the purposes of this article, and subject to clause 19.08, an employee remains continuously employed when on sick leave.

19.07 (a) Employees are entitled to full vacation entitlement only if they have worked 90 per cent of their regularly scheduled work hours in the year which ended on their most recent anniversary date.

(b) For the purpose of this clause, statutory holidays and annual vacation count as Days worked.

(c) Employees who have worked less than 90 per cent of their regularly scheduled work hours in the year which ended on their most recent anniversary date shall be entitled to a vacation on a prorated basis bearing the same relationship to their regular vacation entitlement as the number of hours worked bears to 90 per cent of their regularly scheduled work hours. An example of the calculation of prorated vacation entitlement can be found under the General Application section of this agreement.

19.08 Employees may apply in writing for permission to carry over any part of their vacation entitlement to the next year. Such application will be granted only if mutually acceptable to the employee and supervisor.

19.09 Employees will take their vacation in blocks made up of a whole shift. If the number of hours remaining in their vacation entitlement is less than a full shift, they shall receive a payout of the remaining entitlement.

ARTICLE 21.00 SHIFT DIFFERENTIAL

- 21.01 This article applies to employees who work straight or rotating shifts.
- 21.02 (a) In addition to any other pay to which they are entitled, employees will receive a shift differential payment for:
- (i) the regularly scheduled hours worked beyond eight hours of a regularly scheduled day shift;
 - (ii) each hour of a regularly scheduled evening shift or night shift.
- (b) The shift differential payment will be:
- (1) \$1.65 per hour in 2005
 - (2) \$1.70 per hour in 2006
 - (3) \$1.76 per hour in 2007
- (c) Future negotiated wage increases will be applied to the shift differential.
- 21.03 Payment of a shift differential is subject to the following conditions:
- (a) It will be paid only if the employee works the regularly scheduled shift.
 - (b) If an employee is receiving premium overtime pay on a regularly scheduled shift that attracts shift differential, the shift differential payment will be at the rate noted in 21.02(b).

Additional Terms

1. If an employee is given time off with pay (whether for compassionate reasons, sickness and accident indemnity or some other reason), compensation will be based on a normal work Day of eight hours.

2. 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.
3. If an employee owes time to the Company because of a shift schedule change, but is called out to work on his or her Day off, the time worked will be paid at overtime rates and not deducted from the time owed.

AE - SCHEDULE 46
Minimum Monthly (Hourly) Wage Ranges

Job Class Number	Job Title	Wage Range Effective Jan. 1, 2005 (3.5%)	Increment	Wage Range Effective Jan. 1, 2006 (3.0%)	Increment	Wage Range Effective Jan. 1, 2007 (3.25%)	Increment
460100	System Control Centre Assistant Operator	\$5416-\$5876 (\$31.13-\$33.77)	*\$230 (\$1.32)	\$5578-\$6052 (\$32.06-\$34.78)	*\$237 (1.36)	\$5759-\$6249 (\$33.10-\$35.91)	*\$245 (\$1.41)
460500	System Control Centre Operator	5650-6397 (32.47-36.76)	249 (1.43)	5821-6589 (33.45-37.87)	256 (1.47)	6011-6803 (34.55-39.10)	264 (1.52)

NOTES APPLYING TO ALL WAGE SCHEDULES

1. When increments are listed in a wage schedule, they are annual increments unless marked with an asterisk (*), in which case they are semi-annual.
2. When a salary range is set out for a Job Class, progression through the range will be annual (January) or semi-annual (January and July) to the range ceiling as provided by the particular schedule. Progression is subject to satisfactory performance, improved skills or knowledge required by the employee in the performance of the Job, possession of necessary tickets or certificates of technology graduation and successful completion of Company examinations. The words "Company examinations" shall refer to existing written examinations.
3. The following rules apply to new employees:
 - (a) The Company will place new employees within a salary range on the basis of market hiring rates.
 - (b) After a new employee successfully completes the probationary period, the employee will receive one increment. At the date of the first increment review (January 1 or July 1 as appropriate) following appointment to permanent staff, the increment adjustment as applicable will be retroactive to the date of appointment to permanent staff. This means that the employee will receive 1/12 or 1/6 (for annual or semi-annual review respectively) of the increment for each month since appointment to permanent staff. These increments will be subject to clause 2 of these notes. This provision is waived for apprentice employees listed in Schedule 54.
4. When an employee receives a promotion, the employee shall be placed within the new salary range at a rate which reflects an increase in wage no less than one increment in the range from which the employee was promoted. This does not apply in the case of progression Jobs.
5. If an employee is accepted under a Job Posting for a Job at a lower level, or is transferred to such a Job at their own request,

the employee will be paid at an appropriate level within the wage range for the lower-level Job Class.

12-Hour Shifts – JASPER GENERATING STATION MAINTENANCE TECHNICIANS

INTRODUCTION

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

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

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

Application

This applies to the maintenance technicians at the Jasper generating station who work 12-hour rotating shifts.

ARTICLE 15.00 HOURS OF WORK

15.02 Subject to the specific exceptions set out in this article; the normal hours of work for Jasper generating station rotating shift employees shall be as set out in the following table:

Normal Hours of Work Jasper Generating Station Rotating Shift

	Job Class 586800
Normal Work Day (paid)	8 to 12 hours (as per schedule)

Work Day to be scheduled between the hours of	0000-2400
Lunch period (unpaid) (maximum)	
Normal Work Week	40 hours per week averaged over shift cycle

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 Employees may exchange shifts, subject to the following rules:

- (a) The exchange must be approved by a supervisor or designate.
- (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.

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

- (b) A joint agreement will be put in writing and sent to the manager, human resources 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 (a) By joint agreement with his or her supervisor, an employee may take time off without pay.

- (b) Employees are encouraged, but not required, to provide as much advance notice as possible of a request for time off without pay, recognizing that the greater the notice, the more likely a supervisor can accommodate the employee's request.
 - (c) Supervisors will respond as soon as possible to a request under this clause.
 - (d) Supervisors will not unreasonably withhold approval for a request for time off without pay. However, nothing in this clause guarantees that such a request will be granted.
- 15.06
- (a) The Company and the Association wish to ensure that employees have enough rest between work periods to allow them to work safely. While this clause sets out specific provisions, they are not intended to remove the responsibility of supervisors and employees to ensure that work can be accomplished safely.
 - (b) If an employee works 16 or more hours in any 24-hour period, the employee shall be allowed eight consecutive hours of rest.
 - (c) An employee who, as a result of a call-out, works at any time between midnight and the time three hours before the start of his or her next regularly scheduled shift is entitled to have eight consecutive hours of rest beginning at the end of the work for which the employee was called out.
 - (d) If an employee's eight hours of rest under paragraph (b) or (c) extends into the last two hours of his or her next regularly scheduled shift, the employee shall not be required to work those hours.
 - (e) When an employee is at rest because of this clause, the employee will not suffer any loss of wages.

(f) When an employee is at rest because of this clause, the Company may request the employee to return to work. If it does make such a request, and the employee agrees to return, the employee will be paid, in addition to normal wages, an amount equal to his or her normal hourly rate for each hour worked during normal scheduled working hours during which the employee was entitled to be at rest.

(g) Hours of rest provided under this clause exclude travel time between the job site and the specified community, whether the travel is at the end of the work or travel to finish the next regularly scheduled shift.

15.07 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.

15.08 The Company will post the shift schedule covering, at minimum, the next 60 Days.

15.09 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.

15.10 If an employee's schedule is changed, a supervisor or designate 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.

15.11 This clause applies to employees during the portion of the shift schedule they are designated to work spare shifts.

- (a) Employees who are scheduled to work a day shift on a given Day must be given 48 hours notice if the Company reschedules them to work the night shift of that same Day. If the Company fails to give this notice, the employee will be paid at the overtime rate for the first such shift worked.

 - (b) Employees who are scheduled to work a night shift on a given Day must be given 48 hours notice if the Company reschedules them to work the day shift of that same Day. If the Company fails to give this notice, the employee will be paid at the overtime rate for the first such shift worked.

 - (c) Employees must be given 48 hours notice if the Company changes their schedule to require them to work on a Day that was previously scheduled to be a Day off. If the Company fails to give this notice, the employee will be paid at the overtime rate for the first shift worked.

 - (d) If an employee is scheduled to work an eight-hour spare and is rescheduled or called in to work a regular shift on the same Day, the employee will be paid at the overtime rate for those hours worked outside the hours the employee was originally scheduled to work.

 - (e) Subject to paragraph (e), an employee who is scheduled to work an eight-hour spare shift will be paid at the overtime rate for any hours worked beyond the scheduled hours.
- 15.12 (a) Employees working spares shall be scheduled to work a 12-hour shift. This does not apply to Jasper station employees who work a maintenance shift as part of their schedule.

- (b) The Company may change an employee's spare shift to eight hours by giving the employee 48 hours notice. If such notice is not given, then the employee will be paid at the normal rate for the originally scheduled 12 hours.
 - (c) An employee rescheduled to work an eight-hour spare can be rescheduled to work a 12-hour spare shift on 48 hours notice. If such notice is not given, then the employee will be paid at the overtime rate for any hours worked beyond the originally scheduled eight hours.
- 15.13
- (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 the overtime rate for the first two affected shifts.
 - (d) This clause does not apply to employees working on a spare shift.
- 15.14
- If a shift schedule change affects Days off in the 35-Day period following posting of the new schedule, the employee will be paid the overtime rate for the first five Days worked which, under the previous schedule, would have been Days off. This clause does not apply to operators working spares.
- 15.15
- (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 the Jasper generating station has a master schedule as well as policies

which govern how the master schedule is to be administered.

- (c) The master schedule that is in effect 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.
- (e) Where, due to changing business needs, the Company plans to change the master schedule:
 - (i) the Company shall give the Association at least six months written notice of its plan;
 - (ii) the Jasper generating station supervisor and/or his designates will meet with the Association's designates to discuss the Company's plans and the method of implementation that minimizes negative impact on employees;
 - (iii) the parties will use their best efforts to work together to develop an acceptable means of administering the revised master schedule; and;
 - (iv) the Company will file with the Association the revised schedule.
- (f) Either party may give the other notice of its desire to discuss any policy or the need for a policy relating to the administration of the master schedule. Within 15 days of such notice being delivered:
 - (i) the Jasper generating station supervisor and/or his designates will meet with the Association's designates to discuss the issue;
 - (ii) the parties will use their best efforts to work together to resolve the issue; and
 - (iii) the Company will file with the Association any new or revised policy.

- (g) Where the parties' best efforts do not result in a mutually acceptable resolution under paragraph (e) or paragraph (f), the Company may make such policy changes as it requires to meet its business needs.
 - (h) For the purposes of Article 28.00 (grievance procedure), an action taken by a supervisor or manager under a policy described in this clause shall constitute a matter of application or administration of this agreement.
 - (i) Each master schedule will specify the maximum number of consecutive 12-hour shifts an employee will be required to work. If, as a result of a schedule change, an employee works more consecutive 12-hour shifts than allowed under the master schedule, the employee will be paid at the overtime rate for each shift in excess of the allowed maximum. This entitlement affects only those shifts added by the schedule change, not the shifts an employee was, prior to change, scheduled to work.
- 15.16
- (a) If one or more units is 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.

15.17 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.

15.18 The following rules apply to all shift employees when changing from Mountain Standard Time to Mountain Daylight Time and vice versa:

- (a) When the spring time change occurs, employees will receive 12 hours straight time when they work a full shift which begins between 1800 hours and 2000 hours Saturday.
- (b) When the fall time change occurs, employees will receive 12 hours straight time and one hour overtime when they work a full shift which begins between 1800 hours and 2000 hours Saturday.

ARTICLE 18.00 HOLIDAYS

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

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

Canada Day

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

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

18.03 Employees will be paid for a holiday only if:

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

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

- (a) at the overtime rate for the hours actually worked, and
- (b) the normal Day's pay as provided for their scheduled hours of work.

18.05 (a) When a holiday falls on an employee's regular Day off, that employee shall receive at their option:

- (i) holiday pay equal to the greater of the daily scheduled hours worked immediately before or immediately after the holiday, or,
- (ii) an equivalent Day off with pay at a time that is mutually agreed by the employee and supervisor. If the Day off cannot be scheduled then the default is to pay out the holiday pay.

(b) Once the employee has made a decision to take either the holiday pay or a Day off with pay and has confirmed this decision with their supervisor or designate, any change from the original decision will have to be mutually agreeable

18.06 If a holiday falls on an employee's regularly scheduled Day of work and the employee is given that Day off, the employee will be paid for the previously scheduled hours of work for that Day at the normal hourly rate. No further action will be required to balance the normal wage with the hours of work scheduled.

ARTICLE 19.00 ANNUAL VACATION

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

After one year of Continuous Employment	120 hours
After eight years of Continuous Employment	160 hours
After 16 years of Continuous Employment	200 hours
After 25 years of Continuous Employment	240 hours

(b) Employees covered by this section who worked rotating shifts for more than 75 shifts in the previous calendar year will receive an additional 32 hours of vacation with regular pay in 2005 increasing to 40 hours in each subsequent year to recognize them for time they spend at work at shift-exchange times.

19.02 (a) Advance draws on vacation entitlement are available to Permanent or Probationary Employees who have

completed more than six months, but less than one year, of Continuous Employment.

- (b) Employees covered by this clause may take up to 40 hours of vacation during their second six months of employment.
- (c) Employees covered by this clause may also take up to 40 hours leave of absence without pay during their second six months of employment.
- (d) The vacation and leave allowed by this clause are subject to agreement between employees and their immediate supervisors.

19.03 Part-time and Temporary Employees will be paid vacation pay as in the amount of 6% of their regular pay.

19.04 Permanent Part-time Employees will be entitled to annual vacation with regular pay on a prorated basis and will be paid vacation pay for hours worked in excess of their normal hours. Vacation pay will not apply on overtime hours where premium overtime rates apply.

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

- (a) Vacations may be taken at any time during the calendar year by mutual agreement between the employee and the supervisor or designate, provided, however, that the scheduling is arranged to suit the work schedules of the Company.
- (b) Employees may take up to five Days of their vacation one Day at a time with their supervisor or designate's approval. Where two or more Days are approved in the vacation planning schedule they will not be considered as part of the five Days.
- (c) In the year in which an employee qualifies for an increased vacation entitlement, the additional Days may be taken only after the employee's anniversary date for vacation entitlement. "Anniversary date" is

the anniversary of the date an employee is appointed as a Probationary Employee or a Permanent Employee, whichever is earlier.

- (d) If a holiday falls within an employee's vacation, the vacation time will be extended by one working Day, being equal to the greater of the daily scheduled hours worked immediately before or immediately after the vacation.

19.06 For the purposes of this article, and subject to clause 19.08, an employee remains continuously employed when on sick leave.

19.07 (a) Employees are entitled to full vacation entitlement only if they have worked 90 per cent of their regularly scheduled work hours in the year which ended on their most recent anniversary date.

- (b) For the purpose of this clause, statutory holidays and annual vacation count as Days worked.

- (c) Employees who have worked less than 90 per cent of their regularly scheduled work hours in the year which ended on their most recent anniversary date shall be entitled to a vacation on a prorated basis bearing the same relationship to their regular vacation entitlement as the number of hours worked bears to 90 per cent of their regularly scheduled work-hours. An example of the calculation of prorated vacation entitlement can be found under the General Application section of this agreement.

19.08 Employees may apply in writing for permission to carry over any part of their vacation entitlement to the next year. Such application will be granted only if mutually acceptable to the employee and supervisor.

19.09 Employees will take their vacation in blocks made up of a whole shift. If the number of hours remaining in their vacation

entitlement is less than a full shift, they shall receive a payout of the remaining entitlement.

ARTICLE 21.00 SHIFT DIFFERENTIAL

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

21.02 (a) In addition to any other pay to which they are entitled, employees will receive a shift differential payment for:

(i) the regularly scheduled hours worked beyond eight hours of a regularly scheduled day shift;

(ii) each hour of a regularly scheduled evening shift or night shift

(b) The shift differential payment will be:

(1) \$ 1.65 per hour in 2005

(2) \$ 1.70 per hour in 2006

(3) \$ 1.76 per hour in 2007

(c) Future negotiated wage increases will be applied to the shift differential.

21.03 Payment of a shift differential is subject to the following conditions:

(a) It will be paid only if the employee works the regularly scheduled shift.

(b) If an employee is receiving premium overtime pay on a regularly scheduled shift that attracts shift differential, the shift differential payment will be at the rate noted in 21.02(b).

Additional Terms

1. If an employee is given time off with pay (whether for compassionate reasons, sickness and accident indemnity or

some other reason), compensation will be based on a normal work Day of eight hours.

2.
 - (a) The Company will establish an availability list, assigning employees to be available to come to work at any time from 90 minutes before until 60 minutes after the beginning of a shift.
 - (b) Employees listed on the availability list who are required to come to work will report for work at the beginning of the shift, or within one hour of the request.
 - (c) Employees listed on the availability list are not entitled to receive standby pay.
 - (d) Employees listed on the availability list for a given shift may not arrange for mutual coverage under clause 15.05 of the agreement for the same shift.
3. The parties understand that the eight-hour maintenance shift referred to in the amendments to the collective agreement actually covers an elapsed time of 8.5 hours, of which one-half hour shall be the lunch period.
4. If, as a result of a shift schedule change, an employee's normal work week has averaged less than 40 hours over the shift cycle, the Company is entitled to recover this time during the next shift cycle.

If an employee owes time to the Company because of a shift schedule change, but is called out to work on his or her Day off, the time worked will be paid at overtime rates and not deducted from the time owed.

AE – SCHEDULE 58

Minimum Monthly (Hourly) Wage Ranges

Job Class Number	Job Title	Wage Range Effective Jan. 1, 2005 (3.5%)	Increment	Wage Range Effective Jan. 1, 2006 (3.0%)	Increment	Wage Range Effective Jan. 1, 2007 (3.25%)	Increment
586800	Maintenance Technician	\$4980-\$5955 (\$28.62-\$34.22)	\$325 (\$1.87)	\$5129-\$6134 (\$29.48-\$35.25)	\$335 (\$1.93)	\$5296-\$6334 (\$30.44-\$36.40)	\$346 (\$1.99)

NOTES APPLYING TO ALL WAGE SCHEDULES

1. When increments are listed in a wage schedule, they are annual increments unless marked with an asterisk (*), in which case they are semi-annual.
2. When a salary range is set out for a Job Class, progression through the range will be annual (January) or semi-annual (January and July) to the range ceiling as provided by the particular schedule. Progression is subject to satisfactory performance, improved skills or knowledge required by the employee in the performance of the Job, possession of necessary tickets or certificates of technology graduation and successful completion of Company examinations. The words "Company examinations" shall refer to existing written examinations.
3. The following rules apply to new employees:
 - (a) The Company will place new employees within a salary range on the basis of market hiring rates.
 - (b) After a new employee successfully completes the probationary period, the employee will receive one increment. At the date of the first increment review (January 1 or July 1 as appropriate) following appointment to permanent staff, the increment adjustment as applicable will be retroactive to the date of appointment to permanent staff. This means that the employee will receive 1/12 or 1/6 (for annual or semi-annual review respectively) of the increment for each month since appointment to permanent staff. These increments will be subject to clause 2 of these notes. This provision is waived for apprentice employees listed in Schedule 54.
4. When an employee receives a promotion, the employee shall be placed within the new salary range at a rate which reflects an increase in wage no less than one increment in the range from which the employee was promoted. This does not apply in the case of progression Jobs.
5. If an employee is accepted under a Job Posting for a Job at a lower level, or is transferred to such a Job at their own request,

the employee will be paid at an appropriate level within the wage range for the lower-level Job Class.

LETTER OF UNDERSTANDING

RE: JOB POSTING

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

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

Article 14.01 makes provision that "first consideration" will be given on applications for a Job Posting to members of the bargaining unit. It is agreed that for the purposes of this agreement that the bargaining unit referred to in Article 14.01 will be composed of the six (6) bargaining units (composite bargaining unit) who represent the employees of ATCO Electric, Yukon Electrical Company Limited and Northland Utilities (NWT) Limited and ATCO I-Tek Business Services Ltd., Northland Utilities (Yellowknife) Limited and ATCO Power. Those six (6) bargaining units will be treated as one (1) unit in respect to this Article. For all Job Postings, the Corporation will therefore hire through the posting procedures in respect to the composite bargaining unit, provided a suitable candidate meets the minimum Job requirements. If a suitable candidate cannot be hired, then the Corporation will have the right to hire externally.

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

- (a) Northland Utilities (NWT) Limited, its Employees' Association, Yukon Electrical Company Limited, its Employees' Association, ATCO I-Tek Business Services Ltd., its Employees' Association, Northland Utilities (Yellowknife) Limited, its Employees' Association, ATCO Power and its Employees' Association must enter into agreements that are in substance identical to the above;
- (b) No employee of Yukon Electrical Company Limited, Northland Utilities (NWT) Limited, ATCO I-Tek Business Services Ltd., Northland Utilities (Yellowknife) Limited and ATCO Power will have a right to grievance under the ATCO Electric - Canadian Energy Workers Association Collective Agreement;
- (c) The Corporation will not appoint a member of the Association to a bargaining unit Job (not governed by the Collective Agreement). This means that the Corporation cannot appoint a member of the Association into a bargaining unit Job in respect to Yukon

Electrical Company Limited, Northland Utilities (NWT) Limited, ATCO I-Tek Business Services Ltd., Northland Utilities (Yellowknife) Limited or ATCO Power. This limitation, however, does not apply so as to restrict the Corporation from promoting a member of the Association into a management Job.

- (d) In the event that the size of the bargaining units at ATCO Electric, Yukon Electrical Company Limited, ATCO I-Tek Business Services Ltd., Northland Utilities (NWT) Limited, Northland Utilities (Yellowknife) Limited or ATCO Power should increase by more than fifty (50%) percent, it is understood that this Letter of Understanding may be revised or terminated on thirty (30) Days notice in writing given by either party to the other.
- (e) This letter of understanding will be terminated 60 Days after written notice is given by one of the following to all of the others:
 - (1) Canadian Energy Workers Association Chapter 101
 - (2) ATCO Electric Limited
 - (3) Canadian Energy Workers Association Chapter 102
 - (4) ATCO Power
 - (5) Canadian Energy Workers Association Chapter 103
 - (6) ATCO I-Tek Business Services Ltd.
 - (7) Canadian Energy Workers Association Chapter 104
 - (8) Northland Utilities (Yellowknife) Limited
 - (9) Northland Utilities Employees' Association
 - (10) Northland Utilities (NWT) Limited
 - (11) Yukon Electrical Employees' Association
 - (12) Yukon Electrical Company Limited

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

on behalf of ATCO Electric Ltd.

on behalf of Canadian Energy
Workers Association

LETTER OF AGREEMENT

RE: SEVERANCE PROVISIONS

1. Subject to section 2 of this letter of agreement, a permanent employee (including a permanent part-time employee) whose employment is terminated under Article 34.00 of this agreement shall receive severance pay in lieu of notice of not less than the amount achieved by adding the entitlements under paragraphs (a) and (b) of this section:
 - (a) An amount for length of service, calculated as follows:
 - (i) Where an employee has less than five years of continuous service with the Company – 2.2 weeks of regular pay for each year of service;
 - (ii) Where an employee has more than five years but less than 10 years of continuous service with the Company – 2.4 weeks of regular pay for each year of service;
 - (iii) Where an employee has more than 10 years but less than 15 years of continuous service with the Company – 2.6 weeks of regular pay for each year of service;
 - (iv) Where an employee has more than 15 years but less than 20 years of continuous service with the Company – 2.8 weeks of regular pay for each year of service; or
 - (v) Where an employee has more than 20 years of continuous service with the Company - 3.0 weeks of regular pay for each year of service.
 - (b) An amount in consideration of an employee's age, calculated as follows:
 - (i) Where an employee is between 50 and 54 years of age at the time of termination – four weeks of regular pay; or

(ii) Where an employee is 55 years of age or older at the time of termination – six weeks of regular pay.

2. The following additional rules apply in calculating the minimum amount of severance pay to an employee terminated under Article 34.00 of the agreement:

- (a) Fractional years of service shall be used in calculating the payments under clause 1. For example, if an employee has 4.5 years of service, the calculation would be 4.5 years x 2.2 weeks/year = 9.9 weeks of regular pay.
- (b) The amount of severance pay shall not be less than eight weeks of regular pay.
- (c) Subject to paragraph (d), the Company shall not be required to offer more than 60 weeks of regular pay.
- (d) Where an employee is entitled to at least 60 weeks' regular pay by virtue of paragraph 1(a) of this letter of agreement, and the employee is aged 50 years or more at the time of termination, the employee shall be entitled to 64 or 66 weeks of regular pay, depending on age, as per 1 (b).

3. In addition to the amounts payable under paragraphs 1 or 2, an employee terminated under Article 34.00 of the agreement shall be entitled to a payment of between 10 and 12% of the severance amount in lieu of extended benefits.

on behalf of ATCO Electric Ltd.

on behalf of Canadian Energy
Workers Association

LETTER OF AGREEMENT

RE: PENSION AND BENEFITS

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

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

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

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

on behalf of ATCO Electric Ltd.

on behalf of Canadian Energy
Workers Association

LETTER OF AGREEMENT

RE: JOB-EXCHANGE

During the term of this agreement, the parties have endorsed the concept of Job exchanging. The concept of Job exchanging is to provide employees with an opportunity to gain a broader work experience by trying out a different Job within the company. The discussion was initiated in response to the following:

- Many employees have been in their same position for a number of years.
- Employees have expressed interest in obtaining exposure and experience in other Job functions within the company.
- There are limited opportunities to make wholesale career changes without having the required skills and experience for certain positions.
- Job exchanging may allow an employee to determine if in fact they wish to change careers, or work in a different department within the company.
- Encourages employees to take responsibility for their own career development.
- Job exchanging may instill motivation and provide a fresh outlook for employees.
- The respective departments involved in a Job-exchange arrangement will have added experience from another function with the company and gain an employee with new insights and ideas.
- Job exchanging may facilitate cross-functional training and expand our workforce of skilled and trained employees.

The Parties are mindful that these arrangements may not be easily accommodated and that there are potential impacts during the initial transition period of a Job-exchange. To minimize the impacts and to support the success of these arrangements, the following terms and conditions will apply for all Job-exchange arrangements:

1. Two employees in the same Job Class may apply to the Company for permission to exchange-Jobs providing each is fully qualified to perform the duties of each other's Job.

2. The two employees must be in the same geographic work location. (Relocations to another community are not permitted.)
3. The employees participating in the Job-exchange arrangement shall wherever possible arrange to cross-functional train and support each other on their own time.
4. The Company is not obligated to agree to such a request.
5. If the Company agrees to such a request, the two employees, their managers and the Company shall sign a Job-exchange agreement.
6. The Job-exchange agreement will set out the terms of the arrangement, including the length of the exchange, and the right of either employee to withdraw from the arrangement upon providing two weeks written notice.
7. The Job-exchange agreement will also include the company's right to terminate or temporarily suspend the arrangement if it proves unsatisfactory and will explain why to the employees. In the event of a termination of the agreement the company will provide two weeks written notice. Where operational requirements demand, the agreement may be suspended immediately.
8. The Company will send the Association a copy of the Job exchange agreement.

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

on behalf of ATCO Electric Ltd.

on behalf of Canadian Energy
Workers Association

LETTER OF AGREEMENT

RE: VACUUM OIL PROCESSOR OPERATION

Introduction

In order to perform the vacuum oil processor maintenance function, 24 hour coverage is required. As there are no provisions in the collective agreement for a 24 hour rotating shift schedule to perform this work, the parties have agreed that the following document shall be inserted as a "Letter of Agreement" to the contract. This letter shall remain in effect for the term of this contract.

The parties agree that if there are any problems in interpretation of the contract as a result of this "Letter of Agreement", these problems will first be addressed by the employees and their supervisor at the local level. Unresolved matters of interpretation and application of the contract or this "Letter of Agreement" will be referred to the Employee Relations Council.

Application

1. This Letter of Agreement applies to the power systems electrician (job class 584100) and electrical technologists (job classes 585100, 300, 500, & 800) in ATCO Electric.
2. This Letter of Agreement and agreed to terms is solely intended to be used for work that is performed in the vacuum oil processor operation.

Changes to Agreement

For those employees to whom this Letter of Agreement applies, all provisions of the collective agreement apply, except for as follows:

1. The normal hours of work in a day to perform the oil processor operation may be scheduled between the hours of 0000-2400.
2. For the hours worked between 1900-0500 a vacuum oil processing premium of \$5.00 per hour shall be applied to the employee's

normal hourly rate. This premium pay does not apply to overtime hours.

3. The maximum number of times that an employee may be scheduled to perform the oil processing function outside of the normal hours is 12 times per calendar year.
4. Due to the nature of vacuum filling, many variables can affect the scheduling of the employees. Flexibility is required to accommodate unforeseen changes in the Job. The supervisors and employees require the flexibility to change their schedules, without the 48 hour notice, providing both parties agree.

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

on behalf of ATCO Electric Ltd.

on behalf of Canadian Energy
Workers Association

LETTER OF AGREEMENT

RE: TEMPORARY ASSIGNMENT OF PERMANENT EMPLOYEES

The parties agree that permanent employees may be temporarily assigned to meet operational requirements or to accommodate an employee's personal need.

For the purpose of this letter of agreement, a temporary assignment is defined as a temporary change in primary duties and/or work location.

To ensure that temporary assignments are administered appropriately, all assignments with a term greater than three months will be documented with the following:

1. Reasons for the temporary assignment.
2. Nature of the assignment.
3. Term (duration).
4. Employee's current job class and job class to which they are being temporarily assigned.
5. Location of the assignment.
6. Provisions for meals, travel, and accommodation expenses (if applicable).
7. Provisions for what will happen upon completion of the assignment.

The company will, after discussing the assignment with the employee, provide a copy of the proposed assignment terms to the employee and the Association. The Association will have the opportunity to discuss the temporary assignment with the employee and as appropriate may provide recommendations to the employee and/or Company. A final copy of the assignment will be placed in the employees personnel file with a copy sent to the employee and the Association.

The Company will maintain a record of all temporary assignments that are over three months in duration and at the request of the Association will provide a current listing of the existing temporary assignments.

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

on behalf of ATCO Electric Ltd.

on behalf of Canadian Energy
Workers Association

LETTER OF AGREEMENT

RE: OUR COMMITMENT TO HEALTH AND WELLNESS

Health and wellness is key to the well being of employees and essential to help maintain a safe work environment. ATCO Electric and CEWA are therefore committed to fostering employee health and wellness.

ATCO Electric and CEWA will demonstrate and sustain this commitment by:

- Establishing the Health and Wellness Committee (HWC).
- The HWC is sponsored by the corporate Health, Safety & Environment Management Committee.
- The HWC will be made up of Company and CEWA representatives.

The purpose of the HWC is to:

- Develop strategy regarding health and wellness program development that benefits both the company employees and our customers.
- Seek input to the strategy from our employees and our customers.
- Investigate, review and assess potential health and wellness programs.
- Blend health and wellness into regular programs
- Communicate the purpose and efforts of the committee to employees.
- Be a vehicle to gather issues and ideas related to health and wellness.

The management of our employee's health and wellness is an ongoing process in which all employees must play an active role.

Sett Policicchio
VP E&C

Jim Findlay
CEWA Chapter 101 President.

LETTER OF AGREEMENT

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 administered within the ATCOFlex Plan.

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

on behalf of ATCO Electric Ltd.

on behalf of Canadian
Energy Workers Association

LETTER OF AGREEMENT

**RE: ADDITIONAL PERSONAL DAYS
(SCHEDULES 49A, 49B and 50 ONLY)**

During the term of this agreement, Permanent and Permanent Part-time employees in wage Schedules 49A, 49B and 50 will be provided with two additional days of personal leave. These days are in addition to the two personal days provided for in Article 42.00 – Personal Days.

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

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

on behalf of ATCO Electric Ltd.

on behalf of Canadian
Energy Workers Association