

Agreement

between

ATCO Electric

and

Canadian Energy Workers Association

January 1, 2008 to December 31, 2009

AGREEMENT

THIS AGREEMENT made as of the first day of January A.D. 2008 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.

Table of Contents

ARTICLE 1.00	TERM OF AGREEMENT	7
ARTICLE 2.00	DEFINITIONS AND INTERPRETATION	7
ARTICLE 3.00	TEMPORARY AND PERMANENT PART-TIME EMPLOYEES	9
ARTICLE 4.00	JOB-SHARING	10
ARTICLE 5.00	JOB-SPLITTING	10
ARTICLE 6.00	SECTIONS AND LETTERS OF AGREEMENT	11
ARTICLE 7.00	RECOGNITION AND APPLICATION	12
ARTICLE 8.00	VIOLENCE, HARASSMENT AND DISCRIMINATION	12
ARTICLE 9.00	RIGHTS OF MANAGEMENT	12
ARTICLE 10.00	CONTINUITY OF SERVICE	13
ARTICLE 11.00	PROBATIONARY PERIOD	13
ARTICLE 12.00	TEMPORARY ASSIGNMENT TO HIGHER CLASSIFICATION	14
ARTICLE 13.00	JOB CLASSES, EVALUATIONS AND ASSESSMENTS	16
ARTICLE 14.00	JOB POSTING AND JOB PROGRESSION	20
ARTICLE 15.00	HOURS OF WORK	24
ARTICLE 16.00	OVERTIME	24
ARTICLE 17.00	CONVERTING MONTHLY SALARY TO HOURLY RATE	25
ARTICLE 18.00	HOLIDAYS	26
ARTICLE 19.00	ANNUAL VACATION	26
	PRO-RATED VACATION ENTITLEMENT CALCULATION	26
ARTICLE 20.00	CALL OUT	27
ARTICLE 21.00	SHIFT DIFFERENTIAL	28
ARTICLE 22.00	STANDBY	28
ARTICLE 23.00	HEIGHT PAY	30
ARTICLE 24.00	BOARD AND LODGING	30
ARTICLE 25.00	BEREAVEMENT LEAVE	32
ARTICLE 26.00	TERMINATION OF SERVICE	32
ARTICLE 27.00	MATERNITY AND PARENTAL LEAVE	32
ARTICLE 28.00	GRIEVANCE PROCEDURE	34
ARTICLE 29.00	POLICY GRIEVANCES	40
ARTICLE 30.00	ASSOCIATION DUES	41
ARTICLE 31.00	NOTICES	41
ARTICLE 32.00	EMPLOYEE RELATIONS COUNCIL	41
ARTICLE 33.00	LAYOFFS	42
ARTICLE 34.00	REDUCTION OF STAFF	43
ARTICLE 35.00	CONTRACT ARBITRATION	44
ARTICLE 36.00	SELF-FINANCED LEAVE	45
ARTICLE 37.00	DISCIPLINE	45
ARTICLE 38.00	TICKET BONUS	46

ARTICLE 39.00	WAIVER OF SPECIFIC CLAUSES	46
ARTICLE 40.00	CONTRACTING OUT	47
ARTICLE 41.00	EXTENSIVE OVERNIGHT ABSENCES	48
ARTICLE 42.00	PERSONAL DAYS	48
ARTICLE 43.00	COMPASSIONATE CARE LEAVE	49

OFFICE EMPLOYEES 51

ARTICLE 15.00	HOURS OF WORK	52
ARTICLE 18.00	HOLIDAYS	54
ARTICLE 19.00	ANNUAL VACATION	56
SCHEDULE 42		58
SCHEDULE 49A	(NON-EDMONTON, 37.5-HOUR WORK WEEK)	59
SCHEDULE 49B	(NON-EDMONTON, 40-HOUR WORK WEEK)	61
SCHEDULE 50	(EDMONTON, 37.5-HOUR WORK WEEK)	62
SCHEDULE 51A	(EDMONTON, 37.5-HOUR WORK WEEK)	63
SCHEDULE 51B	(NON-EDMONTON, 40-HOUR WORK WEEK)	63
SCHEDULE 53		64
NOTES APPLYING TO WAGE SCHEDULES		64

TECHNICAL & TRADES 66

ARTICLE 15.00	HOURS OF WORK	67
ARTICLE 18.00	HOLIDAYS	72
ARTICLE 19.00	ANNUAL VACATION	74
ARTICLE 23.00	HEIGHT PAY	76
SCHEDULE 45		77
SCHEDULE 46		77
SCHEDULE 54,	APPRENTICESHIP JOBS	78
SCHEDULE 55		80
SCHEDULE 57		81
SCHEDULE 58		82
NOTES APPLYING TO WAGE SCHEDULES		84

SYSTEM CONTROL CENTRE ROTATING SHIFTS 86

ARTICLE 15.00	HOURS OF WORK	87
ARTICLE 18.00	HOLIDAYS	93
ARTICLE 19.00	ANNUAL VACATION	95
ARTICLE 21.00	SHIFT DIFFERENTIAL	97
SCHEDULE 46		99

JASPER GENERATING STATION 101

ARTICLE 15.00	HOURS OF WORK	102
ARTICLE 18.00	HOLIDAYS	109
ARTICLE 19.00	ANNUAL VACATION	110
ARTICLE 21.00	SHIFT DIFFERENTIAL	112
SCHEDULE 58		114
NOTES APPLYING TO WAGE SCHEDULES		114

LETTERS OF AGREEMENT 116

RE: JOB POSTING	117
RE: SEVERANCE PROVISIONS	119
RE: PENSION AND BENEFITS	121
RE: JOB EXCHANGE	122
RE: VACUUM OIL PROCESSOR OPERATION	124
RE: TEMPORARY ASSIGNMENT OF PERMANENT EMPLOYEES	126
RE: OUR COMMITMENT TO HEALTH AND WELLNESS	128
RE: VACATION FOR NEW HIRES	129

ARTICLE 1.00 TERM OF AGREEMENT

- 1.01 This collective agreement remains in force from January 1, 2008 to December 31, 2009 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 collective agreement, it must give the other party notice, on or before September 15, in the final year of the collective agreement.
- 1.03 If either party wishes to negotiate and enter into another collective agreement to replace this collective agreement, the parties shall meet and exchange proposals, no later than September 15, in the final year of the collective agreement. The parties will then undertake negotiations for a new collective agreement.
- 1.04 If the parties have not resolved all issues through negotiations by October 31 in the final year of the collective agreement, a new collective agreement will be concluded and will become effective November 1 of that year. That collective agreement will contain the following items:
- (a) the previous collective agreement with amendments to the extent agreed upon in negotiations
 - (b) lists of all unresolved matters, prepared by each party, that indicate those items either party wishes to have made retroactive
 - (c) an article identical to Article 35.00 of this collective agreement.

That collective 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 collective 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 collective agreement,

"Association" means the Canadian Energy Workers Association.

"Casual Employee" means an employee who does not work for the Company for more than 32 Days in any three-month period and an employee who performs janitorial work in district offices.

"Company" means ATCO Electric Ltd.

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

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

"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 that invites applications for a vacant Job or a new Job.

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

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

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

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

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

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

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

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

- 2.02 Headings used throughout this collective agreement are inserted for reference purposes only and are not to be relied on in interpreting the collective agreement.
- 2.03 Where singular or masculine terms are used in this collective 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 A Temporary Employee, other than those working on a special, limited-term project, cannot work more than 60 percent of the normal hours per year for the Job in which he is placed.
- 3.02 The regularly scheduled hours of a Permanent Part-time Employee will not be more than 80 percent of the normal hours (on an annual basis) for the Job in which he is placed. Any overtime hours worked do not count toward the 80 percent calculation.
- 3.03 A Permanent Part-time Employee may be required to work more than his regularly scheduled (**pre-set**) hours of work. When he does, he will be paid at his regular hourly rate of pay for time worked up to the normal hours for his Job Class.
- 3.04 The Company will not use a Temporary or Permanent Part-time Employee 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.

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 that:
 - (a) provide at least the same number of hours of work per week
 - (b) provide at least the same hourly rate of pay
 - (c) are 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 related ability, education and Job-related experience and performance (not in order of priority).

ARTICLE 6.00 SECTIONS AND LETTERS OF AGREEMENT

- 6.01 The tabbed sections of the collective agreement, inclusive of the wage schedules, together with the notes applying to these schedules and any letters of agreement, form part of this collective agreement.
- 6.02 Any changes to this collective 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 collective 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 collective agreement does not apply to Casual Employees.

ARTICLE 8.00 VIOLENCE, HARASSMENT AND DISCRIMINATION

- 8.01 The Company and Association will make every reasonable effort to ensure an employee is able to work in an environment free from violence, harassment and discrimination.
- 8.02 The Company and Association will not discriminate against an employee on any basis prohibited by the *Alberta Human Rights, Citizenship and Multiculturalism Act*.
- 8.03 The Company will not discriminate against an employee because of his connection with the Association or activities related to the Association that are permitted by the Company, sanctioned by the collective agreement or in accordance with rights and privileges defined in the Labour Relations Code or the Employment Standards Code. The Association will not discriminate against an employee because of non-membership in the Association or in accordance with rights and privileges defined in the Labour Relations Code or the Employment Standards Code.

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 collective agreement and, in general, retains the residual rights of management.

- 9.03 Only specific provisions of this collective 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 An employee 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 person is hired for a permanent Job, the probationary period will be reduced as follows:

- (a) If the person has been employed by the Company in the same Job, the probationary period will be reduced by the period of time worked in that Job.
- (b) 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.
- (c) 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 that has a higher maximum rate of pay than the employee's current Job.
- (b) Any such assignment shall be in writing.
- (c) For temporary assignments to a higher classification that have a term greater than three months, the documentation shall be in accordance with the Letter of Agreement - Temporary Assignment of Permanent Employees.

12.02

- (a) When an employee is temporarily assigned to a Job that is covered by this collective agreement, the employee's rate of pay while so assigned shall be calculated, from the first Day, as follows:
 - (i) The rate shall usually be equal to the employee's normal pay plus one increment, as identified for the employee's normal Job.
 - (ii) If the rate set out in sub-paragraph (i) is less than the minimum of the salary range for the Job to

which the employee is assigned, the employee shall be paid the minimum rate for that Job.

(iii) If the rate set out in sub-paragraph (i) is higher than the maximum of the salary range for the Job to which the employee is assigned, the employee shall be paid the maximum rate for that Job.

(b) While acting in a Job to which this clause applies, the employee's salary in the acting Job will be used as the basis for overtime and any other payment that relates to the employee's hourly rate of pay.

12.03

(a) An employee who is temporarily assigned to a Job that is outside the scope of this collective agreement will be paid, from the first Day, at a rate of five percent higher than the employee's normal pay.

(b) Prior to the temporary assignment taking effect, the employee and supervisor will sign a written agreement that outlines any additional increment (not to exceed five percent) that may be payable during the temporary assignment and the time and conditions under which such payment shall be made.

(c) While acting in a Job to which this clause applies, the employee's salary in the acting Job will be used as the basis for overtime and any other payment that relates to the employee's hourly rate of pay.

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

(a) the employee has been in the temporary assignment for at least 30 Days before the vacation or sick leave and

(b) the employee continues the temporary assignment following the employee's return from annual vacation or sick leave.

12.05 An employee who remains in a temporary assignment for more than one year will receive the increments that would be awarded to an employee in the Job to which the temporary assignment has been made, so long as the employee remains in that Job. This is

not to be deemed as a change in the employee's permanent Job Class.

- 12.06 An employee serving in a temporary assignment is entitled to receive the increments he would have received in his regular Job.
- 12.07 For salary administration purposes, an employee who remains in a temporary assignment to a higher classification for more than 18 months will have his temporary assigned pay added to his base salary on the payroll system. The new temporary salary will be effective immediately following the 18 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 collective 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 Jobs should fall within the scope of this collective agreement. In these discussions, the parties will be guided by any criteria that have been agreed upon between them.

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

Assessments

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

- (a) An employee may request that his Job be assessed by sending a written request and a position fact sheet to 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.
- (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 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

450100 Real Time Systems Analyst I
460100 System Control Centre
Assistant Operator
490000 Clerk I
490001 Clerk Typist A
490010 Clerk I
490011 Clerk Typist A
500000 Clerk I
500001 Clerk Typist A
510000 Draftsman- Trainee
510100 Draftsman I
510110 Draftsman I
511100 Engineering Assistant I
511110 Engineering Assistant I
530100 Customer Service
Representative I
531100 District Service Representative I
535000 Land Agent Entry
570100 Warehouseman
573000 Equipment Operator - Entry
580200 Power Line Surveyor Entry
581101 Meter Technologist Entry
581102 Communication Technologist
Entry
585100 Electrical Technologist Entry
585101 Technical Resources
Technologist Entry
585102 Mechanical Technologist Entry

PROGRESSION TO

450300 Real Time Systems Analyst II
460500 System Control Centre Operator
490100 Clerk II
490202 Clerk Typist B
490110 Clerk II
490212 Clerk Typist B
500100 Clerk II
500202 Clerk Typist B
510100 Draftsman I
510500 Draftsman II
510510 Draftsman II
511300 Engineering Assistant II
511310 Engineering Assistant II
530300 Customer Services
Representative II
531200 District Service Representative II
535100 Land Agent
570300 Senior Warehouseman
573100 Equipment Operator
580400 Power Line Surveyor
581301 Meter Technologist Qualified
581302 Communication Technologist
Qualified
585300 Electrical Technologist Qualified
585301 Technical Resources
Technologist Qualified
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 Agreement – Job Posting in this collective agreement.

- 14.02 The Company will issue a Job Posting whenever there is a vacancy in a permanent Job or a new permanent Job is created that is within the scope of this collective agreement, subject to Clause 14.03.
- 14.03 The Company is not required to issue a Job Posting:
- (a) for Job progressions as Job progression does not constitute a new or vacant Job
 - (b) before hiring a Part-time Employee or a Temporary Employee
 - (c) if a Job has been assessed or evaluated to a Job Class with a higher maximum wage rate and the person who held the Job before the assessment or evaluation remains in the Job
 - (d) when the Company decides that a vacant permanent Job will not be filled
 - (e) under circumstances outlined in 14.08.
- 14.04 The Company will inform the Association when it decides a vacant permanent Job will not be filled.
- 14.05 The Company will **post** a Recruitment Report that provides information about Job Postings on the Company's intranet. A copy of the Recruitment Report will also be forwarded to the Association monthly. Local management will meet with an Association representative to review vacancies in the area and discuss how workload will be managed.
- 14.06 Job Postings will be placed on bulletin boards throughout the Company and remain there for 14 Days. A copy of the Job 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 Job Posting will also list the qualifications required for progression. The Job 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 Job for which a Job Posting was issued and
 - (ii) that employee's successor is selected as a result of a Job Posting,

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

- (b) The Company will issue a bulletin board notice advising of a Job vacancy under this clause, even when it is not required to post the vacancy.
- (c) Unless an appointment is a lateral move within the same Job Class, the following lead Jobs under technical and trades will be excluded from 14.08.

- (i) .
 - 558500 Power Line Technician Team Lead – Line
 - 559500 Power Line Technician Team Lead – Service
 - 581801 Meter Technologist, Team Leader
 - 581802 Communication Technologist, Team Leader
 - 587900 Lead Equipment Mechanic
 - 586901 Lead Maintenance Technician
 - 585800 Electrical Technologist, Team Leader
 - 585801 Technical Resources Technologist, Team Leader
 - 580600 Power Line Surveyor, Team Leader
 - 585802 Mechanical Technologist, Team Leader
- (ii) The Company will inform the Association before it makes the decision to move an employee in a lead Job laterally within the same Job Class.

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 that has been posted. If it decides to fill the Job, it will attempt to make its selection within 30 Days of the close of the Job Posting.
- 14.13 When the Company fills a posted Job, it will, within two Days of the selection (excluding Saturday, Sunday and holidays), send a notice to all applicants by Company mail.
- 14.14
- (a) An employee who applied for, but was not selected for, a posted Job may ask for reasons for not being selected.
 - (b) The request will be in writing and will be sent to the person named as the information contact in the 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 that has a higher maximum rate of pay than their current Job.
- 14.16 When an employee is to take up a new Job as a result of a Job Posting, the change will take place within four weeks of the employee's selection for the Job, 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.

ARTICLE 15.00 HOURS OF WORK

Refer to the appropriate section; 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) An employee who is instructed or directed to participate in an activity outside his normal hours of work will be paid at the overtime rate for any time that exceeds his normal hours of work.

- (b) An employee who volunteers to participate in an activity outside his normal hours of work shall not receive any compensation for any time that exceeds his 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 an employee. 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 an employee to undertake such work or activities. An employee may accept or decline such an invitation. Where an employee accepts such an invitation, the Company will pay the employee at his normal rate of pay for any time that exceeds his 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, an employee will be scheduled to travel during his 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, the employee will be paid for travel time that exceeds his normal working hours as follows:

- (a) straight time rate for Nisku training (field or Nisku delivered), interviews and mutual benefit and optional/developmental activities under 16.02(c)
- (b) 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 a 7.5-hour employee 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 an 6-hour employee 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:

$$365 \text{ Days} - 52 \text{ Sundays} - 52 \text{ Saturdays} = 261 \text{ Days per year}$$

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

ARTICLE 18.00 HOLIDAYS

Refer to the appropriate section; 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 section; i.e., Office Employees, Technical & Trades, System Control Centre Rotating Shift and Jasper Generating Station Rotating Shift.

PRO-RATED VACATION ENTITLEMENT CALCULATION

Assumptions

- There are 261 Working Days in a year, including statutory holidays for which the employee is paid (365 Days in a year - 104 Saturdays and Sundays = 261 Working Days).
- The employee's normal annual vacation entitlement is four weeks or 20 Days.
- The employee missed 70 regularly scheduled Working Days in the year because he was on short term disability.

Pro-rated Annual Vacation Calculation

Working Days - # of Regularly Scheduled Working Days Missed
90% of Working Days

= 261 Working Days - 70 Days
235 Working Days

= 0.813

Vacation Entitlement

0.813 x Normal Vacation Entitlement (20 Days)

= 0.813 x 20 Days

= 16.25 Days

The employee is entitled to 17 Days of vacation. (Always round up the number.)

ARTICLE 20.00 CALL OUT

20.01 An employee will be paid at the overtime rate when called out to perform work outside his normal working hours.

20.02

- (a) An employee who is called out within two hours of the start of the employee's regularly scheduled Working 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 Working 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.
- (d) An employee who is called out within three hours of the start of his regularly scheduled Working Day or shift and works continuously into his regularly scheduled hours will be paid:
 - (i) the overtime rate for time worked prior to his regularly schedule start time

- (ii) straight time for regularly scheduled hours worked.
- (e) An employee who is called out between the time of eight hours prior to his regularly scheduled start time and three hours prior to his regular start time and who works continuously into his regularly scheduled hours will be paid:
 - (i) the overtime rate for all hours worked prior to his regularly scheduled start time
 - (ii) straight time overtime plus his regular pay (double time equivalent) for all regularly scheduled hours worked. This rate applies until the employee is relieved from duty.

20.03 An employee who is called out is deemed to be on duty for the minimum period set out in Clause 20.02 or until the work for which he has 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) \$27.88 during the calendar year 2008
 - \$29.34 during the calendar year 2009

when standby begins on a regularly scheduled Working Day;

- (ii) \$72.81 during the calendar year 2008
\$76.63 during the calendar year 2009

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.
- (d) An employee who is scheduled by the Company to standby for more than 150 Days in a calendar year shall be paid 2.5 times the applicable rate set out in paragraph (a) for every Day he is scheduled to standby after the 150th Day.

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 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 Working 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. the following Day.

- (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 an employee working away from his 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 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 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:

	2008/2009
Breakfast	\$10.00
Lunch	\$12.00
Dinner	\$22.00

- (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 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 Home Base overnight will be paid \$6.00 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 Working Day or shift, the Company shall provide the employee with a meal.
 - (d) If the employee takes a meal break on site, the break does not exceed 30 minutes and the employee continues working after the meal break, the employee will be paid at the overtime rate for the meal break.
 - (e) In lieu of providing the meals set out in this article, the Company may, at its option, pay an employee 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 spouse's), grandchild, step-relatives at the same levels, dependent relative living in the employee's household and an employee's child's other parent (not residing in the same 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 shared by the employees.

Notice Requirements

- An employee must give the Company at least six weeks written notice to start maternity or parental leave.
- An employee must provide at least four weeks written notice to return to work or to change the return to work date.

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 his child is born or adopted, providing he was 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 collective 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., 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 begin 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 Association receiving written notice 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

- (a) If the matter is not resolved, the disagreement may proceed to:
 - (i) Step 1, in the case of a disagreement that does not involve the discharge of an employee,
 - (ii) Step 2, in the case of a disagreement that involves the discharge of an employee.
- (b) The employee involved may request a meeting with his Vice President at any time before the Step 3 decision. In the case of a Job Posting grievance, the employee may request a meeting with his Vice President or with the Vice President of the department that posted the Job.

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.

- (c) The parties may jointly agree to extend time limits or to waive steps contained in this article. Any extensions and/or waivers must be documented in writing.

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 collective agreement that, 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 Employment, Immigration & Industry 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 Employment Immigration & Industry 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 collective 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 collective agreement may initiate a grievance regarding the interpretation, application, administration or any alleged violation of this collective 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 collective agreement, any notice required to be given by this collective 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 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 that is, or might become, available and
 - (ii) provide an employee with an opportunity to relocate and be placed in a Job that is available

and for which the employee has, or can reasonably acquire, the skills required for the Job.

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 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 Days of November 1, in the final year of the collective agreement.
- 35.03 Within seven 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 Employment, Immigration & Industry 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 by 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) An employee 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 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 in writing 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 collective agreement.
- 37.07 Employees covered by this collective agreement will not administer disciplinary action against another employee covered by this same collective 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:
- (i) 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
 - (ii) ceases to hold a valid ticket.
- (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 Clause 38.01(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:
- (a) covers peak work loads when sufficient internal resources are not available
 - (b) replaces internal resources when they are completing special assignments
 - (c) is of a short term nature
 - (d) requires skills that are:
 - (i) considered to be special and not available internally
 - (ii) not available for individual hire in the employment market
 - (iii) 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 An employee required to work away from Home Base who experiences extensive overnight absences, regardless of the reason, qualifies for additional vacation days, based on the number of overnight absences that take place in a calendar year, as follows:

40 overnight absences	1 day
50 overnight absences	1 additional day (total of 2)
60 overnight absences	1 additional day (total of 3)
70 overnight absences	1 additional day (total of 4)
80 overnight absences	1 additional day (total of 5)
90 overnight absences	1 additional day (total of 6)
100 overnight absences	1 additional day (total of 7)
110 overnight absences	1 additional day (total of 8).

41.02 Overnight absences related to classroom instruction for apprenticeship training programs do not count towards the entitlement in Clause **41.01**.

41.03 Vacation days earned under Article **41** will be added to the employee's vacation entitlement for the following calendar year.

41.04 The employee has the option to receive pay in lieu of additional vacation earned under this article.

ARTICLE 42.00 PERSONAL DAYS

42.01

- (a) A Permanent Employee is eligible for two Working Days of personal leave, with pay, each calendar year. This leave will be granted at the employee's request in all but exceptional or emergency work situations.
- (b) A Permanent Employee in schedule 42, 49a, 49b, 50, 51a, 51b or 53 is eligible for one additional personal day, with pay, each calendar year (for a total of three).
- (c) A Permanent Part-time Employee is eligible for personal days, pro-rated on the basis of his payroll preset.

42.02 Where possible, an employee will provide at least 48 hours notice prior to taking 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.

ARTICLE 43.00 COMPASSIONATE CARE LEAVE

43.01 An employee may apply for **up** to eight weeks of leave, without pay, to provide compassionate care to a gravely ill family member, as defined under Employment Insurance Compassionate Care Benefits.

- (a) The Company will not unreasonably deny requests for compassionate care leave.
- (b) The Company agrees to provide the same or equivalent Job on the employee's return.
- (c) Administrative processes for compassionate care leave will be the same as those for leave of absence.

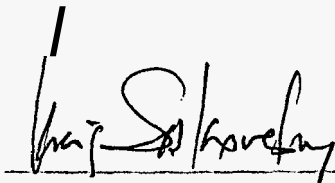
IN **WITNESS** WHEREOF the Company has hereunto affixed its corporate seal, duly authenticated by the signature of its proper officers thereunto authorized, and the Association has caused these presents to be executed, all as of the day and year first above written.




President, ATCO Electric Ltd.



President, Canadian Energy
Workers Association



Vice President, ATCO Electric
Ltd.



President, Chapter 101, CEWA

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 Working Day (paid)	7.5 hours	8 hours
Jointly Agreed Working Day	7.5 hours to 10 hours	8 hours to 10 hours
Working 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 two 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 Working 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 supervisor, an employee may take time off without pay.
 - (b) An employee is 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 next regularly scheduled Working 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 next regularly scheduled Working 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 the Company makes such a request and the employee agrees to return, the employee will be paid, in addition to normal wages, an amount equal to his normal hourly rate for each hour worked during normal scheduled working hours during which the employee was entitled to be at rest.

ARTICLE 18.00 HOLIDAYS

18.01

- (a) Subject to Clause 18.03, an employee 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 collective agreement, then Alberta Family Day will be removed from the list of holidays in Clause 18.01(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 An employee will be paid for a holiday only if he:

- (a) has completed 30 Working Days in the 12 months immediately preceding the holiday and
- (b) works his regularly scheduled Working 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) the overtime rate for the hours actually worked and
- (b) the normal Day's pay, as provided for his 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 an employee to observe the holiday on the previous Thursday or 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 A Permanent Employee 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 a Permanent or Probationary Employee who has completed more than six months, but less than one year, of Continuous Employment.
- (b) An employee covered by this clause may take up to one week of vacation with pay during his second six months of employment.
- (c) An employee covered by this clause may also take up to one week's leave of absence without pay during his second six months of employment.
- (d) The vacation and leave allowed by this clause are subject to agreement between an employee and his immediate supervisor.

19.04 A Part-time or Temporary Employee will be paid vacation pay in the amount of six percent of his regular pay.

19.05 A Permanent Part-time Employee 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 his 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) An employee may take up to five Days of his vacation one Day at a time with his 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) An employee may take his increased vacation entitlement at any time in the calendar year during which he qualifies for increased vacation entitlement.
- (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) An employee is entitled to full vacation entitlement only if he has worked 90 percent of his regularly scheduled Working Days in the year that ended on his most recent anniversary date.
 - (b) For the purpose of this clause, statutory holidays and annual vacation count as Days worked.
 - (c) An employee who has worked less than 90 percent of his regularly scheduled Working Days in the year that ended on his most recent anniversary date shall be entitled to vacation on a prorated basis bearing the same relationship to his regular vacation entitlement as the number of Days worked bears to 90 percent of his regularly scheduled

Working Days. An example of the calculation of prorated vacation entitlement can be found under the General Application section of this collective agreement.

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

SCHEDULE 42

Minimum Monthly (Hourly) Wage Ranges

Job Class Number	Job Title	Wage Range Effective Jan. 1, 2008 (5.25%)	Increment	Wage Range Effective Jan. 1, 2009 (5.25%)	increment
420100	Purchasing Assistant	\$3976-\$4800 (\$24.39-\$29.45)	\$206 (\$1.26)	\$4185-\$5053 (\$25.67-\$31.00)	\$2.17 (\$1 .33)
420300	Purchasing Coordinator	4892-6132 (30.01-37.62)	248 (1.52)	5149-6454 (31.59-39.60)	261 (1.60)

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

Job Class Number	Job Title	Wage Range Effective Jan. 1, 2008 (5.5%)	Increment	Wage Range Effective Jan. 1, 2009 (5.5%)	Increment
490000	Clerk I	\$2200-\$2980 (\$13.50-\$18.28)	\$195 (\$1.20)	\$2321-\$3145 (14.24-19.29)	\$206 (1.26)
490001	Clerk Typist A	2200-2980 (13.50-18.28)	195 (1.20)	\$2321-\$3145 (14.24-19.29)	\$206 (1.26)
490002	Receptionist	2200-2980 (13.50-18.28)	195 (1.20)	\$2321-\$3145 (14.24-19.29)	\$206 (1.26)
490100	Clerk II	2533-3373 (15.54-20.69)	210 (1.29)	2672-3560 (16.39-21.84)	222 (1.36)
490102	Cashier	2533-3373 (15.54-20.69)	210 (1.29)	2672-3560 (16.39-21.84)	222 (1.36)
490200	Clerk III	3379-4015 (20.73-24.63)	212 (1.30)	3565-4237 (21.87-25.99)	224 (1.37)
490201	Clerk Cashier	3379-4015 (20.73-24.63)	212 (1.30)	3565-4237 (21.87-25.99)	224 (1.37)
490202	Clerk Typist B	3379-4015 (20.73-24.63)	212 (1.30)	3565-4237 (21.87-25.99)	224 (1.37)
490203	Administrative Assistant III	3379-4015 (20.73-24.63)	212 (1.30)	3565-4237 (21.87-25.99)	224 (1.37)
490300	Clerk IV	3613-4461 (22.17-27.37)	212 (1.30)	3811-4707 (23.38-28.88)	224 (1.37)
490306	Administrative Assistant IV	3613-4461 (22.17-27.37)	212 (1.30)	3811-4707 (23.38-28.88)	224 (1.37)
490400	Clerk V	4030-4878 (24.72-29.93)	212 (1.30)	4251-5147 (26.08-31.58)	224 (1.37)
490404	Administrative Assistant V	4030-4878 (24.72-29.93)	212 (1.30)	4251-5147 (26.08-31.58)	224 (1.37)
490500	Clerk VI	4428-5304 (27.17-32.54)	219 (1.34)	4672-5596 (28.66-34.33)	231 (1.42)
490600	Clerk VII	4712-5640 (28.91-34.60)	232 (1.42)	4971-5951 (30.50-36.51)	245 (1.50)
490700	Clerk VIII	5006-6050 (30.71-37.12)	261 (1.60)	5282-6382 (32.40-39.15)	275 (1.69)

1. 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.

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

Job Class Number	Job Title	Wage Range Effective Jan. 1, 2008 (5.5%)	Increment	Wage Range Effective Jan. 1, 2009 (5.5%)	Increment
490010	Clerk I	\$2345-\$3185 (\$13.48-18.30)	\$210 (\$1.21)	\$2473-\$3361 (\$14.21-\$19.32)	\$222 (\$1.28)
490011	Clerk Typist A	2345-3185 (13.48-18.30)	210 (1.21)	2473-3361 (14.21-19.32)	222 (1.28)
490012	Receptionist	2345-3185 (13.48-18.30)	210 (1.21)	2473-3361 (14.21-19.32)	222 (1.28)
490110	Clerk II	2707-3599 (15.56-20.68)	223 (1.28)	2857-3797 (16.42-21.82)	235 (1.35)
490112	Cashier	2707-3599 (15.56-20.68)	223 (1.28)	2857-3797 (16.42-21.82)	235 (1.35)
490210	Clerk III	3609-4284 (20.74-24.62)	225 (1.29)	3808-4519 (21.89-25.97)	237 (1.36)
490211	Clerk Cashier	3609-4284 (20.74-24.62)	225 (1.29)	3808-4519 (21.89-25.97)	237 (1.36)
490212	Clerk Typist B	3609-4284 (20.74-24.62)	225 (1.29)	3808-4519 (21.89-25.97)	237 (1.36)
490213	Administrative Assistant III	3609-4284 (20.74-24.62)	225 (1.29)	3808-4519 (21.89-25.97)	237 (1.36)
490310	Clerk IV	3859-4759 (22.18-27.35)	225 (1.29)	4072-5020 (23.40-28.85)	237 (1.36)
490316	Administrative Assistant IV	3859-4759 (22.18-27.35)	225 (1.29)	4072-5020 (23.40-28.85)	237 (1.36)
490410	Clerk V	4305-5205 (24.74-29.91)	225 (1.29)	4543-5491 (26.11-31.56)	237 (1.36)
490414	Administrative Assistant V	4305-5205 (24.74-29.91)	225 (1.29)	4543-5491 (26.11-31.56)	237 (1.36)
490510	Clerk VI	4729-5661 (27.18-32.53)	233 (1.34)	4989-5973 (28.67-34.33)	246 (1.41)
490610	Clerk VII	5030-6022 (28.91-34.61)	248 (1.43)	5306-6354 (30.49-36.52)	262 (1.51)
490710	Clerk VIII	5351-6455 (30.75-37.10)	276 (1.59)	5646-6810 (32.45-39.14)	291 (1.67)

SCHEDULE50 (Edmonton, 37.5-hour work week)
Minimum Monthly (Hourly) Wage Ranges

Job Class Number	Job Title	Wage Range Effective Jan. 1, 2008 (5.5%)	Increment	Wage Range Effective Jan. 1, 2009 (5.5%)	Increment
500000	Clerk I	\$2200-\$2980 \$13.50-\$18.28)	\$195 \$1.20	\$2321-\$3145 (\$14.24-\$19.29)	\$206 (\$1.26)
500001	Clerk Typist A	2200-2980 13.50-18.28)	195 1.20	2321-3145 (14.24-19.29)	206 (1.26)
500002	Receptionist	2200-2980 13.50-18.28)	195 1.20	2321-3145 (14.24-19.29)	206 (1.26)
500100	Clerk II	2533-3373 15.54-20.69	210 (1.29)	2672-3560 (16.39-21.84)	222 (1.36)
500102	Cashier	2533-3373 15.54-20.69	210 (1.29)	2672-3560 (16.39-21.84)	222 (1.36)
500200	Clerk III	3379-4015 (20.73-24.63)	212 (1.30)	3565-4237 (21.87-25.99)	224 (1.37)
500201	Clerk Cashier	3379-4015 (20.73-24.63)	212 (1.30)	3565-4237 (21.87-25.99)	224 (1.37)
500202	Clerk Typist B	3379-4015 (20.73-24.63)	212 (1.30)	3565-4237 (21.87-25.99)	224 (1.37)
500210	Administrative Assistant III	3379-4015 (20.73-24.63)	212 (1.30)	3565-4237 (21.87-25.99)	224 (1.37)
500300	Clerk IV	3613-4461 (22.17-27.37)	212 (1.30)	3811-4707 (23.38-28.88)	224 (1.37)
500306	Administrative Assistant IV	3613-4461 (22.17-27.37)	212 (1.30)	3811-4707 (23.38-28.88)	224 (1.37)
500400	Clerk V	4030-4878 (24.72-29.93)	212 (1.30)	4251-5147 (26.08-31.58)	224 (1.37)
500404	Administrative Assistant V	4030-4878 (24.72-29.93)	212 (1.30)	4251-5147 (26.08-31.58)	224 (1.37)
500500	Clerk VI	4428-5304 (27.17-32.54)	219 (1.34)	4672-5596 (28.66-34.33)	231 (1.42)
500600	Clerk VII	4712-5640 (28.91-34.60)	232 (1.42)	4971-5951 (30.50-36.51)	245 (1.50)
500700	Clerk VIII	5006-6050 (30.71-37.12)	261 (1.60)	5282-6382 (32.40-39.15)	275 (1.69)

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

Job Class Number	Job Title	Wage Range Effective Jan. 1, 2008 (5.25%)	Increment	Wage Range Effective Jan. 1, 2009 (5.25%)	Increment
510000	Draftsman Trainee	\$3263-\$3731 (\$20.02-\$22.89)	\$156 (\$.96)	\$3435-\$3927 (\$21.07-\$24.09)	\$164 (\$1.01)
510100	Draftsman I	3475-4440 (21.32-27.24)	1 93 (1.18)	3658-4673 (22.44-28.67)	203 (1.25)
511100	Engineering Assistant I	3475-4440 (21.32-27.24)	1 93 (1.18)	3658-4673 (22.44-28.67)	203 (1.25)
510500	Draftsman II	4642-5494 (28.48-33.71)	213 (1.31)	4886-5782 (29.98-35.47)	224 (1.37)
511300	Engineering Assistant II	4642-5494 (28.48-33.71)	213 (1.31)	4886-5782 (29.98-35.47)	224 (1.37)
510900	Draftsman III	5264-6260 (32.29-38.40)	249 (1.53)	5541-6589 (33.99-40.42)	262 (1.61)
511500	Engineering Assistant III	5264-6260 (32.29-38.40)	249 (1.53)	5541-6589 (33.99-40.42)	262 (1.61)

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

Job Class Number	Job Title	Wage Range Effective Jan. 1, 2008 (5.25%)	Increment	Wage Range Effective Jan. 1, 2009 (5.25%)	Increment
510010	Draftsman Trainee	\$3486-\$3978 (\$20.03-\$22.86)	\$164 (\$.94)	\$3669-\$4188 (\$21.09-\$24.07)	173 (\$.99)
510110	Draftsman I	3711-4741 (21.33-27.25)	206 (1.18)	3906-4991 (22.45-28.68)	217 (1.25)
511110	Engineering Assistant I	3711-4741 (21.33-27.25)	206 (1.18)	3906-4991 (22.45-28.68)	217 (1.25)
510510	Draftsman II	4955-5859 (28.48-33.67)	226 (1.30)	5215-6167 (29.97-35.44)	238 (1.37)
511310	Engineering Assistant II	4955-5859 (28.48-33.67)	226 (1.30)	5215-6167 (29.97-35.44)	238 (1.37)
510910	Draftsman III	5622-6682 (32.31-38.40)	265 (1.52)	5917-7033 (34.01-40.42)	279 (1.60)
511510	Engineering Assistant III	5622-6682 (32.31-38.40)	265 (1.52)	5917-7033 (34.01-40.42)	279 (1.60)

SCHEDULE 53**Minimum Monthly (Hourly) Wage Ranges**

Job Class Number	Job Title	Wage Range Effective Jan. 1, 2008 (5.25%)	Increment	Wage Range Effective Jan. 1, 2009 (5.25%)	Increment
530100	Customer Services Representative I	\$3982-\$4714 (\$22.89-\$27.09)	\$244 (\$1.40)	\$4191-\$4962 (\$24.09-\$28.52)	\$257 (\$1.48)
530300	Customer Services Representative II	4873-6581 (28.01-37.82)	244 (1.40)	5129-6928 (29.48-39.82)	257 (1.48)
531100	District Service Representative I	3110-4050 (17.87-23.28)	235 (1.35)	3274-4262 (18.82-24.49)	247 (1.42)
531200	District Service Representative II	3753-4455 (21.57-25.60)	234 (1.34)	3951-46.89 (22.71-26.95)	246 (1.41)
531300	Service Point Representative	3110-4050 (17.87-23.28)	235 (1.35)	3274-4262 (18.82-24.49)	247 (1.42)
531400	Work Desk Representative	3681-4368 (21.16-25.10)	229 (1.32)	3874-4597 (22.26-26.42)	241 (1.39)
535000	Land Agent Entry	3993-5343 (22.95-30.71)	225 (1.29)	4203-5625 (24.16-32.33)	237 (1.36)
535100	Land Agent	5242-6254 (30.13-35.94)	253 (1.45)	5518-6582 (31.71-37.83)	266 (1.53)
535300	Senior Land Agent	6058-6895 (34.82-39.63)	279 (1.60)	6376-7258 (36.64-41.71)	294 (1.69)

NOTES APPLYING TO 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 that reflects an increase in wage no less than one increment in the range from which the employee was promoted. This does not apply in the case of progression Jobs.
5. If an employee is accepted under a Job Posting for a Job at a lower level or is transferred to such a Job at his own request, the employee will be paid at an appropriate level within the wage range for the lower-level Job Class.

TECHNICAL & TRADES

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 Working Day (Paid)	8 hours to 12 hours
Working Days to be scheduled between the hours of	0500-1900
Lunch period (unpaid) (maximum)	½ hour to 1 hour
Normal Work Week	40 hours, over a series of consecutive days Monday-Saturday inclusive or 80 hours over two weeks, excluding Sunday or 80 hours over two weeks, including Sunday when working away from Home Base

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 Working Day may be scheduled may be changed. In these cases, there will be no payment for overtime or shift differential for the agreed-upon hours of work.
- (b) By joint agreement between an employee and the employee's supervisor or designate, the employee's Working 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 supervisor, an employee may take time off without pay.
- (b) An employee is 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 Working Day is scheduled. •

- (b) The Company will give an employee 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 an employee to work on any Days from Monday to Sunday. The Company must still follow the rules regarding the number of consecutive Working Days and the length of the Working Day, as contained in Table II. In these cases, no overtime will be paid for Sunday work unless the employee works more than the scheduled number of hours.
- (c) The Company will discuss work schedules with affected employees in advance.

15.07

- (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 next regularly scheduled Working Day and the time three hours before the start of his next regularly scheduled shift is entitled to have eight consecutive hours of rest

beginning at the end of the work for which the employee was called out.

- (d) If an employee's eight hours of rest under paragraph (b) or (c) extends into the last two hours of his next regularly scheduled Working 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 the Company makes such a request and the employee agrees to return, the employee will be paid, in addition to normal wages, an amount equal to his normal hourly rate for each hour worked during normal scheduled working hours during which the employee was entitled to be at rest.

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 posted on bulletin boards.

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 Working 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.	18 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., 4-10s to 5-8s)	Four Days before the first Day affected by the schedule change. VOTE: 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 eight hours (e.g., 5-8s to 4-10s).	Four 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 eight-hour Day schedule, overtime rate applies for the hours worked in excess of eight 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 Working Day are 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 to an employee's schedule, if the change affects the Days of the week the employee is scheduled to work or changes the length of the Working Day.

ARTICLE 18.00 HOLIDAYS

18.01

- (a) Subject to Clause 18.03, an employee 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 collective agreement, then Alberta Family Day will be removed from the list of holidays in Clause 18.01(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 An employee will be paid for a holiday only if he:

- (a) has completed 30 Working Days or has worked 240 hours in the 12 months immediately preceding the holiday and
- (b) works his 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 in his 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 an employee to observe the holiday on the previous Thursday or 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 his 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 his 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 A Permanent Employee 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 a Permanent or Probationary Employee who has completed more than six months, but less than one year, of Continuous Employment.
 - (b) An employee covered by this clause may take up to 40 hours of vacation during his second ~~six~~ months of employment.
 - (c) An employee covered by this clause may also take up to 40 hours leave of absence without pay during his second six months of employment.
 - (d) The vacation and leave allowed by this clause are subject to agreement between the employee and his immediate supervisor.

- 19.03 A Part-time or Temporary Employee will be paid vacation pay in the amount of six percent of his regular pay.
- 19.04 A Permanent Part-time Employee 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 his 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) An employee may take up to five Working Days of his vacation one Day at a time with his 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) An employee may take his increased vacation entitlement at any time in the calendar year during which he qualifies for increased vacation entitlement.
 - (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 Working 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 Working 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) An employee is entitled to full vacation entitlement only if he has worked 90 percent of his regularly scheduled work hours in the year that ended on his most recent anniversary date.
- (b) For the purpose of this clause, statutory holidays and annual vacation count as Days worked.
- (c) An employee who has worked less than 90 percent of his regularly scheduled work hours in the year that ended on his most recent anniversary date shall be entitled to vacation on a prorated basis bearing the same relationship to his regular vacation entitlement as the number of hours worked bears to 90 percent of his regularly scheduled work hours. An example of the calculation of prorated vacation entitlement can be found under the General Application section of this collective agreement.

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

19.09 An employee will take his vacation in blocks made up of a whole Working Day. If the number of hours remaining in his vacation entitlement is less than a full Working Day, he 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.

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

Job Class Number	Job Title	Wage Range Effective Jan. 1, 2008 (5.25%)	Increment	Wage Range Effective Jan. 1, 2009 (5.25%)	Increment
450100	Real Time Systems Analyst I	\$5402-\$6197 (\$31.05-\$35.61)	\$1.59 (\$0.91)	\$5687-\$6522 (\$32.68-\$37.48)	\$1.67 (\$0.96)
450300	Real Time Systems Analyst II	5723-7133 (32.89-40.99)	235 (1.35)	6024-7506 (34.62-43.14)	247 (1.42)

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

Job Class Number	Job Title	Wage Range Effective Jan. 1, 2008 (5.25%)	Increment	Wage Range Effective Jan. 1, 2009 (5.25%)	Increment
460700	System Control Centre Senior Operator	\$7563-\$7975 (\$43.47-\$45.83)	\$206 (\$1.18)	\$7960-\$8394 (\$45.75-\$48.24)	\$217 (\$1.25)
460800	System Control Centre Scheduler	6771-7662 (38.91-44.03)	297 (1.71)	7126-8065 (40.95-46.35)	313 (1.80)
460900	System Control Centre Senior Scheduler	7563-7975 (43.47-45.83)	206 (1.18)	7960-8394 (45.75-48.24)	217 (1.25)

SCHEDULE 54, APPRENTICESHIP JOBS
Minimum Monthly (Hourly) Wage Ranges

Job Group Codes	Apprentice Journeyman Ticket Title	Training Term/Wage Range Effective January 1, 2008 (5.25%)								
		1-1	1-2	2-1	4369 (25.11)	4658 (26.77)	3-2	4-1	4-2	Journeyman
542001 - 542008	Motor Mechanic /Heavy Duty	3509 (20.17)	3797 (21.82)	4082 (23.46)	4369 (25.11)	4658 (26.77)	4941 (28.40)	5229 (30.05)	5515 (31.70)	587800 5796-
					4550 (26.15)	4859 (27.93)				(33.31-35.05)
542101 - 542108	Power System Electrician	3615 (20.78)	3928 (22.57)	4238 (24.36)	4550 (26.15)	4859 (27.93)	5172 (29.72)	5480 (31.49)	5793 (33.29)	584100 6108- 6792 (35.10-39.03)
542201 - 542208	Electrician	3615 (20.78)	3928 (22.57)	4238 (24.36)	4550 (26.15)	4859 (27.93)	5172 (29.72)	5480 (31.49)	5793 (33.29)	583500 6108- 6792 (35.10-39.03)
543001 - 543008	Power Lineman	3793 (21.80)	4121 (23.68)	4446 (25.55)	4773 (27.43)	5097 (29.29)	5426 (31.18)	5749 (33.04)	6077 (34.93)	556100 6407- 7129 (36.82-40.97)

Job Group Codes	Apprentice Journey-man Ticket Title	Training Term/Wage Range Effective January 1, 2009 (5.25%)								
		1-1	1-2	2-1	2-2	3-1	3-2	4-1	4-2	Journey-man
542001 - 542008	Motor Mechanic /Heavy Duty	3693 (21.22)	3996 (22.97)	4296 (24.69)	4598 (26.43)	4903 (28.18)	5200 (29.89)	5504 (31.63)	5805 (33.36)	587800 6100-6418 (35.06-36.89)
542101 - 542108	Power System Electrician	3805 (21.87)	4134 (23.76)	44.60 (25.63)	4789 (27.52)	5114 (29.39)	5444 (31.29)	5768 (33.15)	6097 (35.04)	584100 6429-7149 (36.95-41.09)
542201 - 542208	Electrician	3805 (21.87)	4134 (23.76)	4460 (25.63)	4789 (27.52)	5114 (29.39)	5444 (31.29)	5768 (33.15)	6097 (35.04)	583500 6429-7149 (36.95-41.09)
543001 - 543008	Power Lineman	3992 (22.94)	4337 (24.93)	4679 (26.89)	5024 (28.87)	5365 (30.83)	5711 (32.82)	6051 (34.78)	6396 (36.76)	556100 6743-7503 (38.75-43.12)

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.

SCHEDULE 55
Minimum Monthly (Hourly) Wage Ranges

Job Class Number	Job Title	Wage Range Effective Jan. 1, 2008 (5.25%)	Increment	Wage Range Effective Jan. 1, 2009 (5.25%)	Increment
553100	District Construction Inspector	\$5560-\$7126 (\$31.95-540.95)	\$261 (\$1.50)	\$5851-\$7501 (\$33.63-\$43.11)	\$275 (\$1.58)
556100	Power Lineman Journeyman	6407-7129 (36.82-40.97)	'361 (2.07)	6743-7503 (38.75-43.12)	'380 (2.18)
557100	Serviceman	6407-7129 (36.82-40.97)	'361 (2.07)	6743-7503 (38.75-43.12)	'380 (2.18)
558500	Power Line Technician Team Lead - Line	6802-7780 (39.09-44.71)	326 (1.87)	7159-8188 (41.14-47.06)	343 (1.97)
558200	Construction Lead	6611-7601 (37.99-43.68)	330 (1.90)	6959-8000 (39.99-45.98)	347 (1.99)
559500	Power Line Technician Team Lead - Service	6802-7780 (39.09-44.71)	326 (1.87)	7159-8188 (41.14-47.06)	343 (1.97)

SCHEDULE 57

Minimum Monthly (Hourly) Wage Ranges

Job Class Number	Job Title	Wage Range Effective Jan. 1, 2008 (5.25%) going hourly rate	Increment	Wage Range Effective Jan. 1, 2009 (5.25%) going hourly rate	Increment
570000	Labourer/ Groundman				
570100	Warehouse-man	3205-4409 (18.42-25.34)	'172 (.99)	3373-4640 (19.39-26.67)	'181 (1.04)
570300	Senior Warehouse-man	4233-4921 (24.33-28.28)	'172 (.99)	4455-5179 (25.60-29.76)	'181 (1.04)
570500	Stockkeeper	4378-5453 (25.16-31.34)	215 (1.24)	4609-5739 (26.49-32.89)	226 (1.30)
570700	Facilities Maintenance Coordinator	4378-5453 (25.16-31.34)	215 (1.24)	4609-5739 (26.49-32.89)	226 (1.30)
572300	Field Services Representative	3267-4800 (18.78-27.59)	'219 (1.26)	3441-5051 (19.78-29.03)	'230 (1.32)
573000	Equipment . Operator Entry Level	3317-4607 (19.06-26.48)	'215 (1.24)	3492-4848 (20.07-27.86)	'226 (1.30)
573100	Equipment Operator	4605-5575 (26.47-32.04)	'215 (1.24)	4848-5867 (27.86-33.72)	'226 (1.30)
573200	Special Equipment Operator	5191-5836 (29.83-33.54)	215 (1.24)	5464-6142 (31.40-35.30)	226 (1.30)

- I. 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.

SCHEDULE 58**Minimum Monthly (Hourly) Wage Ranges**

Job Class Number	Job Title	Wage Range Effective Jan. 1, 2008 (5.25%)	Increment	Wage Range Effective Jan. 1, 2009 (5.25%)	Increment
580200	Power Line Surveyor Entry	\$3094-\$3924 (\$17.78-\$22.55)	*\$166 (\$.95)	\$3256-\$4131 (\$18.71-\$23.74)	*\$175 (\$1.01)
580400	Power Line Surveyor	3343-5807 (19.21-33.37)	*308 1.77	3520-6112 (20.23-35.13)	*324 (1.86)
580600	Power Line Surveyor Team Leader	4945-6673 (28.42-38.35)	*216 (1.24)	5206-7022 (29.92-40.36)	*227 (1.30)
581101	Meter Technologist, Entry	3585-5265 (20.60-30.26)	*336 (1.93)	3772-5542 (21.68-31.85)	*354 (2.03)
581301	Meter Technologist, Qualified	4934-6950 (28.36-39.94)	*336 (1.93)	5192-7316 (29.84-42.05)	*354 (2.03)
581501	Meter Technologist, Senior Qualified	6521-7400 (37.48-42.53)	293 (1.68)	6864-7788 (39.45-44.76)	308 (1.77)
581801	Meter Technologist, Team Leader	6672-7551 (38.34-43.40)	293 (1.68)	7023-7947 (40.36-45.67)	308 (1.77)
581102	Communication Technologist, Entry	3585-5265 (20.60-30.26)	*336 (1.93)	3772-5542 (21.68-31.85)	*354 (2.03)
581302	Communication Technologist, Qualified	4934-6950 (28.36-39.94)	*336 (1.93)	5192-7316 (29.84-42.05)	*354 (2.03)
581502	Communication Technologist, Senior Qualified	6521-7400 (37.48-42.53)	293 (1.68)	6864-7788 (39.45-44.76)	308 (1.77)
581802	Communication Technologist, Team Leader	6672-7551 (38.34-43.40)	293 (1.68)	7023-7947 (40.36-45.67)	308 (1.77)
583500	Journeyman Electrician	6108-6792 (35.10-39.03)	*\$342 (\$1.97)	6429-7149 (\$36.95-\$41.09)	*\$360 (\$2.07)
583600	Lead Electrician	6301-7246 (36.21-41.64)	315 (1.81)	6631-7627 (38.11-43.83)	332 (1.91)
584100	Power Systems Electrician	6108-6792 (35.10-39.03)	*\$342 (1.97)	6429-7149 (36.95-41.09)	*\$360 (2.07)

Job Class Number	Job Title	Wage Range Effective Jan. 1, 2008 (5.25%)	Increment	Wage Range Effective Jan. 1, 2009 (5.25%)	Increment
585100	Electrical Technologist, Entry	3759-5524 (21.60-31.75)	'353 (2.03)	3955-5815 (22.73-33.42)	'372 (2.14)
585300	Electrical Technologist, Qualified	5174-7292 (29.74-41.91)	'353 (2.03)	5445-7677 (31.29-44.12)	'372 (2.14)
585500	Electrical Technologist, Senior Qualified	6521-7400 (37.48-42.53)	293 (1.68)	6864-7788 (39.45-44.76)	308 (1.77)
585800	Electrical Technologist, Team Leader	6999-7920 (40.22-45.52)	307 (1.76)	7367-8336 (42.34-47.91)	323 (1.86)
585101	Technical Resources Technologist, Entry	3585-5265 (20.60-30.26)	'336 (1.93)	3772-5542 (21.68-31.85)	'354 (2.03)
585301	Technical Resources Technologist, Qualified			5192-7316 (29.84-42.05)	'354 (2.03)
585501	Technical Resources Technologist, Senior Qualified	6521-7400 (37.48-42.53)	293 (1.68)	6864-7788 (39.45-44.76)	308 (1.77)
585801	Technical Resources Technologist, Team Leader	6672-7551 (38.34-43.40)	293 (1.68)	7023-7947 (40.36-45.67)	308 (1.77)
585102	Mechanical Technologist, Entry	3585-5265 (20.60-30.26)	'336 (1.93)	3772-5542 (21.68-31.85)	'354 (2.03)
585302	Mechanical Technologist, Qualified	4934-6950 (28.36-39.94)	'336 (1.93)	5192-7316 (29.84-42.05)	'354 (2.03)
585502	Mechanical Technologist, Senior Qualified	6521-7400 (37.48-42.53)	293 (1.68)	6864-7788 (39.45-44.76)	308 (1.77)
585802	Mechanical Technologist, Team Leader	6672-7551 (38.34-43.40)	293 (1.68)	7023-7947 (40.36-45.67)	308 (1.77)
586800	Maintenance Technician	5685-6801 (32.67-39.09)	372 (2.14)	5983-7159 (34.39-41.14)	392 (2.25)
586901	Lead Maintenance Technician	7099 (40.80)		7472 (42.94)	

Job Class Number	Job Title	Wage Range Effective Jan. 1, 2008 (5.25%)	Increment	Wage Range Effective Jan. 1, 2009 (5.25%)	Increment
587800	Equipment Mechanic Journeyman	5796-6098 (33.31-35.05)	302 (1.74)	6100-6418 (35.06-36.89)	318 (1.83)
587900	Lead Equipment Mechanic	5797-6703 (33.32-38.52)	302 (1.74)	6101-7055 (35.06-40.55)	318 (1.83)

NOTES APPLYING TO 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 a new employee:
 - (a) The Company will place a new employee 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 that reflects an increase in wage no less than one increment in the range from which the employee was promoted. This does not apply in the case of progression Jobs.
5. If an employee is accepted under a Job Posting for a Job at a lower level or is transferred to such a Job at his own request, the employee will be paid at an appropriate level within the wage range for the lower-level Job Class.

SYSTEM CONTROL CENTRE ROTATING SHIFTS

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 that supersede the collective agreement (herein "the contract") in effect between the parties.

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

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
Normal Working Day (paid)	8 to 12 hours (as per schedule)
Working Day to be scheduled between the hours of	0000-2400
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 An employee 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 Working Day may be scheduled may be changed. In these cases, there will be no payment for overtime or shift differential for the agreed upon hours of work.
- (b) A 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 supervisor, an employee may take time off without pay.
- (b) An employee is 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 in the period from eight hours before the start of his next regularly scheduled Working Day and the time three hours before the start of his next regularly scheduled shift is entitled to have eight consecutive hours of rest beginning at the end of the work for which the employee was called out.
- (d) If an employee's eight hours of rest under paragraph (b) or (c) extends into the last two hours of his next regularly scheduled Working 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 the Company makes such a request and the employee agrees to return, the employee will be paid, in addition to normal wages, an amount equal to his normal hourly rate for each hour worked during normal scheduled working hours during which the employee was entitled to be at rest.

- 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 an employee during the portion of the shift schedule he is designated to work spare shifts.

- (a) An employee who is scheduled to work a day shift on a given Day must be given 48 hours notice if the Company reschedules him 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) An employee who is scheduled to work a night shift on a given Day must be given 48 hours notice if the Company reschedules him 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) An employee must be given 48 hours notice if the Company changes his schedule to require him 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 are 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) An employee working spare shifts can be scheduled to work either an eight-, 10- or 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) An employee who is scheduled to work a day shift on a given Day must be given 10 Days notice if the Company reschedules him to work the night shift of that same Day.
- (b) An employee who is scheduled to work a night shift on a given Day must be given 10 Days notice if the Company reschedules him 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 an employee 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 the employee.
 - (iii) The parties will use their best efforts to work together to develop an acceptable means of administering the revised master schedule.
 - (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.
 - (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 collective 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 a shift employee when changing from Mountain Standard Time to Mountain Daylight Time and vice versa:

- (a) When the spring time change occurs, an employee will receive his scheduled straight time hours when he works a full shift that begins between 1800 hours and 2000 hours Saturday.
- (b) When the fall time change occurs, an employee will receive his scheduled straight time hours and one hour overtime when he works a full shift that begins between 1800 hours and 2000 hours Saturday.

ARTICLE 18.00 HOLIDAYS

18.01

- (a) Subject to Clause 18.03, an employee 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 collective agreement, then Alberta Family Day will be removed from the list of holidays in Clause 18.01 (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 An employee will be paid for a holiday only if he:
- (a) has completed 30 Working Days or has worked 240 hours in the 12 months immediately preceding the holiday and
 - (b) works his 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) the overtime rate for the hours actually worked and
 - (b) the normal Day's pay, as provided for his scheduled hours of work.
- 18.05
- (a) When a holiday falls on an employee's regular Day off, that employee shall receive at his 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 his 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) A Permanent Employee will be entitled to annual vacation, with regular pay, on the following basis:
- | | |
|--|----------|
| after one year of Continuous Employment | 120 hrs |
| after eight years of Continuous Employment | 160 hrs |
| after 16 years of Continuous Employment | 200 hrs |
| after 25 years of Continuous Employment | 240 hrs. |
- (b) An employee covered by this section who worked rotating shifts for more than 75 shifts in the previous calendar year will receive an additional 40 hours of vacation, with regular pay, to recognize him for time he spends at work at shift-exchange times.

19.02

- (a) Advance draws on vacation entitlement are available to a Permanent or Probationary Employee who has completed more than six months, but less than one year, of Continuous Employment.
- (b) An employee covered by this clause may take up to 40 hours of vacation during his second six months of employment.
- (c) An employee covered by this clause may also take up to 40 hours leave of absence without pay during his second six months of employment.
- (d) The vacation and leave allowed by this clause are subject to agreement between employee and his immediate supervisor.

19.03 A Part-time or Temporary Employee will be paid vacation pay in the amount of six percent of his regular pay.

19.04 A Permanent Part-time Employee 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 his 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) An employee may take up to five Days of his vacation one Day at a time with his 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) An employee may take his increased vacation entitlement at any time in the calendar year during which he qualifies for increased vacation entitlement.
- (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) An employee is entitled to full vacation entitlement only if he has worked 90 percent of his regularly scheduled work hours in the year that ended on his most recent anniversary date.
- (b) For the purpose of this clause, statutory holidays and annual vacation count as Days worked.
- (c) An employee who has worked less than 90 percent of his regularly scheduled work hours in the year that ended on his most recent anniversary date shall be entitled to a vacation on a prorated basis bearing the same relationship to his regular vacation entitlement as the number of hours worked bears to 90 percent of his regularly scheduled work hours. An example of the calculation of prorated vacation entitlement can be found under the General Application section of this collective agreement.

19.08 An employee may apply, in writing, for permission to carry over any part of his vacation entitlement to the next year. Such application

will be granted only if mutually acceptable to the employee and supervisor.

- 19.09 An employee will take his vacation in blocks made up of a whole shift. If the number of hours remaining in his vacation entitlement is less than a full shift, he shall receive a payout of the remaining entitlement.

ARTICLE 21.00 SHIFT DIFFERENTIAL

21.01 This article applies to an employee who works rotating shifts.

21.02

- (a) In addition to any other pay to which he is entitled, an employee will receive a shift differential payment for:
 - (i) the regularly scheduled hours worked beyond eight hours of a day shift
 - (ii) each hour of a regularly scheduled evening shift or night shift
 - (iii) all hours worked on Sunday.
- (b) The shift differential payment will be:
 - \$1.85 per hour in 2008
 - \$1.95 per hour in 2009.
- (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 Working 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 Day off, the time worked will **be** paid at overtime rates and not deducted from the time owed.

SCHEDULE 46

Minimum Monthly (Hourly) Wage Ranges

Job Class Number	Job Title	Wage Range Effective Jan. 1, 2008 (5.25%)	Increment	Wage Range Effective Jan. 1, 2009 (5.25%)	Increment
460100	System Control Centre Assistant Operator	\$6486-\$7038 (\$37.28-40.45)	\$276 (\$1.59)	\$6827-\$7407 (\$39.24-\$42.57)	\$290 \$1.67
460500	System Control Centre Operator	6771-7662 (38.91-44.03)	297 (1.71)	7126-8065 (40.95-46.35)	313 (1.80)

NOTES APPLYING TO 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 a new employee:
 - (a) The Company will place a new employee 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 that reflects an increase in wage no less than one increment in the range from which the employee was promoted. This does not apply in the case of progression Jobs.
5. If an employee is accepted under a Job Posting for a Job at a lower level or is transferred to such a Job at his own request, the employee will be paid **at** an appropriate level within the wage range for the lower-level Job Class.

JASPER GENERATING STATION

Introduction

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

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

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

Application

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

ARTICLE 15.00 HOURS OF WORK

	Job Class 586800
Normal Working Day (paid)	8 to 12 hours (as per schedule)
Working Day to be scheduled between the hours of	0000-2400
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 An employee 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 Working Day may be scheduled may be changed. In these cases, there will be no payment for overtime or shift differential for the agreed upon hours of work.
- (b) A 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 supervisor, an employee may take time off without pay.
- (b) An employee is 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 in the period from eight hours before the start of his next regularly scheduled Working Day and the time three hours before the start of his next regularly scheduled shift is entitled to have eight consecutive hours of rest beginning at the end of the work for which the employee was called out.
- (d) If an employee's eight hours of rest under paragraph (b) or (c) extends into the last two hours of his next regularly scheduled Working 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 the Company makes such a request and the employee agrees to return, the employee will be paid, in addition to normal wages, an amount equal to his normal hourly rate for each hour worked during normal scheduled working hours during which the employee was entitled to be at rest.

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 an employee during the portion of the shift schedule he is designated to work spare shifts.

- (a) An employee who is scheduled to work a day shift on a given Day must be given 48 hours notice if the Company reschedules him 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) An employee who is scheduled to work a night shift on a given Day must be given 48 hours notice if the Company reschedules him 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) An employee must be given 48 hours notice if the Company changes his schedule to require him 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) An employee 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) An employee who is scheduled to work a day shift on a given Day must be given 10 Days notice if the Company reschedules him to work the night shift of that same Day.
- (b) **An** employee who is scheduled to work a night shift on a given Day must be given 10 Days notice if the Company reschedules him 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 an employee 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 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.
- (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 the employee.
 - (iii) The parties will use their best efforts to work together to develop an acceptable means of administering the revised master schedule.
 - (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.
 - (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 collective 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, an affected employee may be scheduled to a maintenance work week, provided that he returns to his 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 an affected employee 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 an affected employee 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 an employee 24 hours notice when he is to return to his previous shift schedule. If such notice is not given, the first shift will be paid at the overtime rate.

15.17 An employee will be paid for the time spent traveling between the station and the specified community for the station where he:

- (a) covers a vacant shift and
- (b) is 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 a shift employee when changing from Mountain Standard Time to Mountain Daylight Time and vice versa:

- (a) When the spring time change occurs, an employee will receive 12 hours straight time when he works a full *shift* that begins between 1800 hours and 2000 hours Saturday.

- (b) When the fall time change occurs, an employee will receive 12 hours straight time and one hour overtime when he works a full shift that begins between 1800 hours and 2000 hours Saturday.

ARTICLE 18.00 HOLIDAYS

18.01

- (a) Subject to Clause 18.03, an employee 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 collective agreement, then Alberta Family Day will **be** removed from the list of holidays in Clause 18.01(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 An employee will be paid for a holiday only if he:

- (a) has completed 30 Working Days or has worked 240 hours in the 12 months immediately preceding the holiday and
- (b) works his 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) the overtime rate for the hours actually worked and

- (b) the normal Day's pay, as provided for his scheduled hours of work.

18.05

- (a) When a holiday falls on an employee's regular Day off, that employee shall receive, at his 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 his 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) A Permanent Employee will be entitled to annual vacation, with regular pay, on the following basis:

after one year of Continuous Employment	120 hrs
after eight years of Continuous Employment	160 hrs
after 16 years of Continuous Employment	200 hrs
after 25 years of Continuous Employment	240 hrs.
- (b) An employee covered by this section who worked rotating shifts for more than 75 shifts in the previous calendar year will receive an additional 40 hours of vacation, with regular pay, to recognize him for time he spends at work at shift-exchange times.

19.02

- (a) Advance draws on vacation entitlement are available to a Permanent or Probationary Employee who has completed

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

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

19.03 A Part-time or Temporary Employee will be paid vacation pay in the amount of six percent of his regular pay.

19.04 A Permanent Part-time Employee 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 his 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) **An** employee may take up to five Days of his vacation one Day at a time with his 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) An employee may take his increased vacation entitlement at any time in the calendar year during which he qualifies for increased vacation entitlement.
- (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) An employee is entitled to full vacation entitlement only if he has worked 90 percent of his regularly scheduled work hours in the year that ended on his most recent anniversary date.
- (b) For the purpose of this clause, statutory holidays and annual vacation count as Days worked.
- (c) An employee who has worked less than 90 percent of his regularly scheduled work hours in the year that ended on his most recent anniversary date shall be entitled to a vacation on a prorated basis bearing the same relationship to his regular vacation entitlement as the number of hours worked bears to 90 percent of his regularly scheduled work-hours. An example of the calculation of prorated vacation entitlement can be found under the General Application section of this collective agreement.

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

19.09 An employee will take his vacation in blocks made up of a whole shift. If the number of hours remaining in his vacation entitlement is less than a full shift, he shall receive a payout of the remaining entitlement.

ARTICLE 21.00 SHIFT DIFFERENTIAL

21.01 This article applies to an employee who works rotating shifts,

21.02

- (a) In addition to any other pay to which he is entitled, an employee will receive a shift differential payment for:
 - (i) the regularly scheduled hours worked beyond eight hours of a day shift

- (ii) each hour of a regularly scheduled evening shift or night shift
 - (iii) all hours worked on Sunday.
- (b) The shift differential payment will be:
- (i) \$ 1.85 per hour in 2008
 - (ii) \$ 1.95 per hour in 2009.
- (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 Working Day of eight hours.
2. 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.
3. 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 called out to work on his Day off, the time worked will be paid at overtime rates and not deducted from the time owed.

SCHEDULE 58

Minimum Monthly (Hourly) Wage Ranges

Job Class Number	Job Title	Wage Range Effective Jan. 1, 2008 (5.25%)	Increment	Wage Range Effective Jan. 1, 2009 (5.25%)	Increment
586800	Maintenance Technician	\$5685-\$6801 (\$32.67-\$39.09)	\$372 (\$2.14)	\$5983-\$7159 (\$34.39-\$41.14)	\$392 (\$2.25)

NOTES APPLYING TO 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 a new employee:
 - (a) The Company will place a new employee 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 that reflects an increase in wage no less than one increment in the range from which the employee was promoted. This does not apply in the case of progression Jobs.
5. If an employee is accepted under a Job Posting for a Job at a lower level or is transferred to such a Job at his own request, the employee will be paid at an appropriate level within the wage range for the lower-level Job Class.

LETTERS OF AGREEMENT



**LETTER OF AGREEMENT
RE: JOB POSTING**

The parties discussed and reached agreement on the application of Article 14.01 of the collective agreement. This Letter of Agreement summarizes the parties' interpretation of the clause and will be attached as an addendum to the collective agreement between the parties.

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

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

- (a) Northland Utilities (NWT) Limited and its employees' association, Yukon Electrical Company Limited and its employees' association and ATCO I-Tek Business Services Ltd., Northland Utilities (Yellowknife) Limited, ATCO Power and the Canadian Energy Workers Association (Chapters 101, 102, 103 and 104) 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 or ATCO Power will have a right to grievance under the ATCO Electric - Canadian Energy Workers Association Collective Agreement;
- (c) The Company will not appoint a member of the Association to a bargaining unit Job (not governed by the Collective Agreement). This means that the Company cannot appoint a member of the Association into a bargaining unit Job in respect to Yukon Electrical Company Limited, Northland Utilities (NWT) Limited, ATCO I-Tek Business Services Ltd., Northland Utilities (Yellowknife) Limited or ATCO Power. This limitation, however,

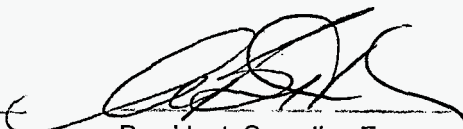
does not apply so as to restrict the Company from promoting a member of the Association into a management Job.

- (d) In the event that the size of the bargaining units at ATCO Electric, Yukon Electrical Company Limited, ATCO I-Tek Business Services Ltd., Northland Utilities (NWT) Limited, Northland Utilities (Yellowknife) Limited or ATCO Power increases by more than 50 percent, it is understood that this Letter of Agreement may be revised or terminated with 30 Days notice, in writing, given by either party to the other.
- (e) This Letter of Agreement will be terminated 60 Days after written notice is given by one of the following to all of the others:
- (1) 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

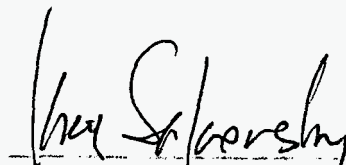
The terms of this Letter of Agreement will not continue in force and effect beyond the termination date **of** the collective agreement.




President, ATCO Electric Ltd.



President, Canadian Energy Workers Association



Vice President, ATCO Electric Ltd.



President, Chapter 101, CEWA

LETTER OF AGREEMENT
RE: SEVERANCE PROVISIONS

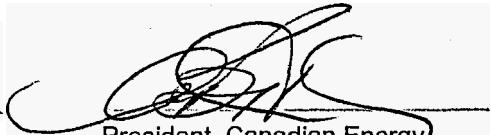
1. Subject to section 2 of this Letter of Agreement, a Permanent Employee (including a Permanent Part-time Employee) whose employment is terminated under Article 34.00 of this collective agreement shall receive severance pay in lieu of notice of not less than the amount achieved by adding the entitlements 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 collective agreement:
 - (a) Fractional years of service shall be used to calculate 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 of 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).

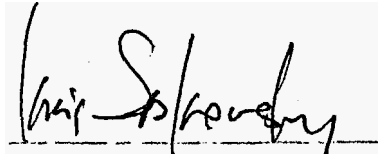
3. In addition to the amounts payable under paragraphs 1 or 2, an employee terminated under Article 34.00 of the collective agreement **shall** be entitled **to** a payment of between 10 and 12 percent of the severance amount in lieu of extended benefits.



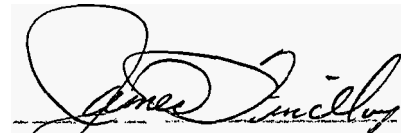
President, ATCO Electric Ltd.



President, Canadian Energy Workers Association



Vice President, ATCO Electric Ltd.



President, Chapter 101, CEWA

**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.

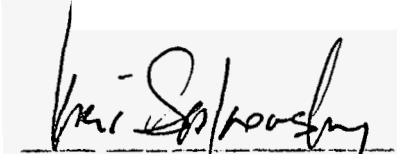
In witness whereof, the parties have executed this Letter of Agreement by their duly-authorized officers.




President, ATCO Electric Ltd.



President, Canadian Energy
Workers Association



Vice President, ATCO Electric
Ltd.



President, Chapter 101, CEWA

LETTER OF AGREEMENT

RE: JOB EXCHANGE

During the term of this collective 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 the same Job 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 Jobs.
- Job exchange may allow an employee to determine if he wishes to change careers or work in a different department within the Company.
- Job exchange encourages the employee to take responsibility for his career development.
- Job exchanges may instill motivation and provide a fresh outlook for employees.
- a The respective departments involved in a Job-exchange arrangement will have added experience from another function within the Company and will gain an employee with new insights and ideas.
- Job exchanges 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 Job exchange agreement, the Company will provide two weeks written notice. Where operational requirements demand, the Job exchange agreement may be suspended immediately.
8. The Company will send the Association a copy of the Job exchange agreement.

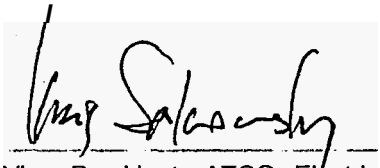
In witness whereof, the parties have executed this Letter of Agreement by their duly-authorized officers,



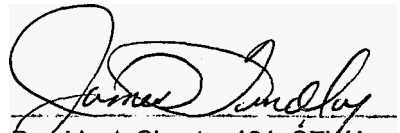
President, ATCO Electric Ltd.



President, Canadian Energy Workers Association



Vice President, ATCO Electric Ltd.



President, Chapter 101, CEWA

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 Classes 584100**) and electrical technologists (**Job Classes 585100, 300, 500 & 800**) in ATCO Electric.
2. This Letter of Agreement and agreed to terms are 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.

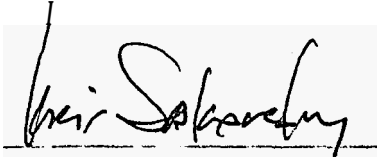
In witness whereof, the parties have executed this Letter of Agreement by their duly-authorized officers.



President, ATCO Electric Ltd.



President, Canadian Energy Workers Association



Vice President, ATCO Electric Ltd.



President, Chapter 101, CEWA

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 the **Job** Class to which he is 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.

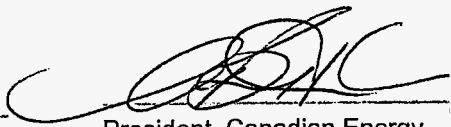
The Association will have the opportunity to discuss the temporary assignment with the employee and, as appropriate, may provide recommendations to the employee and/or Company. A final copy of the assignment will be placed in the employee's personnel file, with a copy sent to the employee and the Association.

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 list of existing temporary assignments.

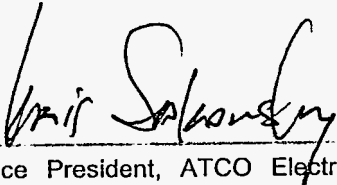
In witness whereof, the parties have executed this Letter of Agreement by their duly-authorized officers.



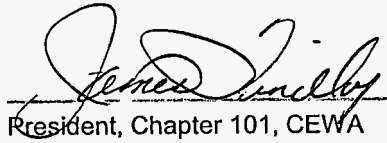
President, ATCO Electric Ltd.



President, Canadian Energy
Workers Association



Vice President, ATCO Electric
Ltd.



President, Chapter 101, CEWA

**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.

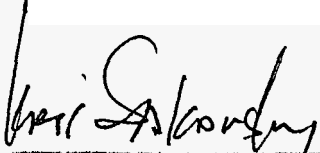
The management of our employee's health and wellness is an ongoing process in which all employees must play an active role.



President, ATCO Electric Ltd.



President, Canadian Energy
Workers Association



Vice President, ATCO Electric
Ltd.



sident, Chapter 101, CEWA

**LETTER OF AGREEMENT
RE: VACATION FOR NEW HIRES**

In an effort to attract skilled and experienced employees, the parties agree that the Company may, at its discretion, consider vacation entitlement from a previous employer. This option is intended to be an attraction incentive when it is difficult to recruit qualified employees, subject to the following:

1. Only related experience will be taken into account for current and future vacation entitlement. The related experience is deemed as continuous service for the purpose of Article 19.00 only.
2. A new hire will not receive more vacation than he would be entitled to under Article 19.02.
3. The Company must inform the Association, in writing, when this provision is applied.
4. Application of this Letter of Agreement will be monitored to determine its effectiveness at the first ERC meeting of each calendar year.
5. Either party may terminate this Letter of Agreement with 60 Days written notice.



President, ATCO Electric Ltd.



President, Canadian Energy
Workers Association



Vice President, ATCO Electric
Ltd.



President, Chapter 101, CEWA