

COLLECTIVE AGREEMENT

Between

**Accenture
Business Services for Utilities**

Accenture Business Services for Utilities Inc.

And

**Local Union 38
Canadian Union of Public Employees**

Effective Date ■ November 2007 – 31 December 2008

13834 (01)

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This Agreement Between:

ACCENTURE BUSINESS SERVICES FOR UTILITIES INC.

(Hereinafter called "the Company")

OF THE FIRST PART

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES

Local 38

(Hereinafter called "Local 38")

OF THE SECOND PART

1.0 General

- 1.01 The purpose of this Agreement is to stipulate rates of pay and working conditions of those employees represented by Local 38.
- 1.02 Wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so requires.
- 1.03 Service for the purpose of this agreement commences on an employee's most recent date of hire in the Company and accumulates continuously until termination from the Company.

2.0 Management Rights

- 2.01 The Union recognizes that it is the function of the Company to exercise the regular and customary functions of Management and to direct the working forces of the Company subject, however, to the terms of this Agreement.
- 2.02 For information purposes only, the Company will review with the Union any changes in policy that impact on CUPE-affiliated employees prior to implementing such changes.

3.0 Term of Agreement

- 3.01 This Agreement shall be in force and effect from the date this Agreement is ratified until December 31, 2008 and from year to year thereafter except as hereinafter provided.

Either party may amend or terminate this Agreement on any Anniversary date by notice in writing to the other party not less than sixty (60) days or more than one hundred and twenty (120) days prior to such anniversary date. If notice to negotiate has been given by either party prior to the termination date of this Agreement, or if negotiations continue beyond the termination date of this Agreement, this Agreement will remain in full force and effect during this time until the applicable provisions have been complied with under the Labour Relations Code.

- 3.02 Pre-negotiation studies may be carried out if this is mutually agreeable to both parties.

4.0 Coverage

4.01 The Company recognizes Local 38 as the exclusive bargaining agent for employees employed within the scope of Certificate No. 56-2004, subject to any determinations made by the Labour Relations Board and subject to any Court applications.

5.0 Discrimination

5.01 The Company shall not refuse to employ or refuse to continue to employ or discriminate against any person with regard to employment or any condition of employment or advancement opportunities because of race, religious beliefs, colour, gender, physical disability, sexual orientation, marital status, age, ancestry, place of origin of that person, nor by reason of the person's membership or activity in the Union.

6.0 Check off

6.01 All employees covered by this Agreement shall be subject to deduction of Union Dues (in accordance with the Rand Formula) and/or assessments (excluding fines) from pay as authorized by Local 38's by-laws. Initiation fees for Union members shall be deducted upon the Union's request, with the concurrence in writing by the affected employee. The Company agrees to deduct Union Dues on a calculated daily basis for all employees who work less than a standard bi-weekly pay period.

6.02 Union deductions shall be made from each payroll and shall be forwarded to the Union. The deductions along with a list of employees for whom deductions have been made shall be sent to the Union within ten (10) days.

6.03 The Company agrees that when new employees are hired by the Company and who come under Local 38's bargaining jurisdiction, the Company shall schedule time for a Union representative to meet with the employees and provide them with the following Union information:

- 1) a membership application card,
- 2) a copy of the current collective agreement,
- 3) a copy of a Union leaflet that shall contain other pertinent Union data such as names of officers, stewards and phone numbers.

6.04 During January of every year, the Company will provide the Union with all the names and seniority dates of all bargaining unit members. This list shall also contain a section delineating those bargaining unit members who retired during the previous year. This list will be forwarded to the Union in an electronic format or as otherwise agreed to by the Employer and Union.

7.0 Employees

7.01 Probationary Employee

A probationary employee is an employee who has been appointed to a permanent position in the bargaining unit but who has not completed a probationary period with the Company.

7.02 Permanent Employee

A permanent employee is an employee who has completed a probationary period in a permanent position with the Company or one who has completed twenty-four (24) months continuous service in temporary positions with the Company.

7.03 Temporary Employees

A temporary employee is an employee who is employed for a limited period of time. Temporary employees may occupy temporary full-time or temporary part-time positions.

7.04 On-Call Employee

An on-call employee is an employee who works on an intermittent, occasional basis rather than a regularly scheduled basis.

7.05 Full-Time Employees

A full-time employee is an employee who works the normal hours set for their unit.

7.06 Part-Time Employees

A part-time employee is an employee who works less than the normal hours set for their work unit.

7.07 Seniority and Service

- All employees will accrue seniority and service
- On call employees will accrue seniority and service based on hours worked.
- All other Employees will accrue seniority and service on a continuous basis. Breaks of thirty (30) days or less will not affect accumulation.
- The Company shall not separate temporary employees merely to break service.

7.08 Benefits

- All permanent or probationary full-time or part-time employees and temporary full-time employees will be eligible for benefits as defined by the benefit booklet entitled "Health and Welfare Benefits for ABSU Employees who are Members of CUPE -- Flex Choice".
- Temporary part-time employees who accumulate more than 2080 paid hours with the Company shall be eligible to participate in the above named benefits program.
- Accumulated hours paid to Temporary part-time employees as of the date of ratification will be counted toward the 2080 hour threshold for benefit eligibility.
- Full-time employees will be entitled to vacation and service pay on a pro-rated basis. To determine the pro-ration, employees will be credited with continuous service from their most recent date of hire. The pro-ration of their entitlements will then be based on the hours worked in the previous year.

7.09 Probationary Period

The probationary period in Local 38 shall be six (6) months in one permanent position; however, any accumulation of ten (10) or more days of absence from work will be added to the stipulated six (6) month period.

It is agreed that all probationary employees will have a probationary status report prepared in the third (3rd) and fifth (5th) month of employment. When an employee receives an unsatisfactory report, the employee will be advised of their right to grieve the assessment.

7.10 Temporary Positions Reviews

Employees occupying limited term positions shall have performance status reports prepared in their third (3rd) and ninth (9th) months of employment. Should the position go beyond a year in duration, the Employee may request a meeting to discuss their performance when the position ends.

8.0 Grievance Procedure

- 8.01** A grievance shall be defined as any difference between the parties to or bound by this Agreement concerning its interpretation, application, administration or any alleged violation of this Agreement.
- 8.02** No grievance shall be considered except under the terms of the following procedure.
- 8.03** All grievances submitted in writing shall be in a form satisfactory to the Union and the Company, and copies at all steps shall be sent to Human Resources. Company replies to grievances at all steps shall be sent to the grievor and the Union.
- 8.04** All person(s) aggrieved shall have the right to be present at all steps of the grievance procedure.
- 8.05** No grievance shall be considered where circumstances giving rise to the grievance should reasonably have been known to the employee more than ten (10) working days prior to the first filing of the grievance.
- 8.06** For the submission of grievances as provided herein, "working days" shall be considered as Monday to Friday, excluding holidays.
- 8.07** When a dispute involving a question of general application or interpretation of this agreement occurs, or where the Union has a grievance, Step One and Two of the grievance procedure may be by-passed.
- a) Failure by ~~the~~ Company to abide by the specific time limits shall result in the decision being deemed to be negative and the Union may submit the grievance to the next step.
 - b) Failure by the Union to process the grievance in the specified time limits shall result in the grievance being automatically deemed abandoned.
 - c) Any extensions to the time limits contained ~~herein~~ must be expressly granted in writing by the non-requesting party.
- 8.08** The aggrieved employee (or group of employees) shall have the case presented by the Business Agent, Union Representative, Shop Steward or Executive Officer of

Local 38. At the Informal Discussion Stage and Step One only, the employee(s) may present the case personally.

8.09 Grievance Steps

Once a company representative has rendered a decision at any step of the grievance procedure, they shall not be named to hear any future step in the grievance process.

Grievances shall be dealt with progressively in the following manner:

Informal Discussion

The employee shall first seek resolution within five (5) days of when the circumstances giving rise to the grievance should reasonably have been known to the employee. The discussion shall be with their immediate non-Union supervisor. The supervisor must respond within three (3) working days. If that discussion fails to resolve the problem a grievance may then be filed. A Union steward, at the request of the employee, may accompany and assist the employee at this step.

Step One

If a satisfactory settlement is not obtained at the Informal Discussion, the grievance shall be submitted within ten (10) working days from when the circumstances giving rise to the grievance should reasonably have been known to the employee, to the manager (or equivalent) of the department who shall hear the grievance within five (5) working days and shall render a decision within five (5) working days from the date the grievance is heard.

Step Two

If a satisfactory settlement is not obtained at Step One, the grievance shall be submitted within three (3) working days to the appropriate Director who shall hear the grievance within five (5) working days and shall render a decision within five (5) working days from the date the grievance is heard.

Step Three

If a satisfactory settlement is not obtained at Step Two, the grievance shall be submitted within three (3) working days to the appropriate Vice-president or equivalent who shall hear the grievance within seven (7) working days and shall render a decision within seven (7) working days from the date the grievance is heard.

For termination and policy grievances, if a satisfactory settlement is not obtained in Step Three, the grievance shall be submitted within five (5) working days to the Executive Vice President or equivalent who shall hear the grievance within ten (10) working days. A response shall be rendered within seven (7) working days from the date the grievance is heard.

Step Four

If a satisfactory settlement is not obtained at Step Three, the grievance may be referred by either party to Arbitration as per Article 9.

Any of the Steps may be waived by mutual written agreement of the parties.

9.0 Arbitration

- 9.01 If a satisfactory settlement is not reached through the grievance process, the grievance may be referred by the Company or by the Union to an Arbitration Board for final and binding settlement. The party submitting the grievance to arbitration will advise the other party of their intent to proceed to arbitration and name their nominee to the Arbitration Board within thirty (30) calendar days of the date the decision of Step Three of the grievance procedure is received. The Arbitration Board shall be composed of one (1) appointee by the Company and one (1) appointee by the Union and a mutually agreed upon Chairperson.
- 9.02 Appointment, power, and decisions of the Arbitration Board shall be in accordance with the applicable provisions of the Labour Relations Code,
- 9.03 The parties may by mutual agreement elect arbitration by a single Arbitrator under the provisions of the Labour Relations Code. If the parties are unable to mutually agree to finalization by a single Arbitrator the grievance shall be settled by an Arbitration Board as provided for above.
- 9.04 The Arbitration Board or the Arbitrator is requested to meet within three (3) months following appointment and the parties' further request that a decision be rendered within one (1) month of the hearing.
- 9.05 The Arbitration Board, or a single Arbitrator, may direct the Company to reinstate the employee and pay the employee a sum equal to his wage loss by reason of his unjust suspension or unjust dismissal or such lesser sum as, in the opinion of the Arbitration Board or single Arbitrator, is fair and reasonable or may make such other orders as he considers fair and reasonable having regard to the terms of the Collective Agreement.

10.0 Standard Hour8 of Work

- 10.01 Regular hours of work will total 40 hours per week.
- 10.02 Standard hours of work are from 6:00 a.m. to 7:00 p.m. Employees will work their eight (8) hours within this range. Start and finish times are subject to operational requirements and will be scheduled by Management by giving consideration to employees' personal requirements.
- 10.03 Employees will work eight (8) hours per day Monday through Friday and will be entitled to one (1) flex day per month. Employees may save a maximum of three (3) flex days at any one time. Employees receiving flex days pursuant to this clause will be paid for 76.3 hours bi-weekly in recognition of those days off. In the event that the employee has already accumulated three (3) flex days and is unable to take a flex day in any given month, they will receive eight (8) hours at double (2X) time in lieu of their flex day.
- 10.04 Employees are entitled to a one (1) hour unpaid lunch break. If mutually agreed by management and the employee, the lunch break may be reduced to one-half (1/2) hour, and start/stop time will be adjusted accordingly.
- 10.05 Saturday and Sunday shift employees whose regular work day includes work for Saturday and/or Sunday shall be paid one (1) hours' pay for Saturday and/or Sunday so worked.

10.06 Shift Work

Employees covered by this agreement shall receive a shift differential of \$0.70 per hour for all hours that are worked between 5:00 p.m. and 7:00 a.m. When 50% or more of a shift falls within these hours, the shift premium will be paid for all hours of the shift.

10.07 Rest Periods

Employees who work five (5) hours or less shall be entitled to one (1), fifteen (15) minute break,

Employees who work more than five (5) hours shall be entitled to two (2), fifteen (15) minute breaks.

Where management schedules breaks, employees will not work more than three (3) consecutive hours between breaks. This includes a meal break where applicable.

11.0 Work Schedules

11.01 Notwithstanding the hours of work as per Article 10, regular hours of work may be established to respond to the operational needs of the Company. The Union shall be consulted in advance in writing with respect to any change in the regular hours of work schedule under Article 10. Such changes shall not be implemented until agreement from the Union Executive is obtained in writing. The Union shall consider the change and respond within ten (10) working days. Agreement shall not be unreasonably withheld.

12.0 Compensating Time Off

12.01 Certain positions are recognized as not conforming to the standard daily hours. These positions may work hours other than the standard daily hours, but shall not exceed forty (40) hours per week, Monday to Friday inclusive. Any employees in said positions who work in excess of forty (40) hours per week shall receive compensating time off at a rate of double time off for each hour worked in excess of forty (40) hours. If an employee is required to work during the weekend (Saturday/Sunday) the employee shall have the right to take compensating time off or be paid the prevailing overtime rate. Methods of compensation for weekend work shall be arranged by the employee with the supervisor in charge prior to working the extra time and shall be approved in writing by a supervisor so authorized.

13.0 Overtime-- Hourly and Monthly Employees

13.01 Overtime shall be calculated on the basis of double (2X) time for hours in excess of the normal daily hours, for hours worked on regular days off and emergency calls. Overtime calculations shall be based on regular list pay and shall not include shift differential or any other premiums. Management will only direct overtime to be worked where the work is required to be performed to meet operational deadlines. Overtime will only be paid where the manager provides prior explicit authorization for the employee to work overtime.

13.02 Overtime for salary-rated employees shall be calculated on the basis of the regular working hours.

13.03 Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate. The employee must designate at the time of work,

their choice of cash payment or lieu time. The banking of time off in lieu of overtime shall be limited to a maximum of one hundred and sixty (160) hours at their regular rate of pay. The taking of lieu time off to be mutually agreed between the employee and management. Any overtime accumulated by an employee and not taken as time off prior to November 30 of each year (i.e. December 1 to November 30) shall be paid out at the end of the last full pay period of November, however, any overtime accumulated during the month of November can be carried over into the following year.

13.04 In the giving out of overtime, the Company agrees that such overtime will be distributed as equally as possible among members of the work group or sub-department concerned.

13.05 On-call and part-time employees will be eligible for overtime when working in excess and eight (8) hours in a day or forty (40) hours in a week or the daily and weekly hours of work as determined for the work area. These employees are not eligible for flex days, however, should these employees work in excess of one hundred and fifty-two point six (152.6) hours of straight time over two (2) consecutive pay periods they will be eligible for overtime for all hours in excess of one hundred and fifty-two point six (152.6).

14.0 Callout

14.01 Where an employee is called in by Management and it does not immediately precede or follow their regular hours of work, they shall receive a minimum of two (2) hours at double (2X) time.

14.02 Extensions of the day's work which are interrupted by a supper break in excess of two (2) hours shall be paid as call-outs regardless of prior notification having been given. Extension of the day's work which is expected to last in excess of two (2) hours shall include a twenty (20) minute lunch break on Company time.

15.0 Standby Pay

15.01 Standby service may be retained as required. Employees held on standby shall be paid for standby service on the following basis: \$20.66 per 24-hour period.

If the employee is scheduled for standby on a day of rest or statutory holiday, the employee will receive \$53.04 per 24-hour period.

Standby allowance will only be paid to employees officially designated by Management for such duty.

16.0 Transfers & Promotions

16.01 When a vacancy occurs or a new position is created in any department, such vacancies or new positions shall be filled from the staff of the department or members of the bargaining unit provided that the applicant can qualify and has seniority as defined. Where Management considers some permanent employees in higher or equivalent position in the immediate or related work group, within the department to be suitable, Management may offer the position to such employees in descending order of their seniority without posting the position. Where the company has decided to advertise the vacant or newly created position outside the company service, the company agrees that applications received will not be considered until all applications from employees within the bargaining unit have been assessed.

- 16.02 It is further agreed that Management shall have the sole right to make the decisions as to whether vacant positions shall be posted. Upon a vacant position being posted it is understood between the parties that the position shall be posted on a service-wide basis for a period of not less than five (5) nor more than fifteen (15) working days, unless otherwise mutually agreed in writing. The Union will be consulted in the event the position cannot be filled within a five (5) week period from the date the posting closes. The qualifications for the position will be reviewed if the position is not filled by any of the applicants and Management decides to re-post.
- 16.03 Education, training, experience and ability shall be considered in transfers and promotions. Where these factors are judged to be relatively equal, seniority shall be the determining factor. Qualifications may not be established in a discriminatory manner.
- 16.04 Seniority is defined as the length of service in the bargaining unit since most recent date of hire except as provided in Article 31.02. An employee's seniority date shall be adjusted to account for any leaves of absence without pay that exceed thirty (30) consecutive days, except as specifically provided in Article 26.03.
- 16.05 As part of the normal posting process, a copy of all the company postings shall be forwarded to the Union. Within ten (10) days from the date of appointment to CUPE positions, the Union will be notified, in writing, of the appointee's name.
- 16.06 All permanent employees promoted or transferred under the provisions of Article 16 shall serve a six (6) month trial period in their new position. In the third and fifth month employees shall have performance status reports prepared. When an employee receives an unsatisfactory report, the employee's attention will be drawn to the part of the form which indicates the employee's option to grieve.
- 16.07 Permanent employees shall be permitted, or may be required by Management, to revert to their previous permanent position, during the six (6) month trial period stated in Article 16.06. Employees must have completed a probationary or trial period in their previous position to have these reversion rights. Employees going beyond the stipulated six (6) months due to the employee accepting one or more positions will be eligible for redeployment should they be unsuccessful in the new position.

Permanent employees, promoted or transferred from a permanent position under the provisions of Article 16, to a limited term position shall retain seniority, for up to twelve (12) months, in the permanent position from which they were promoted or transferred and for which they have completed a probationary or trial period. Such employees will be returned to their former position and salary rate without loss of seniority at the expiry of the limited term position or the twelve (12) month period, whichever is less, unless previously reverted at their own or Management's request. Employees going beyond the stipulated twelve (12) months will be eligible for redeployment at the end of the limited term position.

Any permanent employee displaced as a result of movement under this Article will, if applicable be returned to their former permanent position.

- 16.08 The Union shall be notified when members of Local 38 transfer or are promoted to positions within the company not represented by Local 38. Such employees shall retain seniority in the position from which they were transferred or promoted consistent with Article 16.07 and in accordance with the time periods expressed therein. Employees shall continue to pay Union dues to Local 38 during this period based on the rate paid to employees immediately prior to such transfer or promotion.

17.0 Temporary Assignments

- 17.01 Employees who are assigned to perform the major duties and responsibilities of a higher rated position in the bargaining unit for a period of one (1) full working day or more, shall be paid one step higher in their current pay grade or the bottom step in the salary range of the class to which they are assigned, whichever is the higher dollar amount.
- 17.02 One (1) additional incremental pay step in the senior pay scale will be paid if the employee concerned has relieved in the senior position, or a position of the same pay grade and level as the senior position, within the bargaining unit for two (2) weeks or more.
- 17.03 After the relieving employee has become eligible to receive the additional pay step as described in Article 17.02, accumulated time relieving in the senior position for period of one (1) full working day or more shall earn increments as per Article 43.
- 17.04 The employee who is requested to perform the major duties and responsibilities of a higher rated position outside the bargaining unit for a period of one (1) full working day or more shall receive an increase of ~~no~~ less than five percent (5%) of their current rate of pay. The decision regarding the compensation shall be at the Manager's discretion. Assignments ~~outside~~ the bargaining unit are not mandatory.
- 17.05 Upon being appointed permanently to the senior position, an employee will receive a pay rate not less than he would have received under the immediately foregoing regulations for temporary relief of senior positions.
- 17.06 In the assignment to higher rated positions, the Company agrees that such assignments will be distributed as equally as possible amongst those employees of the department or sub-department concerned who are able to perform the required work.

Employees offered the opportunity to relieve in a senior position have the ability to decline such a request.

An employee assigned to perform ~~inter-departmental~~ and/or inter-job family assignments of a lower pay grade shall continue to receive their current rate of pay.

Article ~~17.01~~ shall apply to employees assigned to perform inter-departmental and/or inter-job family assignments of a higher pay grade for a full day or more.

An employee shall not be financially penalized due to interdepartmental and/or inter-job family assignments.

18.0 Temporary Work with the Bargaining Unit

- 18.01 The parties agree that the Company may use outside employment agencies for short-term, temporary support and will pay the Union the applicable percentage to reflect Union dues associated with that position (payment will be provided by either the agency or the company).

- 18.02 The maximum period for use of employment agency employees will be three (3) months unless otherwise agreed to in writing.
- 18.03 The Company will ensure that employment agency employees receive no less than the Step 1 rate of pay for the position to which they have been assigned.

19.0 Job Evaluation – General Principles

- 19.01 The company agrees that at any time should it wish to exempt any position or employee from Local 38's bargaining unit it shall first discuss same with the Officers of Local 38 and failing agreement between the parties it shall be submitted to the Labour Relations Board for settlement.
- 19.02 The company and the Union agree to establish and maintain a job evaluation process.
- 19.03 The company and the Union agree to accept the job evaluation system and ratings for all positions in each job family and/or classification as established by the predecessor company.
- 19.04 It is the responsibility of the Human Resources Compensation and Benefits department ("Compensation & Benefits") and the Union to determine the appropriate classification and job family based on the descriptions and the information submitted by the incumbent and supervisor. Compensation & Benefits may consult with the incumbent's supervisor or a member of Human Resources in order to make a determination of the appropriate job family and classification. Once a determination has been made, it will be forwarded to the Union for its review and agreement.
- 19.05 When the company experiences difficulty in recruiting employees for certain positions because of the rate of pay required by the market place, the company shall have the right to set Out of Schedule pay rates above the evaluated pay rates. The Union will be notified of Out of Schedule positions, pay rates and changes thereto. All incumbents in positions identical to that which is adjusted because of the market will be moved on a Step to Step basis to the Out of Schedule pay rate. Increments in the Out of Schedule pay rates will be earned in accordance with the policy affecting the evaluated pay rate. Salary anniversary date will not be changed.
- 19.06 Employees receiving Out of Schedule pay rates will be given six (8) months notice in writing of any reduction or cancellation of the Out of Schedule rates and be returned to the evaluated rate on a Step to Step basis. All employees to whom this Article is applicable shall be notified of the evaluated rate of the Job Classification.
- 19.07 The Company will advise persons in over-range positions of sources available and the Company policy for retraining. Over-range employees, upon request will have those resources made available; however, any advancement will only be made through the normal procedure of filling vacancies.

20.0 Establishment of New Positions

- 20.01 Upon receipt of an approved Departmental request for an additional established position, Compensation & Benefits will conduct a preliminary review, establish the position, and assign a tentative classification. If a new position that has been filled for at least six (6) months requires amendments, Compensation & Benefits will review these amendments and confirm the final evaluation. Once a determination has been made, it will be forwarded to the Union for its review and agreement.

- 20.02 Rates and conditions shall **be** effective at the date of commencement of the position.
- 20.03 The incumbents of new or amended new positions that have been evaluated shall be informed **by** their supervisor/manager within one (1) month of the classification of their position, with a copy to the Union.

21.0 Request for Review Based Upon Change in Duties or Reorganization

- 21.01 In the event the duties assigned to a position have changed or if a change of duties occurs due to a reorganization, the employee, the employee's supervisor or the Company may request a review of the position by Compensation & Benefits and the Union.

If the employee, the employee's supervisor or the Company requests a review, the employee will be required to complete a CUPE Local 38 job description template and submit it to their supervisor for review and/or comment.

The supervisor is required to review and submit the completed **job** description template to Compensation & Benefits within thirty (30) days from the date of change of the position. Compensation & Benefits will analyze and evaluate the job and send the evaluation results to the Union for their review and agreement.

- 21.02 If a position is vacant at the time of the request for review, Compensation & Benefits will conduct a preliminary review and assign a tentative classification. If after the position has been filled for at least **six (6)** months it is determined to require amendments, Compensation & Benefits, in conjunction with the Union, will review these amendments and confirm the final evaluation.
- 21.03 Incumbents and initiators of the request for re-evaluation shall be informed within three (3) months of the classification of their position, with copies to both Management and Union.
- 21.04 Following the review by Compensation & Benefits, any resulting change in classification shall be made **retro-actively** to the date of the request or to the date of changed duties, if such date can be positively identified and is no more than six (6) months prior to the date of the request for review. If the Company or any employee requests a review and the employee's salary is over-range as a result of the review of the position by Compensation & Benefits, their salary rate shall be maintained, with no further increases to the rate in effect at the time of Compensation & Benefits' final decision. The salary rate shall remain in effect until the maximum of the applicable salary range equals or surpasses the employee's "red-circled" rate, or a maximum period of two (2) years, whichever occurs first, **at** which time the employee's wage rate will fall **to** the highest step in the position's reclassified salary range, plus 60% of the difference between the highest step in the position's classified salary range and their wage rate as of the date of red-circling.

22.0 Appeals to Job Evaluation Decisions

- 22.01 The incumbent(s) or the Union may appeal a job evaluation. Such appeal shall be submitted to the supervisor and Compensation & Benefits within thirty (30) calendar days of receiving the results of the evaluation. The appeal shall be in writing and specify the grounds of the appeal.
- 22.02 Within a further ten (10) working days, the appeal will be jointly investigated by a Union representative and the appropriate Human Resources representative in an effort to resolve the appeal with the supervisor and the employee. Following

completion of the investigation, the supervisor will consider the appeal and provide a written response to the Union and Human Resources representatives within ten (10) working days.

- 22.03** An appeal not settled under Article **22.02** may be referred in writing by the Union to the appropriate Senior Manager within ten (10) working days of the Article **22.02** reply. The Parties shall meet to discuss and attempt to resolve the appeal. The Company shall reply within fifteen (15) working days of the meeting. If the appeal is not settled at this step, it may be referred to the process as outlined in Article **22.04** within thirty (30) working days of receipt of the Company's reply.
- 22.04** If the appeal is not resolved under Article **22.03**, then the appeal shall be referred to an Arbitrator as appointed and approved by the Parties. The Arbitrator's decision will be final and binding.
- 22.05** For all cases referred to an Arbitrator under Article **22.04**, the costs of the Arbitrator shall be shared equally by the Parties, including the Arbitrator's fees, travel and expenses,

23.0 Position Elimination and **Redeployment** and **Lay Off**

- 23.01** In the event it becomes necessary to reduce the working force for reasons of lack of work, the Company shall approach the ~~position-eliminated~~ employee and offer them two options, either severance as per the formula contained within Article **29** or redeployment (pursuant to Article **23**). If the Company chooses to not offer severance, the Company must pursue the redeployment process pursuant to Article **23.03**.
- 23.02** If the employee is offered severance and accepts the severance, his employment shall be terminated and no redeployment or recall rights shall be available to him. If the employee is offered severance and declines the offer, management is obligated to pursue the redeployment process according to Article **23.03**.
- 23.03** If the employee chooses redeployment, the Company shall embark upon the following redeployment process: (a) vacancies in the same pay grade, for which the employee is qualified, are canvassed first. (b) If no vacancies are found, other vacancies in lower pay grades can be canvassed or else the employee can choose to bump a more junior employee out of his/her position, as long as the position sought after is of the same pay grade (or lower) as the ~~position-eliminated~~ job and the ~~position-eliminated~~ employee is qualified for that chosen job. If bumping is chosen, bumping shall occur in the following order:

First: Temporary employees
Second: Probationary employees
Third: Permanent employees in order of seniority

If the redeployment process has been pursued and an alternate position has been found, the employee will be placed into that new position at the pay rate assigned to that new position. The employee will not receive severance pay.

If the redeployment process has been pursued and an alternate position has not been found, the employee will be terminated and will be entitled to severance pay pursuant to the formula contained within Article **29**. Rights to redeployment and recall will not be available.

- 23.04** In the event of lay off, Management shall review the nature of the reduction with the Union prior to affecting the lay off. The Company shall make every effort to absorb present staff rather than fill vacancies normally occurring through resignations, retirement, promotion or other reasons. In the event of a position elimination where redeployment is being pursued, Management shall first review the nature of the redeployment with the Union.
- 23.05** The parties recognize that there may be some unique situations where, not due to lack of work or position elimination, it is in the best interest and desire of the Employer and an employee that severance be offered to that employee. In those situations, and at the discretion of the Employer, the Employer may offer severance to an employee after first having discussed the situation with the Union. The employee may refuse the offer of severance and his/her employment will continue as if such an offer had not been made. If he/she accepts such an offer, he/she will receive severance pursuant to the formula contained in Article 29 and her/his employment will be terminated, and rights to redeployment and/or recall will not be available.

24.0 Recall

- 24.01** If a vacancy in an established position arises in a classification in a work group formerly reduced, permanent employees previously removed from that classification will be offered the opportunity once only, in order of seniority, to return to their former jobs. This right to return without posting shall be in effect for twenty-four (24) months from the date of removal.
- 24.02** If the work force is to be increased, former permanent employees shall be offered re-employment in order of seniority provided they are qualified and able to perform the required work satisfactorily. Such employees subject to reemployment shall be notified by double registered mail to the last address provided by the employees.
- 24.03** An employee who has been recalled must notify the Company of his intention to return to work within five (5) working days from the time the recall has been received by the employee.
- 24.04** An employee must report to work within fifteen (15) calendar days from the date of their acceptance of recall. If offered re-employment and the former employee does not notify the Company of his intention, refuses re-employment to a full time established position, or does not report for work as required after acceptance, he shall lose any rights under this Article. Any employee not re-employed within twelve (12) months of his layoff shall lose any rights under this Article.
- 24.05** Former employees re-employed under Article 24 shall have their service date reflect service previously accumulated to date of lay off.

25.0 Loaning of Employees

- 25.01** An employee may be loaned to any other private business firm or municipality for the purpose of giving or receiving instructions in his particular line of work, if approved by the Company, and shall not forfeit any of his seniority rights. During such loan period the employee will be required to pay the usual levies for sickness and non-occupational accident benefits, group insurance, Workers' compensation, pension fund, and any other levies which are proper to be made, on the basis of his average earnings over a period of the six (6) months immediately preceding the date of being loaned.

26.0 Leaves of Absence

General:

26.01 Any employee desiring leave of absence without pay shall apply for same to their Manager. Review and approval of such leave shall be in accordance with operational requirements and shall not be unreasonably withheld. Employees whose leave of absence without pay has been denied shall have the right to challenge the decision through the grievance procedure (Article 8).

Pursuant to Article 16.04, an employee's seniority date shall be adjusted and notwithstanding the definition of "Service" the employee's service date shall be adjusted to affect the entitlement date of vacation, service pay, and any other service related entitlement, unless otherwise stated in this Article.

When an employee has been granted any leave of absence without pay for a period of more than thirty (30) consecutive days, unless otherwise stated in this Article, they shall be required to pay in advance or at a time and in a manner mutually agreed to between the employee and the Company, both the employee's and the Company's share of the premiums for applicable benefits, and any other levies normally in force had such leave of absence not been granted.

Where any leave of absence without pay has been granted for a period of thirty (30) consecutive days or less, such employee shall be required to pay in advance, or at a time and in a manner mutually agreed to between the employee and the Company, their share of the premiums for applicable benefits and other levies normally in force had such leave of absence not been granted. Premium rate, amount, and required benefit coverage on a leave of absence, shall be determined by the appropriate benefits company.

26.02 Union Leave

Where it is necessary for an employee to make application for leave of absence to perform duties of any office in their local Union or of the parent Union, such request shall have priority over all other applications. During the absence of any employee on special leave of this nature, such employee shall retain their original seniority rights with no decrease in status, but without claim to any promotions effected during their absence on leave. An employee on Union leave of any duration shall not be affected by Article 26.01 when the Union reimburses the Company for the wage and benefit costs.

26.03 Maternity Leave

A pregnant employee, who is permanent or who has twelve (12) months continuous service prior to the date of delivery shall be entitled to maternity leave without pay for a period not to exceed fifteen (15) weeks. A maternity leave is defined as the total time off work, before and after the birth of a child, including some health-related portion. During the health-related portion of a maternity leave, the employee may be eligible for benefits as any other employee absent on sick leave. During the first six (6) months of pregnancy, such employee shall apply in writing for maternity leave, including advice to the Business Unit of the estimated delivery date and date of commencement of maternity leave.

Maternity leave shall commence at the time designated by the employee, within twelve (12) weeks of the estimated delivery date, but no later than the date of the birth of the child. During such maternity leave, the employee shall be entitled to accumulate service and seniority in accordance with the Union Collective Agreement.

An employee who has applied for maternity leave shall be required to pay, in advance, for the non-health related portion of the maternity leave, their share of the premiums for applicable benefits and any other levies normally in force had such leave of absence not been granted.

Notwithstanding the above, an employee who is pregnant shall not continue in her position following such time as, in the opinion of the employee's personal physician, and in consultation with Health and Safety, her ability to carry out her assignment is limited by pregnancy. At this time the eligible employee may choose to be accommodated by alternate work which facilitates their health restrictions (if such is readily available and approved by the physician), or shall commence maternity leave, if she is within twelve (12) weeks of her estimated delivery date. Employees who are accommodated in alternate work will not receive less than their regular pay.

Such employee returning to work from maternity leave shall be reinstated to the same or similar position held at the time maternity leave commenced, but without claim to any promotions effected during absence on leave. For purposes of accommodating employees who have been granted maternity leave, the Union agrees to assist in finding a position including waiving of postings.

An employee who has not yet attained permanent status, but who has completed six (6) months or more continuous service may apply, and at the discretion of Management, be granted maternity leave without pay on the same conditions as a permanent employee listed above. If granted maternity leave, and upon returning to work from such leave, the employee shall be provided with work of a comparable nature at not less than the same salary and other benefits that had accrued to the employee prior to commencing maternity leave, without claim to any promotions effected during leave of absence.

26.04 Adoption Leave

Where an employee seeks leave of absence for the purpose of legal adoption, the employee shall be entitled to a leave of absence without pay, for a period not to exceed fifteen (15) weeks.

The employee shall give, where possible, written notice of at least six (6) weeks before the employee can reasonably expect to first obtain custody of the child being adopted. Where such prior notice is not possible, the employee shall give written notice as soon as is practical upon receiving notice of adoption.

The terms and conditions applicable to adoption leave shall be the same as those which apply to maternity leave except that the leave of up to fifteen (15) weeks shall commence on the date on which the adoptive parent first obtains custody of the child being adopted and the health related portion of maternity leave does not apply.

Where both adoptive parents are employees of the Company, they may share the adoption leave, with the total leave not to exceed fifteen (15) weeks. The parents may be granted leave simultaneously, subject to operational requirements.

26.05 Parental Leave

A natural or adoptive parent, who is a permanent employee or a non-permanent employee with at least twelve (12) months continuous service, is entitled to an unpaid parental leave of up to thirty-seven (37) weeks for the care of a new-born or adopted child. Parental leave will normally follow a period of maternity or adoption leave,

however it must be completed within one (1) year (fifty-two (52) weeks) from the date of delivery, or in the case of adoption, the date the child arrived home. If the Company employs both parents, they may share the leave, with the total not to exceed thirty-seven (37) weeks. The parents may be granted leave simultaneously, subject to operational requirements. During this leave of absence, the employee's service and seniority will continue to accrue and the Company will continue to pay its share of the benefit premiums.

26.06 Paternity Leave

An employee upon request may be granted paternity leave with pay for one (1) day for the purpose of attending to the birth of his/her child, or attending the spouse's release from hospital after giving birth, or on the day of first obtaining custody of a child who has been legally adopted.

26.07 Overstayed Leave

Where an employee overstays his/her leave of absence without permission of the Manager for more than three (3) days they shall be deemed to have resigned-unless in the opinion of the Manager such overstay was justifiable.

26.08 Military Leave

In the granting of leave of absence for military purposes, it is agreed that the terms of such leave will be in accordance with the Government of Canada regulations and any regulations passed by the Company relative to the Company pension and group insurance contributions.

26.09 Bereavement Leave

Leave of absence of seven (7) consecutive calendar days shall be permitted by the Manager, on request, in order to carry out the responsibilities incurred by the demise of the employee's: spouse, including common-law spouse, same gender spouse, child or step-child, parent, step-parent, step-brother, step-sister, grandchild, guardian, mother-in-law, father-in-law, foster child, ward, brother, sister, related dependent living in the household of the employee or grandparent of the employee or spouse. The employee will be paid for all scheduled working hours during this absence.

In addition to the above specified days, leave of absence without pay may be granted upon request, subject to the needs of the operation.

Employees serving vacation time shall not lose their entitlement for any bereavement leave for which they would otherwise qualify. Employees shall notify their Manager of the death of the relative, as soon as practical, in order to determine their entitlement for bereavement leave. Any period of vacation displaced, shall be reinstated for use at a later date.

26.10 Funeral Leave

Leave with pay to attend funeral services only, of persons related more distantly than those listed above, may be granted at the discretion of the Manager.

26.11 Leave to Visit a Terminally ill Relative

Bereavement leave may be granted to allow an employee to travel and attend to one of the persons listed in Article 26.09 who is terminally ill, provided the following criteria is met:

- a) The employee must provide to his/her Manager a current medical certificate from a qualified medical doctor which deems that the person listed above is terminally ill; and,
- b) The employee will only be allowed to access the rights under this Article once per each twelve (12) month period, per person listed above.

26.12 Examination Leave

At the discretion of the Manager an employee shall be allowed the necessary time off with pay and without loss of seniority and benefits to write examinations to upgrade their employment qualifications.

26.13 Witness Duty

Any employee who is subpoenaed as a witness in a civil case in which the Company's Legal Department certifies the Company as having an interest, or where called as a witness in a criminal case which the Company's Legal Department certifies as a work of good citizenship, shall not suffer any net loss of pay while so serving.

27.0 Union Officer's Rights

- 27.01 The Union shall list current appointments of Union Officers, Business Agents and Stewards in each work area with the Manager concerned and such shall be recognized by Management as part of the Grievance Procedure. A copy of such current list(s) of Union appointments shall be forwarded to Human Resources.
- 27.02 No grievance handling or Union activity shall take place on Company property, at work sites, or during working hours, without the permission of the exempt supervisor responsible for that work area, and such permission shall not be unreasonably withheld.
- 27.03 The Local Union shall have the right to have the assistance of Representatives of the Canadian Union of Public Employees when dealing or negotiating with the Company.
- 27.04 No employee shall be required or permitted to make any agreements with the Employer or his representatives which directly conflicts with this Agreement.

28.0 Warnings and Suspensions

- 28.01 When an employee is disciplined and the discipline is to be a matter of record the employee shall be given written particulars stating the reasons for the action and outlining the terms of the penalty (where applicable) and advised that the employee has the right to have the Local 38 Steward or other Union member present as an observer.

It is further agreed that after one (1) years time any disciplinary document will be removed from the employee's personnel file in the Human Resources Department,

their own department and in the Union's file and destroyed and not held against the employee in any way, provided that no further disciplinary incidents have occurred in this time-period. Any accumulation of ten (10) or more days' absence from work (excluding approved vacation time) will be **added** to the one (1) **year** period.

- 28.02 Under the supervision of Management and by appointment, an employee has the right to **see** his official personnel file held in the Human Resources Department, or where his Department maintains an equivalent file, his Departmental personnel file.
- 28.03 When an employee is suspended for a minor misdemeanor, such suspension shall not go into effect for two (2) working days after notice of suspension has been given in writing.
- 28.04 When employee(s) are exonerated, payment for lost time shall be made.
- 28.05 Should an employee be interviewed by Management for the purpose of determining disciplinary action, the employee shall be advised that he has the right to representation by a Union Representative.

29.0 Termination

- 29.01 Except for just cause, when a permanent employee is dismissed the employee shall be given notice, or pay in lieu thereof, as follows:
- Two (2) weeks per year of service, up to a maximum of 50 weeks.
- 29.02 Where an employee resigns he shall give the Company two (2) weeks' notice, in writing.

30.0 Wrongful Dismissals

- 30.01 An employee who has been wrongfully dismissed by the Company, and who is later exonerated shall not lose seniority and shall be compensated in full for all time lost.
- 30.02 Any employee desiring to appeal against his dismissal shall do so under the Grievance Procedure, and in **such** cases the first two (2) steps may be omitted,
- 30.03 The Union shall be notified in writing of all dismissals.

31.0 Re-Engagement of Former Employees

- 31.01 Where an employee leaves the Company's service or is dismissed for cause and is later re-engaged, his seniority shall date only from the date of his re-engagement.
- 31.02 Where a permanent employee is laid off under Article 23 and is re-employed within twelve months, his seniority date shall reflect seniority previously accumulated to his date of layoff.

32.0 Vacation

- 32.01 The Company's vacation year is from January 1 to December 31. Effective January 1, 2006, **all** employees covered by this agreement shall be entitled to receive vacation with pay in accordance with the following:

Every employee is entitled to a minimum of three (3) weeks vacation during the vacation **year**.

Beginning in the vacation year of the employee's 10th anniversary, the employee's vacation entitlement increases to four (4) weeks.

Beginning in the vacation year of the employee's 15th anniversary, the employee's vacation entitlement increases to the maximum annual entitlement of five (5) weeks.

Employees who join the company after January 1 of a given vacation year shall receive a pro-rated vacation entitlement for the balance of that vacation year. An employee shall earn his/her vacation entitlement by the end of the vacation year, although the employee may take his/her vacation anytime during that vacation year. Vacation requests will be approved by the Company based on operational needs.

- 32.02 Employees may elect to be paid out two (2) weeks of their current vacation entitlement once per vacation year provided the minimum provincially legislated vacation time is taken. Statutory Holidays occurring during vacation periods shall be honoured and vacation will not be deducted for that day.
- 32.03 If employment is terminated and proper notice given, the employee shall be paid out any vacation earned and not taken. If the employee is in a deficit position with respect to vacation taken but not earned, the Company reserves the right to withhold the amount owing from the employee's final pay.
- 32.04 Vacation pay for one (1) week vacation as defined above shall be forty (40) hours for full time employees. Vacation pay for part-time employees shall be calculated in accordance with Article 7.08.
- 32.05 Employees may request to take their vacation entitlements in periods of no less than one half day, subject to the agreement of the employee's supervisor,

33.0 Banking of Vacations

All vacation banks in existence as at January 1, 2006 shall be grandfathered and converted to a dollar value at the employee's wage rate as at December 31, 2005 and held in a Grandfathered Vacation Dollar Bank. Subject to the needs of the department, employees may take time off from the Grandfathered Vacation Dollar Bank at the employee's wage rate in effect when the time off is taken.

As of January 1, 2006, employees may defer vacation days to the following year provided the minimum provincially legislated vacation time is taken each year. Vacation earned in a given vacation year may only be deferred until the end of the following vacation year, at which time the deferred vacation will be paid out at the wage rate as of that date.

Any deferred vacation must be taken prior to the current year's vacation and shall only be taken subject to the needs of the department.

Employees may elect to be paid out up to one hundred percent (100%) of their total deferred vacation and/or Grandfathered Vacation Dollar Bank, once per vacation year.

34.0 Statutory Holidays

34.01 The following shall be defined as legal holidays:

- New Year's Day
- Family Day
- Good Friday
- Easter Sunday

Victoria Day
Canada Day
August Civic Holiday
Labour Day
Thanksgiving Day
Remembrance Day

One-half (1/2) day on the working day preceding Christmas Day
Christmas Day
Boxing Day

All general holidays proclaimed by the City of Calgary and/or the Province of Alberta and/or the Government of Canada shall also be recognized as legal holidays, except when replacing the named holidays, in which case the lieu Statutory Holiday only shall be recognized.

- 34.02 All employees with less than thirty (30) days service in the preceding twelve (12) months shall not be entitled to pay for Statutory Holidays as defined in Article
- 34.03 No benefit shall be granted to any employee for any such legal holiday, if the employee is absent the working day immediately before or immediately following the holiday, unless he has prior permission, or produces proof of illness for such absence. If a Statutory Holiday falls during a period of approved sick leave, the employee shall receive only his regular S & A pay for which he is eligible.
- 34.04 Where a Statutory Holiday falls on a Saturday or Sunday or on an employee's day off and such day is not worked by the employee, the employee shall be entitled to take a regular working day off in lieu of such holiday. Such day off to be mutually agreed upon, between the employee and his supervisor, and shall be taken not later than the end of the subsequent year's vacation.
- 34.05 Employees with more than thirty (30) days service in the preceding twelve (12) months who work any Statutory Holiday occurring during his regular work period shall be entitled to double time (2X) pay for hours worked plus straight time for the holiday. Shift workers shall receive a minimum of six (6) statutory holidays off per year or lieu days thereof.

35.0 Occupational Health and Safety

- 35.01 An effective occupational health and safety program is dependent on a specific policy set by the Company and made clear to all employees who accept safety operations as part of their normal responsibilities.
- 35.02 The Union agrees to select two (2) members to serve on the Health and Safety Committee to meet with representative(s) of the Company. Members of the Committee engaged in meetings, safety investigations, and/or worksite inspections with a Company Health and Safety department representative shall not suffer loss of regular pay or benefits.
- 35.03 Upon presentation of a proposed agenda the Committee may meet once a month to discuss health and safety concerns and make recommendations on matters affecting the health and safety of employees.
- 35.04 Subject to the exigencies of the operation, a committee member may wish the committee to conduct a worksite inspection in conjunction with the next meeting.

A representative of the Company's Health and Safety department will arrange for the worksite inspection.

36.0 Short Term Disability and Workers Compensation

36.01 All permanent or probationary full time or part-time employees and temporary full-time employees are eligible for short term disability leave (STD) benefits. Temporary Part-Time employees who accumulate more than 2080 paid hours with the Company shall also be eligible for STD benefits. Accumulated hours paid to Temporary Part-Time employees as of the date of ratification will be counted toward the 2080 hour threshold for STD eligibility.

36.02 Eligible employees who are unable to work as a result of illness or an off-the job accident or injury will be eligible to receive the following paid STD benefits:

Years of Service	Weeks at 100%	Pay Weeks at 60% Pay
Less than 5	First 6 weeks	Next 20 weeks
Five (5) to less than ten (10)	First 13 weeks	Next 13 weeks
Ten (10) or more	26 weeks	None

36.03 It shall be the responsibility of the employee to give as much notification to his supervisor as is reasonable under the circumstances, prior to absence on account of illness. If an absence due to illness or disability exceeds four (4) working days, a medical certificate shall be required by the Company. The employee shall provide as much notification to his supervisor as is reasonable in the circumstances prior to returning to work.

36.04 The Company reserves the right to implement an attendance management program as well as manage STD claims through a third party health benefits administrator. It is mandatory for all employees applying for STD benefits to participate in the Company's attendance management and STD program.

36.05 When an employee sustains an occupational injury while in the Company's service, the employee must apply to WCB for benefits. When an employee is entitled to STD, or benefits under an applicable benefits company, he shall receive from the Company such compensation that will equal ninety percent (90%) of his regular take home pay averaged over the six (6) months pre-injury provided that payments received from the Workers' Compensation Board are assigned to the Company or the applicable benefits company. During the waiting period between occupational injury and the Workers Compensation Board's initial determination respecting payment of benefits, the employee will receive STD benefits in accordance with Article 36.02 above. Upon approval of WCB benefits, the Company will: (1) not seek to recover from the employee the 10% difference between STD payments and WCB payments during the waiting period referenced in the preceding sentence; (2) if necessary, reimburse the difference between any STD paid at 60% and the WCB payment of 90%. If WCB declines the claim, the employee must proceed through the Company's STD program to receive STD benefits.

36.06 All employees on Long Term Disability shall accrue service for future vacation entitlement. If an employee is absent on Short Term Disability or Workers' Compensation for a total of twenty-six (26) weeks or less, he shall not lose any vacation entitlement.

37.0 Car Allowance

37.01 Employees who ~~are~~ required to use their personal vehicles for the purposes of performing their work duties may submit their kilometers driven to their manager for reimbursement at Revenue Canada's current maximum rates.

38.0 Service Pay

38.01 Employees covered by this Agreement shall be paid service pay as follows:

- after 10 years service with the Company, \$10.00 per month
- after 15 years service with the Company, \$15.00 per month
- after 20 years service with the Company, \$20.00 per month
- after 25 years service with the Company, \$25.00 per month

Eligible employees shall receive a pro-rated portion of their service pay in every regular pay period such that an employee shall not be paid less than the monthly allotment per the above schedule.

39.0 Short and Over Account

39.01 It is agreed that employees handling **cash** will receive no benefits from overages and will not be called upon to make up any shortages in their daily cash balances. A record now being kept of daily shortages and overages by employee will be maintained. The results of an examination, to be made at periodic intervals by the Management, will determine *the* actions to be taken.

40.0 Automation and Job Security

40.01 Management will assume all its responsibilities with regard to employees who may be affected by automation or mechanization. For this reason, Management agrees to set up retraining or refresher programs for employees thus affected. Management shall endeavour to give the Union notice of the implementation of new methods and discuss with the Union any action liable to cause manpower problems. If an employee cannot cope with technical or technological improvements, and has to transfer, and is able to do the work to which he transfers, he shall continue to receive the wage rate he enjoyed at the time of his transfer, until such time as the lower rate reached his former rate at the time of his transfer.

41.0 Pension Plan

41.01 The Company acknowledges that employees in service before the date of ratification of this Collective Agreement and whose work falls under the scope of this Collective Agreement are members of the Accenture Business Services for Utilities Inc. Pension Plan (Alberta) ("The Alberta Plan"), in the Province of Alberta, and come under the terms of reference of The Alberta Plan.

41.02 New employees joining the Company after the date of ratification of this Collective Agreement and whose work falls under the scope of this Collective Agreement shall be restricted to participation in the Defined Contribution Provisions of The Alberta Plan.

42.0 Retroactivity

If the date of the signing of this Agreement falls after April 1, 2005, eligible employees in the Level A wage band per Schedule A who are employed or who have retired between April 1, 2005 and the date of signing of this Agreement shall receive payment on base salaries only as outlined in Schedule A, retroactive to April 1, 2005. Eligible Level A employees who terminate their employment between April 1, 2005 and the signing date of this agreement shall receive retroactive payments on base salaries only as outlined in Schedule A, provided these employees apply for same within thirty (30) days of the date of signing of this Agreement.

43.0 Incremental Increases

Salary incremental increases will be as follows:

Movement from Step One (1) to Step Two (2)	Twelve (12) Months
Movement from Step Two (2) to Step Three (3)	Twelve (12) Months
Movement from Step Three (3) to Step Four (4)	Six (6) Months
Movement from Step Four (4) to Step Five (5)	Six (6) Months

44.0 Copies of This Agreement

44.01 The Company shall undertake to arrange for the printing of sufficient copies of this Agreement within ninety (90) days of signing by both parties. Provided that the Company chooses to use a unionized printing company, the Company and the Union will share equally in the cost of printing of this Agreement.

45.0 Pay Days

45.01 All employees shall be paid on a bi-weekly basis. If the normal pay day is a nonworking day, an effort will be made to pay on the working day immediately prior to the normal pay day.

45.02 The Company reserves the right to change its pay schedule upon providing employees and the Union with at least two (2) months notice of this change. The Company will meet with the Union during this notice period to discuss the payroll transition plan,

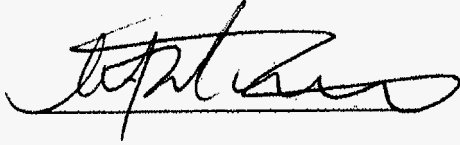
46.0 Pay Schedules

46.01 The Company and the Union agree to accept the Classification and Pay Grade as shown in the attached Schedule A.

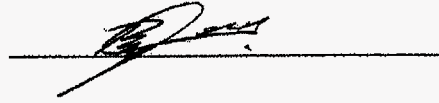
Signed this 10th day of April, 2008 in the City of Calgary, Alberta.

Signed on Behalf Of
Accenture Business Services for
Utilities Inc.

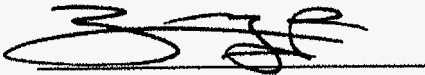
Signed on Behalf Of
Local 38, Canadian Union of Public
Employees



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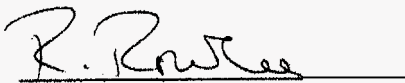
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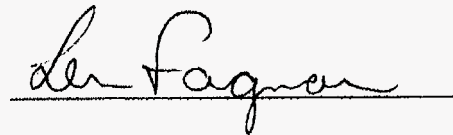
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SCHEDULE A – Pay Notes and Structure

Subject to ratification by the Union and the Employer, the Parties agree as follows:

- A. On a without prejudice or precedent setting basis, subject to ratification by the Union and the Employer, the Employer agrees to pay:
- i) To all non-red circled employees on the payroll as of October 1, 2007 a lump sum payment equivalent to Eleven percent (11%) for each hour paid between May 31, 2007 and October 31, 2007 at their base rate of pay.
 - ii) To all red circled employees on the payroll as of October 1, 2007, a lump sum payment equivalent to Five and One Half percent (5.5%) for each hour paid between May 31, 2007 and October 31, 2007 at their base rate of pay.

This lump sum shall be payable within thirty (30) days from the payday immediately following the day of the Union's notification to the Employer that the Collective Agreement has been ratified (the "Lump Sum Payment Date"). If the lump sum is not paid by the Lump Sum Payment Date, for each payday missed after the Lump Sum Payment Date a penalty of one percent (1%) of the lump sum payable to the employee will be paid by the Employer in addition to their original lump sum. This penalty applies only to lump sums payable to employees actively on the payroll as the date of ratification.

- B. Effective November 1, 2007, for all non red circled employees, an eleven point four percent (11.4%) increase will be added to all rates of pay for the Accounting Assistants, Administrative Assistants and the Administrator classifications. Further, a twelve point six percent (12.6%) increase will be added to all rates of pay for the Billing, Customer Services Representatives and Trainer and Technical Advisor classifications, as set out in the attached pay grid.

Employees will be placed on the pay grid at the same step (1-5) that they are at on the current grid as at November 1, 2007. Further, their length of service, for the purposes of in-range movements, will be maintained.

Employees currently placed at the start rate (Step 1) will be placed at either the start rate or the six (6) month rate based on their length of service. For example an employee with eight (8) months of service in the current position who is at Step 1 (the start rate) of the current grid will be placed at the Step 2 (the new six (6) month rate). In four (4) months thereafter that employee will be moved in-range to the new Step 3 (the twelve (12) month rate).

For further example, an employee with thirty (30) months of service in their current position who is at Step 4 of the current grid will be placed at Step 4 (the new twenty-four (24) month rate). Their length of service will also be maintained, so that six (6) months thereafter that employee will be moved in range to Step 4 (the thirty-six (36) month rate).

All new employees will follow the allotted timeframes for the steps in their pay level.

- C.** Effective December 31, 2007 a five percent (5.00%) increase will be applied to all rates of pay on the grid, resulting in the attached pay grid being put into effect.
- D** Any employee whose rate of pay is above the top step increment will not have their current pay reduced but will retain their current rate of pay until the top step increment OR the pay grid for their job level exceeds their rate of pay; at this point, the rate of pay for those employees will increase to the closest rate on the grid.
- E.** The Agreement will expire on 31 December 2008.
- F.** The Parties acknowledge that:
- i) Retroactivity for non-red circled and red circled employees for the period between May 31, 2007 and October 31, 2007 shall be as outlined in paragraph A (i) and (ii) above respectively;
 - ii) Non-red circled employees are entitled to placement on the new pay grid to be implemented November 1, 2007 and shall be entitled to their applicable wage increase retroactive to November 1, 2007.

In light of the foregoing, Article 42 of the Collective Agreement re Retroactivity shall accordingly be deleted and replaced with the following language:

42. If the date of the signing of this Agreement falls after May 30, 2007, eligible employees who are employed or who have retired between November 1, 2007 and the date of signing of this Agreement shall receive payment on their base salary retroactive to November 1, 2007. Employees who terminate their employment between November 1, 2007 and the signing date of this Agreement shall receive retroactive payments on their base salary, provided these employees apply for same within thirty (30) days of the date of the signing of this Agreement.

1-Nov-07

		1 Nov 07	1 Dec 07	1 Jan 08	1 Feb 08	1 Mar 08
Accounting Assistant	A	\$13.88	\$14.75	\$15.62	\$16.49	\$17.36
	A/B	\$14.67	\$15.59	\$16.50	\$17.42	\$18.34
	B	\$16.05	\$17.05	\$18.06	\$19.06	\$20.06
	C	\$18.51	\$19.67	\$20.82	\$21.98	\$23.14
	C/D	\$20.19	\$21.45	\$22.71	\$23.97	\$25.23
	D	\$21.87	\$23.24	\$24.60	\$25.97	\$27.34
Administrative Assistant	A	\$14.40	\$15.30	\$16.20	\$17.10	\$18.00
	B	\$16.02	\$17.03	\$18.03	\$19.03	\$20.03
	C	\$18.99	\$20.18	\$21.37	\$22.55	\$23.74
	CID	\$20.13	\$21.39	\$22.65	\$23.91	\$25.17
	D	\$21.28	\$22.61	\$23.94	\$25.27	\$26.60
	E	\$23.96	\$25.45	\$26.95	\$28.45	\$29.94
Administrator	A	\$13.64	\$14.50	\$15.35	\$16.20	\$17.06
	B	\$15.11	\$16.05	\$16.99	\$17.94	\$18.88
	C	\$18.56	\$19.72	\$20.88	\$22.04	\$23.20

	CID	\$19.89	\$21.13	\$22.38	\$23.62	\$24.86
	D	\$21.21	\$22.54	\$23.86	\$25.19	\$26.51
	E	\$23.80	\$25.29	\$26.78	\$28.27	\$29.75
Billing	A	\$13.05	\$13.87	\$14.68	\$15.50	\$16.32
	B	\$17.00	\$18.06	\$19.12	\$20.19	\$21.25
	C	\$19.94	\$21.19	\$22.44	\$23.68	\$24.93
Customer Service Rep	A	\$13.05	\$13.87	\$14.68	\$15.50	\$16.32
	B	\$17.00	\$18.06	\$19.12	\$20.19	\$21.25
	B/C	\$18.47	\$19.62	\$20.77	\$21.93	\$23.08
	C	\$19.94	\$21.19	\$22.44	\$23.68	\$24.93
Trainer & Tech Advisor	A	\$21.29	\$22.63	\$23.96	\$25.29	\$26.62
	B	\$24.55	\$26.08	\$27.62	\$29.15	\$30.68

31-Dec-07

		12 Mo	24 Mo	36 Mo	48 Mo	60 Mo
Accounting Assistant	A	\$14.58	\$15.49	\$16.40	\$17.31	\$18.22
	A/B	\$15.40	\$16.37	\$17.33	\$18.29	\$19.25
	B	\$16.85	\$17.91	\$18.96	\$20.01	\$21.07
	C	\$19.44	\$20.65	\$21.87	\$23.08	\$24.29
	CID	\$21.19	\$22.52	\$23.84	\$25.17	\$26.49
	D	\$22.96	\$24.40	\$25.83	\$27.27	\$28.70
Administrative Assistant	A	\$15.12	\$16.07	\$17.01	\$17.96	\$18.90
	B	\$16.82	\$17.88	\$18.93	\$19.98	\$21.03
	C	\$19.94	\$21.19	\$22.43	\$23.68	\$24.93
	C/D	\$21.14	\$22.46	\$23.78	\$25.10	\$26.42
	D	\$22.35	\$23.74	\$25.14	\$26.54	\$27.93
	E	\$25.15	\$26.73	\$28.30	\$29.87	\$31.44
Administrator	A	\$14.33	\$15.22	\$16.12	\$17.01	\$17.91
	B	\$15.86	\$16.85	\$17.84	\$18.84	\$19.83
	C	\$19.49	\$20.71	\$21.93	\$23.15	\$24.36
	CID	\$20.89	\$22.19	\$23.50	\$24.80	\$26.11
	D	\$22.27	\$23.66	\$25.05	\$26.45	\$27.84
	E	\$24.99	\$26.56	\$28.12	\$29.68	\$31.24
Billing	A	\$13.71	\$14.56	\$15.42	\$16.27	\$17.13
	B	\$17.85	\$18.96	\$20.08	\$21.19	\$22.31
	C	\$20.94	\$22.25	\$23.56	\$24.87	\$26.18
Customer Service Rep	A	\$13.71	\$14.56	\$15.42	\$16.27	\$17.13
	B	\$17.85	\$18.96	\$20.08	\$21.19	\$22.31
	B/C	\$19.39	\$20.60	\$21.81	\$23.03	\$24.24
	C	\$20.94	\$22.25	\$23.56	\$24.87	\$26.18
Trainer & Tech Advisor	A	\$22.36	\$23.76	\$25.15	\$26.55	\$27.95
	B	\$25.77	\$27.39	\$29.00	\$30.61	\$32.22

Letter of Understanding#1

BETWEEN
ACCENTURE BUSINESS SERVICES FOR UTILITIES INC.
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 38

LOU#1 - Re: Pension

It is the intention of the Company that should The Alberta Plan (as referenced in Article 41.01) find itself in an excess surplus position (as the term **excess** is defined pursuant to section 147.2(2) (d) of the Income Tax Act) such **excess** surplus may be used only to increase the accrued benefits of the members of the plan. The form of the accrued benefit improvement will be subject to the approval of the Company Board of Directors.

Notwithstanding the foregoing, if any portion of a surplus in The Alberta Plan has been created because of accumulated **excess** contributions from the Company, such portion may be used to reduce future contributions from the Company. For this purpose, excess contributions in any year means any contributions required to be made to The Alberta Plan by the Company in the year which exceed the larger of

- The amount of members contributions plus 1% of pensionable earnings for the year; or,
- The normal actuarial cost of benefits earned in the year.

DATED this 10th day of April 2008.

Signed on Behalf Of
Accenture Business Services for Utilities Inc.



Signed on Behalf Of
Local 38, Canadian Union of Public
Employees



Letter of Understanding #2

**BETWEEN
ACCENTURE BUSINESS SERVICES FOR UTILITIES INC.
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 38**

LOU #2 - Re: Educational Allowance

The Company will pay the cost of all education courses/programs that Management directs staff to take.

Employees wishing to pursue educational courses/programs may consult with their managers regarding the availability of cost-sharing the course between the Company and the employee.

The process to be followed shall be:

- a) Employees will submit their request on a suitable form to the Company stating the course requested, the cost and the reasons for the request.
- b) The manager shall review each written request and determine if it has been justified. If so, the cost shall be shared. If not, the Company will give written reasons why the cost will not be shared.
- c) Cost-share Details:
- d) If a course has been approved by Management to be cost-shared, the Company's portion shall be paid upon proof of successful completion of the requested course.
- e) The Company's contribution shall consist of 50% of the cost of the tuition, registration fees, and course materials. If in the Manager's opinion, the course is directly related to the employee's career development at the Company, the Manager may agree to pay more than 50% of the cost.
- f) An employee may have up to two (2) courses sponsored under this letter in a calendar year.
- g) Should an employee's request be denied, they may appeal through their union. This appeal will be heard by the Senior Manager or Director whose decision will be final.

DATED this 10th day of April 2008.

**Signed on Behalf Of
Accenture Business Services for Utilities Inc.**

**Signed on Behalf Of
Local 38, Canadian Union of Public
Employees**





Letter of Understanding#3

BETWEEN


**ACCENTURE BUSINESS SERVICES FOR UTILITIES INC.
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 38**

LOU #3 - Re: Position Elimination and Redeployment and Layoff

If it becomes necessary to reduce the workforce as a result of a re-organization or business initiative and senior employees may face layoff, the Company agrees to discuss with the Union options to mitigate the impact on these employees and their pensions.

DATED this 10th day of April 2008.

**Signed on Behalf Of
Accenture Business Services for Utilities Inc.**



**Signed on Behalf Of
Local 38, Canadian Union of Public
Employees**



Letter of Understanding #4

BETWEEN

**ACCENTURE BUSINESS SERVICES FOR UTILITIES INC.
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 38**

LOU #4 - Re: One-Half (1/2) Day Statutory Holiday Prior to Christmas

Whereas the Call Centre has a need to stay open until the close of business on December 24th and December 31st and whereas the call volumes are not at normal levels on these days. And whereas some employees prefer to leave work early on New Year's Eve, therefore the parties agree to the following with respect to the above noted Statutory Holiday.

1. Call Centre employees may choose to take the one-half (½) day statutory holiday on New Year's Eve (December 31st) instead. The choice of this option will be subject to the needs of the operation.
2. In the event that there are too many employees wishing to take December 31st off, the affected employees will endeavour to resolve the issue themselves. If they are unable to resolve the issue, seniority will be the determining factor.
3. This letter will be in effect from the date of signing until the expiration of this agreement.

DATED this 10th day of April 2008.

**Signed on Behalf Of
Accenture Business Services for Utilities Inc.**

**Signed on Behalf Of
Local 38, Canadian Union of Public
Employees**





Letter of Understanding #5

BETWEEN

**ACCENTURE BUSINESS SERVICES FOR UTILITIES INC.
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 38**

LOU #5 -Re: Short Term Incentive Program ("STIP")

The Parties agree to the continuation of an incentive compensation program, referred to as **the Short Term Incentive Program (STIP)** to be aligned with the Company's fiscal year from September 1 to August 31. The objective of STIP is to establish a framework that will focus Company employees who are members of the Union on Corporate, Group/Site, and Individual Target Measures that are important to the performance of the Company. The Parties therefore agree to the following STIP for the Company's fiscal years for the duration of this Collective Agreement.

- STIP will be based on Corporate targets and thresholds, the achievement of which will fund a budget of STIP monies for payout.
- If any one Corporate threshold is not met, no payout will be made.
- If Corporate thresholds are met, Group/Site, and Individual Target Measures will then drive individual payouts.
- The Company will determine the targets and minimum thresholds each year.
- STIP payout for each fiscal year will be based on each employee's actual base earnings paid in the respective fiscal year.
- a If all the targets are achieved, it will provide a potential value of up to five percent (5%) to each eligible employee based on that employee's actual base earnings paid in the respective fiscal year.
- The entire STIP payment, if any, will be paid out as soon as practical following the tabulation of the **fiscal year-end** results, most likely by the end of November of each respective year.

Other Considerations:

- New employees will have to work a minimum of three (3) calendar months in the fiscal year in order to be eligible for a STIP payment.
- Employees will receive a pro-rated STIP payment based on the number of full months worked during the fiscal year.
- Retirees, employees on approved leaves of absence with or without pay, *or* on long-term disability during the fiscal year will be eligible to receive a pro-rated payment during the fiscal year based on time actually worked.
- Employees who are terminated for cause prior to the payment date are not eligible for any payment.
- Employees who voluntarily terminate their employment or are severed prior to the end of the fiscal year are not eligible for any payment.

Weighting:


- Group/Site - 25%
- Individual - 75%


NOTE: The target measures will be reviewed annually and may be modified by the Company as necessary, so long as the modification does not **occur** after May 31 of **any** fiscal year for that fiscal year's STIP.

DATED this 10th day of April 2008.

**Signed on Behalf Of
Accenture Business Services for Utilities Inc.**

**Signed on Behalf Of
Local 38, Canadian Union of Public
Employees**







Letter of Understanding #6

BETWEEN

**ACCENTURE BUSINESS SERVICES FOR UTILITIES INC.
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 38**

LOU #6 - Re: Vacation Grandfathering

Further to the 2004/2005 Collective Agreement negotiations between the Parties, if a CUPE-affiliated employee's vacation entitlement is five (5) weeks or greater based on the employee's years of service as of April 1, 2006, the employee's current vacation entitlement will be grandfathered such that they will receive one more week of vacation at the time they reach their next **vacation** milestone pursuant to Article 32.01 of the 2002-2004 Collective Agreement between the Parties. It is incumbent upon the grandfathered employee to notify the Company when they have reached this final milestone.

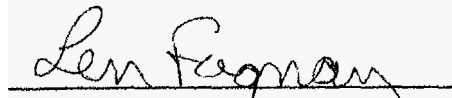
Additionally if a CUPE-affiliated employee reaches their 9th anniversary with the Company prior to May 30, 2007, they will move from three (3) to four (4) weeks of vacation pursuant to Article 32.01 of the 2002-2004 Collective Agreement between the Parties.

DATED this 10th day of April 2008.

**Signed on Behalf Of
Accenture Business Services for Utilities Inc.**

**Signed on Behalf Of
Local 38, Canadian Union of Public
Employees**





Letter of Understanding#7

BETWEEN


**ACCENTURE BUSINESS SERVICES FOR UTILITIES INC.
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 38**

LOU #7 - Re: Pay Days (Article 45.0)

Per Article 45.0 of the Collective Agreement between the Parties, if a new pay system is introduced at ABSU, the intent of the Company is to minimize the impact on employees wherever possible.

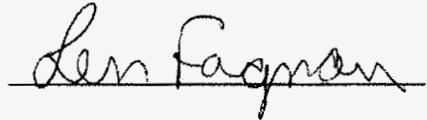
DATED this 10th day of April 2008.

**Signed on Behalf Of
Accenture Business Services for Utilities Inc.**



R. Rawla

**Signed on Behalf Of
Local 38, Canadian Union of Public
Employees**



Len Fagan

Letter of Understanding #8

BETWEEN

**ACCENTURE BUSINESS SERVICES FOR UTILITIES INC.
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 38**

LOU #8 - Re: Red-Circled Employees

The majority of employees whose salary was red-circled under the previous Collective Agreement shall no longer be red circled given the monetary terms of the renewal Collective Agreement effective for the period between May 31, 2007 and December 31, 2008. The Parties recognize that there will, however, some employees who will remain red circled after the implementation of the pay increase effective December 31, 2007.


Employees whose wage level remains red circled after the above increase shall remain red circled until such time as the maximum of the applicable salary range equals or surpasses the employee's red circled rate.

LOU #9 in the Collective Agreement for the period between January 1, 2005 and May 31, 2007 shall be deemed to have expired and replaced with this LOU.

DATED this 10th day of April 2008.

**Signed on Behalf Of
Accenture Business Services for Utilities Inc.**

**Signed on Behalf Of
Local 38, Canadian Union of Public
Employees**





Letter of Understanding #9

BETWEEN

ACCENTURE BUSINESS SERVICES FOR UTILITIES INC.
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 38

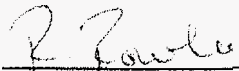
LOU #9 - Deferral of Short Term Disability/Sick Leave Eligibility for New Employees

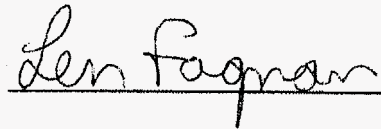
The Parties agree that from the date of ratification of the current Collective Agreement until December 30, 2008, that all permanent and probationary employees and temporary full time employees shall only become eligible for short term disability ("STD") benefits after ~~sixty~~ **(60)** calendar days of continuous service to the Company.

DATED this 10th day of April 2008.

Signed on Behalf Of
Accenture Business Services for Utilities Inc.

Signed on Behalf Of
Local 38, Canadian Union of Public Employees





Letter of Understanding #10

BETWEEN

**ACCENTURE BUSINESS SERVICES FOR UTILITIES INC.
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 38**

LOU #10 – Re Hours of Work for Call Centre Employees

The Employer and the Union desire to confirm the hours of work for Customer Service Representatives in order to continue to meet service requirements for our current customers and to accommodate their expected growth in new business and customers. In light of these operational requirements, the Parties agree that the following principles shall govern scheduling within for Customer Service Representatives:

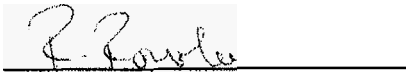
1. The Parties agree that the hours of work for Customer Service Representatives shall be:

Weekdays:	7:00 am to 9:00 pm
Saturday:	8:00 am to 4:30 pm (includes an 8 hour shift and ½ hour unpaid lunch)
Sunday:	12:00 pm to 4:00 pm
2. The procedure for scheduling shall be in accordance the following general principles:
 - a. the preferences of employees;
 - b. where the preferences of two or more employees conflict, then seniority shall govern;
 - c. the Employer shall be entitled to schedule employees as required in reverse order of seniority; and
 - d. subject to paragraph 3, full-time employees shall receive two consecutive days off per week.
3. The Union acknowledges and agrees that given the Employer's operational requirement with respect to scheduling:
 - a. the Employer may from time to time be unable to schedule employees consistent with the general principle set out in paragraph 2(d) and that in such event, the Employer shall endeavour to minimize the effect to the employees to the extent possible given these operational requirements; and
 - b. in the event that the Employer is unable to schedule a full-time employee for two (2) consecutive days off per week in accordance with paragraph 2 for a period of two (2) consecutive months, then the Employer shall for the next two (2) consecutive months ensure that such employee shall be scheduled for two (2) consecutive days off and in such event, the Union agrees that the next most junior full-time employee in the applicable classification shall be deemed to be the most junior full-time employee in such classification for the purposes of scheduling.
4. As per Article 10.03, full-time employees shall work eight (8) hours a day from Monday through Saturday.
5. All other provisions of Article 10 of the Collective Agreement shall apply to this letter of understanding unless otherwise modified herein.

Nothing herein shall limit the Employer's right to consider further changes to operating hours and in such event the provisions of Article 11.0 shall apply.

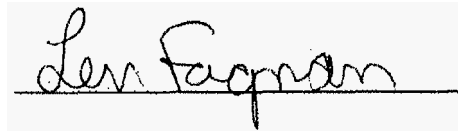
DATED this 10th day of April 2008.

Signed on Behalf Of
Accenture Business Services for Utilities Inc.



A handwritten signature in cursive script, appearing to read "Z. Rowle", is written above a solid horizontal line.

Signed on Behalf Of
Local 38, Canadian Union of Public
Employees



A handwritten signature in cursive script, appearing to read "Len Fagnan", is written above a solid horizontal line.