

**2010 - 2011  
Collective Agreement**

between

**Capital Power Corporation (CPC)**

(hereinafter called the "Company")



-and-

**Local No. 1007,  
International Brotherhood of Electrical Workers**

(hereinafter called the "Union")



Duration: Date of Ratification November 21st, 2010  
to December 17th, 2011

14312 (01)

**Collective Agreement**

between

**Capital Power Corporation (CPC)**

Of the First Part

(hereinafter called the "Company")

- and -

**Local No. 1007, International Brotherhood of Electrical Workers**

Of the Second Part

(hereinafter called the "Union")

Duration: Date of Ratification November 21<sup>st</sup>, 2010 to December 17<sup>th</sup>, 2011

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**NOTES:**

1. An asterisk (\*) designates a clause that existed in the previous Agreement which has been reworded. Any new words which have been added appear in *“Italics”*.
2. A double asterisk (\*\*) designates a new clause and / or a new article.

## Collective Agreement

between

**Capital Power Corporation (CPC)**

Of the First Part

(hereinafter called the "Company")

- and -

**Local No. 1007, International Brotherhood of Electrical Workers**

Of the Second Part

(hereinafter called the "Union")

### Preamble

In the spirit of partnership the parties shall endeavour to create and maintain a positive and harmonious workplace. The parties are committed to frequent and open communication, joint problem solving and resolving disputes promptly and effectively.

The following Collective Agreement has been mutually developed to reflect the spirit and intent arising from collective bargaining. Wherever possible the jointly prepared minutes arising from collective bargaining shall be used to assist in interpreting specific collective agreement language.

*Additionally, all words in this agreement of masculine gender shall include the feminine.*

### 1. Amendment and Termination

1.01. This Agreement shall be effective from *November 21<sup>st</sup>, 2010 to December 17<sup>th</sup>, 2011.*

\*

This Agreement shall take effect on the above specified date unless otherwise specified in this agreement. It shall continue in force and effect beyond the expiration date from year to year thereafter unless notification of desire to amend the Agreement is given in writing by either party to the other not more than one hundred and twenty (120) days nor less than sixty (60) days prior to the expiration date.

The existing Agreement shall remain in force until either the process of collective bargaining has been completed in accordance with the Labour Relations Code or a strike or lockout commences in accordance with the Labour Relations Code.

Changes in this Agreement agreed upon by the parties hereto, however, may be made at any time, provided that such changes are properly reduced to writing and executed by the signing officers of the parties to the Agreement.

## 2. Scope

This Agreement shall apply to all employees of the Company, engaged in the installation, construction, maintenance, repair and operation of electrical and/or related communication equipment owned or operated by the Company, excluding those employees who exercise managerial functions or are employed in a confidential capacity in matters relating to labour relations.

## 3. Definitions

### 3.01. Banked Overtime Year

\* The words "banked overtime year" when used in this Agreement shall mean the period between the day after the last pay ending in *January* and the day of the last pay ending in *January* in the following year inclusive.

### 3.02. Calendar Year

The words "calendar year" when used in this Agreement shall mean a period of twelve (12) consecutive months commencing January 1 and ending December 31.

### 3.03 *Casual Employee*

\*\* *The words "Casual Employee" when used in this Agreement shall mean any employee who is regularly and / or intermittently scheduled to work less than full time hours on an ongoing or as needed basis. It is understood this employee classification will be used for RAP Students and Work Experience Students.*

### 3.04. Class

The word "class" when used in this Agreement shall mean a group of jobs having sufficiently similar duties, responsibilities, authority and required qualifications that a common descriptive title may be used.

### 3.05. Continuous Employment

The words "continuous employment" when used in this Agreement shall mean continuous permanent or probationary employment with the Company.

### 3.06. Hours of Work Schedule

The words "hours of work schedule" when used in this Agreement shall mean a timetable of the daily hours of work, exclusive of overtime, assigned to a job.

### 3.07. Interpretations

In this Agreement (unless otherwise indicated in the context), all words in the singular shall include the plural and all words in the plural shall include the singular; words of masculine gender shall include the feminine.

### 3.08. Job

The word "job" when used in this Agreement shall mean a specific set of duties and/or conditions developed for the purpose of assignment to a single incumbent.

3.09. Off Day

The words "off day" when used in this Agreement shall mean those days of rest without pay which are regularly scheduled on a weekly or cyclical basis in conjunction with the employee's regularly scheduled hours of work.

3.10. Part-Time Employee

The words "part-time employee" when used in this Agreement shall mean an employee who occupies a job which is assigned, working hours which are normally less than eight (8) hours per day or forty (40) hours per week.

3.11. Permanent Employee

The words "permanent employee" when used in this Agreement shall mean any employee who has successfully completed the required probationary period of a permanent job and has continued in the employ of the Company.

3.12. Permanent Job

The words "permanent job" when used in this Agreement shall mean a permanent job as provided for in the permanent establishment of the Company.

3.13. Probationary Employee

The words "probationary employee" when used in this Agreement shall mean an employee who is serving a trial period of employment in his initial employment in a permanent job coming within the scope of this Agreement.

3.14. Promotion

The word "promotion" when used in this Agreement shall mean the advancement of an employee to a job paying a higher salary than his present job, except as provided for in 10.02.

3.15. Red Circled Employee

The words "red circled employee" when used in this Agreement shall mean those employees whose regular rate of pay exceeds the maximum salary of their current job classification. Employees with this status will not be eligible for any negotiated increases until such time as the maximum salary for their current classification meets or exceeds their regular rate of pay.

3.16. Regular Hours of Work

The words "regular hours of work" when used in this Agreement shall mean the assigned daily hours of work, exclusive of overtime.

3.17. Regular Rate of Pay

\* The words "regular rate of pay" when used in this Agreement shall mean the rate of pay assigned to an incumbent of a job within the pay range specified for the class of such job in Appendix I of this Agreement.

3.18. Shift

The word "shift" when used in this Agreement shall mean any hours of work other than normal hours of work.

3.19. Temporary Employee

The words "temporary employee" when used in this Agreement shall mean any employee who is filling a seasonal or established temporary job for a predetermined period of time.

3.20. Trial Term

The words "trial term" when used in this Agreement shall mean the trial period of employment of an employee in a permanent job.

3.21. *Temporary Twenty-Four (24) Month Employee*

\*\* *The words "temporary twenty – four (24)-month employee" when used in this Agreement shall mean any temporary employee who is filling a temporary job within the jurisdiction of this Union for up to twenty –four (24) months. Employees within this status will be eligible for Essentials level benefit coverage (health and dental), basic life coverage and sick leave pay on an annual basis as per the terms outlined in this Agreement.*

3.22. Vacation Year

The words "vacation year" when used in this Agreement shall mean a period of twelve (12) consecutive months commencing January 01 of each year.

**4. Managerial Responsibilities**

4.00.01. Managerial Rights

4.00.01.01. Subject to the express terms of this Agreement, the Union recognizes that the Company has the full authority to exercise the functions of management and to direct the working forces of the Company.

4.01. Discipline

\* 4.01.01. The Company may discipline an employee for just cause and the employee shall be notified thereof, with reasons supplied in writing. Copies of all disciplinary reports (*except for documentation related to coaching and counselling*) and notices of discharge shall be forwarded to the Union indicating clearly the exact nature of same, prior to such discipline being applied. Should the employee or the Union be of the opinion that the discipline is unjust, the discipline may be the subject of a grievance and processed in accordance with the grievance procedure of this Agreement.

4.01.02. Where an employee is required to meet with a representative of the Company for the purpose of applying discipline to said employee the employee shall, should he so desire, be entitled to have a Union representative present during such meeting. The Company shall so inform the employee prior to such meeting taking place; however, should the Union representative be unavailable, the Company shall not be prevented from taking disciplinary action.



- \* 4.01.03. Where the Company has issued an employee a discipline report which is based upon or related to a previous documented *coaching and counselling*, such *documentation* shall be attached to the discipline report for information purposes and subsequently forwarded to the Union.

## **5. Union Security**

- 5.01. The Company recognizes the Union as the exclusive bargaining agent for those employees covered by this Agreement for the purposes of collective bargaining in respect of wages, hours, fringe benefits and working conditions. The Company agrees to inform new employees of the existence of this Agreement.
- 5.02. There shall be no discrimination against any employee by virtue of his being or performing his duty as a member of the Union.
- 5.03. The Company agrees to deduct, from the wages of all employees covered by this Agreement, Union dues as shall be decided by the Union. These deductions shall commence with the first pay period and shall be forwarded to the Union at the end of each pay period, together with a list of employees from whom deductions have been made. The Union shall notify the Company thirty (30) calendar days prior to any change in the deduction of Union dues.
- 5.04. Employees granted leave of absence without pay in excess of ten (10) consecutive working days shall make arrangements through the payroll section to prepay union dues before their leave of absence commences.
- 5.05. The Company agrees that representatives of the Union shall be allowed access to areas where employees within the scope of this Agreement are working for the purpose of conducting Union business, provided the Company is first notified and such privilege does not interfere with the regular operation of the Company.
- 5.06. The Union shall inform the Company as to the names of its officers, negotiating committee members, shop stewards and any other persons who are authorized representatives of the Union in matters which are appropriate under the provisions of this Agreement.

## **6. Working Conditions**

### **6.00.01 No Strike or Lockout**

- 6.00.01.01 The Union and the Company agree that there shall be no strike or lockout while this agreement is in force.

### **6.01. Hours of Work**

#### **6.01.01. Normal Hours of Work**

The normal hours of work shall be eight (8) hours to be worked between 07:00 and 16:00 hours with one-half (½) hour off for lunch, Monday through Friday of each week. However, where the requirements of service demand it, the work week may be any five (5) consecutive days during the week.

#### **6.01.02. Other Hours of Work**

Where the requirements of the service indicate, hours of work other than the normal hours of work shall be established in accordance with the following

conditions:

6.01.02.01. Except as provided in 6.01.02.01.01., if shift work is contemplated in work areas where employees are not presently required to work shifts, the Company shall inform the Union and affected employees of its intention to establish such shifts involving employees coming within the jurisdiction of the Union fifteen (15) calendar days prior to the proposed implementation date. Said shift work will not be developed to meet short-term emergent situations. New shift schedules will extend for a minimum period of thirty (30) calendar days, unless otherwise mutually agreed between the Company and the Union.

6.01.02.01.01. Where shift work is contemplated as a result of a forced power outage and/or planned turn around, the Company shall inform the Union and affected employees of its intent to establish such shifts involving employees coming within the jurisdiction of the Union.

\* Such notice shall be provided twelve (12) calendar days prior to the proposed implementation date and the new shift schedule will continue until the work is completed or as mutually agreed between the Union and the Company. If these conditions are not fulfilled, the employee whose hours of work have been changed shall receive *their regular rate of pay plus a shift change penalty notice premium paid at one times (1 x) their regular rate of pay* for those shifts worked prior to the expiration of the required notice.

6.01.02.02. Shifts will be established of eight (8) hours per day, five (5) days per week, except that on changing shifts an employee might be required to work six (6) days in that week in which the change of shift takes place. In this event, he shall be allowed an off-day during the regular shift rotation to compensate for the off-day missed due to the change. Such shifts shall be established between 15:00 and 01:00 hours and 23:00 and 09:00 hours, or as mutually agreed between the parties where shift coverage is required.

6.01.02.03. Where an employee is required to work shifts, a paid lunch period shall be included within the shift, where one-half (1/2) or more of said shift falls between 16:00 and 08:00 hours. In the event an employee is engaged in work required to be done each and every day of the week, rotating between day, afternoon and midnight shifts, he shall receive a paid lunch period to be included within all shifts while so engaged.

6.01.02.04. Where relief personnel are provided, they shall work any ten (10) shifts in a pay period, provided however, that they are notified eight (8) hours in advance of any change to those shifts for which they have been scheduled to work in that pay period, and in no case shall they work more than two (2) shifts

in any twenty-four (24) hour period and must receive at least eight (8) hours off between shifts. In the event that any of the foregoing conditions are not met, the employee shall receive overtime pay for the first shift worked.

6.01.02.05 Where compressed (flexible) hours of work schedules utilizing employees coming within the scope of this Collective Agreement are established, they shall do so in accordance with applicable Letters of Understanding attached to this agreement.

*\*\* In addition to Article 6.01.02.01 and 6.01.02.01.01 of the main body of this Agreement, the parties further agree to the following:*

- *Soliciting volunteers will be the initial method of staffing such a shift. If no one volunteers, the work shall be assigned to the junior qualified person.*
- *The Company may postpone the implementation of the shifts for up to fourteen (14) days. Employees affected by the postponement will receive double time for the first two (2) shifts.*

6.01.03. General Provisions

6.01.03.01. Where a change in an employee's daily hours of work or off days is required to meet the conditions of service, the following conditions shall apply:

6.01.03.01.01. \* Seven (7) calendar days notice of the change must be provided. If these conditions are not fulfilled, the employee whose hours of work have been changed shall receive *their regular rate of pay plus a shift change penalty notice premium paid at one times (1 x) their regular rate of pay* for those shifts worked prior to the expiration of the required notice.

6.01.03.01.02. \* There must be a minimum of eight (8) hours between scheduled shifts or the shift which commences prior to the required off-time period shall be paid at *their regular rate of pay plus a shift change penalty notice premium paid at one times (1 x) their regular rate of pay.*

6.01.03.02. All hours of work including one complete rotation of a shift shall be posted and maintained in a prominent place readily available to the employees concerned. The said shift schedule shall stipulate the hours to be worked each day, the days to be worked each week, also designating the off days each week, which would be consecutive, where practicable. Shift schedules shall adhere to all regulations specified in this Agreement, unless prior agreement by the Union has been obtained in writing.

6.01.03.03. All existing shifts shall remain in effect unless terminated by the Company.

6.01.03.04. Postings shall contain the hours of work of the job being posted.

6.02. Overtime Work

6.02.01. Where an employee is required to work hours in excess of his regular hours of work, he shall be paid two (2) times his regular rate of pay for each additional hour worked.

6.02.02. Where an employee is required to work overtime not immediately prior to, or immediately following his regular shift, he shall be paid not less than two (2) hours at the overtime rate of pay. Where the start times of two occurrences fall within two (2) hours of each other, they shall be considered one (1) occurrence for the purpose of computing minimum pay.

6.02.03. In instances of call-out *where the employee is required to report to work immediately*, the call-out shall commence from the time an employee is called at home and shall continue until the time he returns home, provided however, that the employee goes directly from home to the worksite and returns directly home on completion of the work. Such travel time shall not exceed forty-five (45) minutes each way, and shall be included in the minimum call-out time specified in 6.02.02., except that should the work continue for more than one (1) hour, it shall be in addition to the actual time worked. *Employees reporting for call-out will be eligible for mileage reimbursement for travel directly from their home to the worksite and back.*

6.02.03.01 *In instances of call-out occurring within ten (10) hours of the employee being contacted, employees will be eligible for travel time not exceeding forty-five (45) minutes each way and mileage reimbursement for travel directly from their home to the worksite and back.*

6.02.03.02 *In instances of pre-scheduled overtime, the employee will be eligible for mileage reimbursement for travel directly from their home to the worksite and back.*

6.02.04. An employee required to work through his lunch period shall be allowed one (1) hour off during the employee's regular hours of work on that day, or two (2) times the employee's regular rate of pay for the lunch break worked. The lunch period shall be defined as within one (1) hour before and one (1) hour after the employee's normal lunch break.

6.02.05. All scheduled overtime shall be distributed as evenly as possible among employees in their respective jobs.

6.02.06. Overtime Lunch Breaks

6.02.06.01. An employee required to work overtime shall be eligible for a lunch break without loss of pay after four (4) consecutive hours of overtime work, provided that overtime is to continue, and at intervals of four (4) consecutive hours following the completion of the previous lunch break, provided that overtime is to continue.

6.02.06.02. An employee required to work overtime in excess of two (2) consecutive hours immediately prior to the commencement of his regular hours of work shall be eligible for a lunch break,

without loss of pay, at a time mutually agreed between the employee and his immediate supervisor.

6.02.06.03. An employee required to work overtime, following the completion of his regular hours of work, which continues in excess of two (2) hours, shall be eligible for a lunch break, without loss of pay, at a time mutually agreed between the employee and his immediate supervisor. In the event overtime continues, such an employee shall become eligible for further lunch breaks, without loss of pay, at intervals of four (4) consecutive hours following the completion of the previous lunch break, provided that overtime is to continue. Regardless of the time of the initial lunch break, it shall be deemed to have been taken after the completion of two (2) hours of such overtime work.

6.02.06.04. An employee who, because of the nature of his job or an emergent situation, does not receive the lunch breaks specified in 6.02.06.01. and 6.02.06.03. during the period of overtime work or during his regular hours of work, as specified in 6.02.06.02., shall be paid one-half (½) hour at two (2) times his regular rate of pay for each lunch break missed in addition to the total hours worked and such time shall be considered as hours worked.

6.02.07. An employee required to work past his regular quitting time shall be guaranteed a minimum of one-half (½) hour's pay at two (2) times his regular rate of pay. *This article does not apply to twelve (12) hour shift employees covered under the provisions of Addendum # 3 Article 8.02.24 who are engaged in a shift exchange.*

6.02.08. Employee Fatigue

Where an employee is required to work overtime and receives less than four (4) consecutive hours off duty in the eleven (11) hour period immediately prior to the commencement of their regular hours of work, that employee shall continue to be paid at two (2) times their regular rate of pay for the hours worked until such time as the employee is relieved from duty. Such an employee, who is relieved from duty shall be paid at their regular rate of pay for the balance of their regular hours of work for the day.

6.02.08.01. Where an employee has worked a minimum of four (4) consecutive hours' overtime to within two (2) hours of the commencement of his regular hours of work, such employee shall immediately commence his regular hours of work or be paid at his regular rate of pay for the time prior to his regular hours of work. Notice of change to the employee's regular hours of work shall not be required under this article.

6.02.08.02. If an employee is required to continue working after twelve (12) consecutive hours, they will be paid at two (2) times their regular rate of pay. If there is not a requirement to continue working after twelve (12) hours, the employee will be relieved from duty. Such an employee, who is relieved from duty shall be paid at his regular rate of pay for the balance of his regularly scheduled hours of work for the day.

- 6.02.09. An employee who is scheduled to work overtime on a regular off day and the scheduled overtime is cancelled with less than eight (8) hours notice to the employee, shall be paid two (2) hours at two (2) times his regular rate of pay.

6.03. Banked Overtime

- 6.03.01. An employee at his option, may credit a portion of his overtime pay and a portion of his pay for work on a statutory holiday, or credit all of such pay to his overtime bank. An employee may also credit to his overtime bank the dollar amount for a day off in lieu of a statutory holiday.
- 6.03.02. The initial forty (40) hours of banked overtime, or forty-eight (48) hours in the case of shift workers, of the overtime bank shall be scheduled as time off, as mutually agreed between the employee and the Company. The Company shall have the right to schedule the remainder of the banked overtime as time off or the employee will have the option to be paid out in cash. However, the immediate management supervisor or his delegate has the sole discretion to approve employee requests to use their banked overtime as time off.
- 6.03.03. The time equivalent shall be calculated by dividing the dollar amount credited to an individual employee's overtime bank by the employee's regular rate of pay at the time the banked overtime is to be taken.
- 6.03.04. Except as provided for in 6.03.05., any portion of the dollar amount credited to an individual employee's overtime bank shall be paid off in cash, at the option of the employee, provided that such payment is made at a time agreeable to the Company.
- 6.03.05. If, on the last pay ending in April of each year, an employee has accumulated time remaining in the bank, all time in excess of forty (40) hours, or forty-eight (48) hours in the case of shift workers, shall be paid out. Employees shall have the option to carry over forty (40) hours, or forty-eight (48) hours in the case of shift workers, to the next banked overtime year.

- \* *Effective January 01, 2011*, if, on the last pay *day in January* of each year, an employee has accumulated time remaining in the bank, all time in excess of forty (40) hours, or forty-eight (48) hours in the case of shift workers, shall be paid out. Employees shall have the option to carry over forty (40) hours, or forty-eight (48) hours in the case of shift workers, to the next banked overtime year

6.04. Pay for Work on Off Days

An employee required to work an off day shall be paid at two (2) times his regular rate of pay for all hours worked. The provisions specified in 6.02.02. and 6.02.08. shall be applicable in this section.

6.05. Pay for Work on Statutory Holidays

- 6.05.01. An employee required to work on a recognized statutory holiday, for which he is eligible, shall receive two (2) times his regular rate of pay for each hour worked.
- 6.05.02. Provisions specified in 6.02.02. and 6.02.08. shall be applicable in this section.

6.06. Temporary Change of Duty

- 6.06.01. On each occasion an employee is appointed to relieve for one (1) hour or more in a job senior to that which he regularly holds, he shall be paid the regular rate of pay established for the higher job for the whole of the relief period. In instances where multiple rates have been assigned the job to be relieved, the relieving employee shall receive a rate of pay within the assigned range of said job which allows for a minimum of the next higher rate above the regular rate of pay of his vacated job as outlined in Appendix I.
- 6.06.02. The provisions of 6.06.01. shall not apply to incumbents of established relief jobs while relieving those jobs established for relief on a regular basis by said incumbent.
- 6.06.03. \* When an employee is appointed to relieve in a higher paid classification for a period reasonably foreseen to be greater than ninety (90) calendar days, the employee will be *temporarily appointed* to the higher paid classification in order to receive benefits at the higher rate of pay.
- 6.06.04. \* When a period of relief, originally foreseen to be less than ninety (90) calendar days, as per Article 12.02 actually exceeds ninety (90) calendar days the affected employee will be *temporarily appointed* going forward into the higher paid classification in order to receive benefits at the higher rate of pay. Relief periods that extend beyond ninety (90) calendar days must be mutually agreed between the Union and the Company as per Article 12.02.

6.07. Shift Differential

- 6.07.01. \* *Effective the first day of the pay period following ratification of this agreement (November 21, 2010),* an employee who works a scheduled shift, one-half (1/2) or more of which falls between 16:00 and 08:00 hours shall receive a shift differential of *two dollars and twenty-five cents (\$2.25)* for each hour of that shift. An employee shall be eligible for shift differential for regularly scheduled hours worked at premium rates on statutory holidays only.
- 6.07.02. \* *Effective the first day of the pay period following ratification of this agreement (November 21, 2010),* an employee who works a scheduled shift, one-half (1/2) or more of which falls between 08:00 and 16:00 hours on a Sunday, shall receive a shift differential of *two dollars and twenty-five cents (\$2.25)* for each hour of that shift, provided that said Sunday does not constitute one of his off days, a recognized statutory holiday or an overtime shift.
- 6.07.03 \* \* *Effective the first day of the pay period following ratification of this agreement (November 21, 2010),* shift differential shall be paid as per Clause 6.07.01. and 6.07.02. of the agreement, except for classes that already receive shift differential in their base rate (classes 8620 - Coal Plant Operator I and 8609 - Coal Plant Operator II).

6.08. Height Pay

- \* An employee working at or above an *elevation* of seventy-five (75) feet free fall above the ground on a *non-permanent platform or climbing a stack ladder above such level* shall be paid one (1) hour's pay at his regular rate of pay for each hour so worked in addition to either his regular rate of pay, or his overtime rate in the event he is working in accordance with 6.02., 6.04. or 6.05.

6.09. Reporting Pay

Temporary employees who either report for work and are sent home before engaging in work, or who are intermittently instructed not to report for work, shall be paid two (2) hours reporting pay in accordance with the following:

- 6.09.01. Temporary employees who have been in the continuous employ of the Company for thirty (30) days in their current employment with the Company shall be paid reporting pay at their regular rate of pay established in accordance with the provisions of this Agreement. Prior to said thirty (30) day period, they shall be paid in accordance with the provisions of the Employment Standards Act.
- 6.09.02. The provisions of 6.09. shall not apply for any part of a layoff period anticipated to be in excess of five (5) working days.
- 6.09.03. Temporary employees who work some portion of their assigned shift shall receive their regular rate of pay for actual hours worked or two (2) hours pay at the regular rate, whichever is the greater.

6.10 Contract Co-ordinator Pay

*\*\* Effective on the first day of the pay period following ratification of this agreement, single or dual traded maintenance personnel who are assigned contract co-ordinator duties as required by the Company, will receive Contract Co-ordinator Pay while performing such duties.*

*On a case by case basis, Management may assign the Contract Co-ordinator duties and pay to employees in classifications other than single or dual traded maintenance personnel. Provided that the criteria and duties as outlined in the Genesee A – Plant - 9 procedure are followed.*

*The Contract Co-ordinator Pay will be equal to a rate of five per cent (5%) increase in pay from the employee's regular hourly base rate of pay and the employee will be paid this five percent (5%) increase in pay when performing contract co-ordinator duties.*

*The Contract Co-ordinator Pay shall form part of the basic rate of pay for premium pay purposes.*

*It is understood that this additional Contract Co-ordinator Pay added to an employee's base rate will be pensionable.*

*This Contract Co-ordinator Pay shall be paid to employees based on the review and prior approval of their management supervisor.*

6.11 Project Leadership / Responsibility Pay

*\*\* Effective on the first day of the pay period following ratification of this agreement, employees who are assigned project leadership/ responsibility required by the Company, will receive Project Leadership / Responsibility Pay while performing such duties.*

*The Project Leadership / Responsibility Pay will be equal to a rate of five per cent (5%) increase in pay from the employee's regular hourly base rate of pay and the employee will be paid this five percent (5%) increase in pay when performing leadership / responsibility duties.*



*The Project Leadership / Responsibility Pay shall form part of the basic rate of pay for premium pay purposes.*

*It is understood that this additional Project Leadership / Responsibility Pay added to an employee's base rate will be pensionable.*

*This Project Leadership / Responsibility Pay shall be paid to employees based on the review and prior approval of their management supervisor.*

6.12 Stacking of Premiums

In instances where more than one premium is provided for work performed, an employee shall only be paid one premium, where the premiums are equal; or the greatest of the premiums, where the premiums are not equal. Under no circumstances shall a premium be compounded by the application of another premium in determining the rate of pay to be paid to an employee, except as specified in 6.07, 6.08, 6.10, and 6.11.

6.13. Brush Maintenance

An employee required to perform brush maintenance, on generators in the Power Plants while the machine is in operation, shall be paid one-half (½) hour's pay at his regular rate of pay, for each hour so worked, in addition to either his regular rate of pay, or his overtime rate in the event he is working in accordance with 6.02., 6.04. or 6.05.

6.14. Tool Allowance

6.14.01. All journeymen and apprentices shall supply the basic tools of their respective trades. A list of the basic tools for each trade will be developed by the Company and reviewed with the Union.

6.14.02. The Company will replace or repair those tools which are worn out or broken through reasonable wear and tear while performing the work of the Company.

**7. Pay Provisions**

7.01. Wages

7.01.01. The regular rates of pay established in Appendix I, which forms a part of this Agreement, shall apply for the duration of this Agreement. Employees shall be paid every two (2) weeks.

7.01.02. No permanent employee covered by this Agreement shall be designated as an hourly rated employee. Hourly rates are included only for the purposes of computing overtime.

7.01.03. Should the Company inadvertently overpay an employee, the Company shall make the necessary monetary adjustments and take such internal administrative action as is necessary to correct such errors at its earliest reasonable occasion.

7.01.04. *The parties agree that the Company can hire permanent employees at the wage step which is commensurate with their experience. The probationary period is still required to be served as per Article 9.01. Prior to the Company applying this provision, there will be mutual agreement between the Company and the Union.*

\*\*

*Unless otherwise stated in the Appendix I Notes, progression within steps shall be from the date of hire or promotion as follows:*

| Starting Step | Time Required For Movement to Next Step | Ending Step |
|---------------|---|-------------|
| A             | Six (6) months at Step A                | B           |
| B             | Twelve (12) months at Step B            | C           |
| C             | Twelve (12) months at Step C            | Job Rate    |

For positions with only two steps:

| Starting Step | Time Required For Movement to Next Step | Ending Step |
|---------------|---|-------------|
| A             | Six (6) months at Step A                | Job Rate    |

7.02. Retroactive Pay

7.02.01. *Employees in the service as of the signing of this Agreement shall be eligible for a retroactive payment of wages from December 20<sup>th</sup> 2009 to the date of ratification (DOR) November 21<sup>st</sup>, 2010 based on their employment in a class or classes coming within the scope of this Agreement, in accordance with the following:*

\*

- 7.02.01.01. the percentage increase to the regular rate of pay for paid straight-time hours;
- 7.02.01.02. the percentage increase to the overtime rate of pay (regular rate of pay times two [2]) for hours worked at the overtime or off-day premium;
- 7.02.01.03. the percentage increase to the rate of pay at the existing statutory holiday premium (regular rate of pay times two [2]) for scheduled hours worked on a statutory holiday;
- 7.02.01.04. the percentage increase to the premium rate of pay at the existing statutory holiday premium (regular rate of pay times two [2]) for unscheduled hours worked on a statutory holiday.

7.02.02. *Past employees who were in the service between the expiration date of the previous Agreement and the date of ratification of the agreement (November 21<sup>st</sup>, 2010) shall be entitled to any retroactive adjustment of the regular rate of pay provided in the settlement if they apply for same, in writing, within thirty (30) calendar days of the date of ratification of the agreement (November 21<sup>st</sup>, 2010).*

\*

7.03. Dually Qualified Tradesmen

- 7.03.01. A tradesman who is qualified in separate and distinct trades and who is required by the Company to utilize these qualifications in the course of his duties, shall be reimbursed five (5) percent higher than the higher regular rate of pay listed in Appendix I of this Agreement, which is paid to tradesmen qualified in the trades required. Such five (5) percent shall be deemed to be included in the hourly rate for all purposes.
- 7.03.02. The Company shall determine which jobs and the number of jobs where dually qualified tradesmen are required.

**8. Fringe Benefits**

8.01. Statutory Holidays

- 8.01.01. \* The following days shall be recognized as statutory holidays for the purpose of this Agreement, and all permanent and probationary employees shall be entitled to the holidays specified, provided they meet the terms and conditions set out in this section.

New Year's Day, Alberta Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day (July 01), Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day (December 26), and any other holiday which the Company allows employees as a whole.

- 8.01.02. Temporary employees who have completed thirty (30) calendar days of continuous service immediately prior to the statutory holiday or who have completed thirty (30) working days with the Company in the preceding twelve (12) months shall be entitled to receive such statutory holidays as are set forth in the current Employment Standards Code, or as follows (whichever is more favourable), provided they meet the terms and conditions set out in this section.

New Year's Day, Alberta Family Day, Good Friday, Victoria Day, Canada Day (July 01), Labour Day, Thanksgiving Day, Remembrance Day, and Christmas Day

- 8.01.03. \* Part-time employees shall be entitled to statutory holidays commensurate with their status as temporary, probationary or permanent. *They shall be paid on a bi-weekly basis as a premium calculated at four point six (4.6) percent of their normal bi-weekly earnings. Should this premium in any way violate the Employment Standards Code or disadvantage any employee(s), the parties shall meet to review this item and agree to another method of determining and paying for statutory holiday pay for part-time employees.*

- 8.01.04. \* All employees shall receive the recognized statutory holidays for which they are eligible, with pay, or other days with pay in lieu of such statutory holiday, or pay in lieu, provided they are available for work in accordance with their shift preceding, during and following the designated day for observance of the holiday, or on approved leave for a period of ten (10) working days or less duration, except when such leave is a result of a compensable accident. If during a period of *short term disability (STD)* of ten (10) working days or less, a work day is coincident with a statutory holiday or lieu day, the employee shall receive such day paid as a statutory holiday and the remaining days

shall be paid as *short term disability (STD)*. Where the Company designates a day in lieu of the actual statutory holiday for the majority of its employees, the employee may be allowed off on such day. In the event that the Company requires the employee to work, the employee may be allowed a day off in lieu of the statutory holiday at a time that is mutually agreeable to the employee and the supervisor. If such a day cannot be provided, the employee shall receive a day's pay in lieu of the statutory holiday.

8.01.05. The statutory holidays shall be observed by the parties to this Agreement on the normal calendar day of occurrence. Employees shall be eligible for the premium pay provisions of 6.05. on the normal calendar day only. It is expressly agreed and understood that the normal calendar day shall be observed as the statutory holiday in lieu of any alternative day which may be established by legislation and that the statutory holiday provisions shall not apply under any circumstances to any alternative calendar day which may be established by legislation. Where the Company designates a day in lieu of the actual statutory holiday for the majority of its employees and an employee is assigned such day off with pay and because of conditions of the service he is required to report to work, he shall receive the off day premium as provided in 6.04. unless he has received seven (7) calendar days notice of such change.

8.01.06. A day's pay for a statutory holiday or a day off with pay in lieu of a statutory holiday shall be equal to the monetary or time equivalent of eight (8) hours work, except that in the case of employees who are working in accordance with an approved compressed work week program, where the majority of shifts worked in the pay period are longer than eight (8) hours, the employee will be paid a monetary amount equal to the length of the majority of working shifts in the pay period.

## 8.02. Annual Vacations

8.02.01. Employees shall have until March 31 to indicate their preferred vacation choice for the period from May 01 to December 31. Any employee who fails to indicate a choice by March 31 will have waived whatever right he may have had to choose his vacation leave period. Between April 01 and April 15, the vacation leave schedule for all employees shall be posted. Seniority will prevail in the preparation of this schedule. Seniority for second choice of vacation leave shall not apply until each employee on such schedule has indicated his first choice.

All requests to use vacation leave between January 01 and April 30 will be granted subject to the Company's operational requirements and shall not affect an employee's ability to exercise his first choice for the period from May 01 to December 31.

8.02.02. Relief personnel designated as such in accordance with 6.01.02.04. shall be considered junior in seniority for vacation sign-up purposes.

8.02.03. There shall be no cash pay out of vacation credits except as mutually agreed between the Company and the employee.

8.02.04. Annual Vacation Leave shall be advanced to permanent and probationary employees in full on the first (1<sup>st</sup>) of January each year and such employees shall be allowed to schedule this leave, subject to the terms of this

Agreement. A new employee shall receive an annual vacation leave entitlement advance as of his date of hire in accordance with 8.02.05.

- 8.02.05. A full-time permanent or probationary employee shall be entitled to Annual Vacation Leave on the following basis :

The Annual Vacation Leave for an employee's first year with the Company shall be a pro-rated amount based on the employee's start date, to the end of December of the calendar year in which the employee was hired as per the following formula:

$$120 \text{ Working Hours} \times \frac{\text{Remaining Days in the Calendar Year}}{365 \text{ Calendar Days per Year}}$$

An employee's First Vacation Anniversary shall be the January 1<sup>st</sup> that follows the employee's hire date. Thereafter, subsequent vacation anniversaries shall be on January 1<sup>st</sup> each year.

One hundred and twenty (120) working hours on or after their first (1st.) Vacation Anniversary.

One hundred and sixty (160) working hours on or after their seventh (7th.) Vacation Anniversary.

Two hundred (200) working hours on or after their sixteenth (16th.) Vacation Anniversary.

Two hundred and forty (240) working hours on or after their twenty-second (22nd.) Vacation Anniversary.

- 8.02.06. The Annual Vacation Leave for temporary employees shall be paid out bi-weekly based on a percentage of the employee's straight time pay for that pay period as follows :

From date of hire / entry - six (6) percent of straight time bi-weekly pay

On or after the seventh (7<sup>th</sup>) Vacation Anniversary - eight (8) percent of straight time bi-weekly pay

On or after the sixteenth (16<sup>th</sup>) Vacation Anniversary - ten (10) percent of straight time bi-weekly pay

On or after the twenty-second (22<sup>nd</sup>) Vacation Anniversary - twelve (12) percent of straight time bi-weekly pay

- 8.02.07. An employee may be allowed to take vacation leave to the maximum of his vacation leave entitlement. During the vacation year in which the employee is eligible for increased vacation entitlement and thereafter, they shall be credited with such increased entitlement on January 1<sup>st</sup> of that year.
- 8.02.08. An employee shall receive annual paid vacation leave in any vacation year, in an unbroken period, unless otherwise mutually agreed upon by the employee and the Company.
- 8.02.09. An employee who terminates during a calendar year, shall be entitled to a pro-rata ratio of their Annual Vacation Leave compared to the number of calendar days in the year.

If, on the date of termination, the employee has used more than their pro-rata ratio of vacation leave for that point in time in the calendar year, the employee shall reimburse the Company for any used portion of the annual vacation

leave in excess of the employee's pro-rata ratio of vacation leave entitlement.

If, on the date of termination, the employee has not used their pro-rata ratio of vacation leave for that point in time in the calendar year, the Company shall pay the employee for their unused pro-rata ratio of vacation leave entitlement.

The payout or reimbursement of vacation credits shall be based on the employee's regular rate of pay for the class of the job to which the employee is permanently appointed or serving a trial term thereof.

In the case of death, payment of unused vacation shall be made to the employee's estate.

- 8.02.10. Vacation pay for full-time permanent or probationary employees shall be at the regular rate of pay for the class of the job which the employee is permanently appointed to or is serving a trial term thereof.
- 8.02.11. \* When a full-time temporary employee is appointed to the permanent staff, the employee's length of service for vacation leave entitlement purposes shall be established by adding together the total number of pay periods employed with the Company as a full-time temporary employee and dividing by twenty-six (26). The result thus obtained shall constitute the years of service and these, added to subsequent continuous years of service, shall constitute the years of continuous service for vacation entitlement purposes as provided in this Agreement. However, the months employed as a temporary employee which occur prior to a break in employment of twelve (12) continuous months shall not be used in ascertaining years of service for vacation leave purposes. In addition, the employee's Vacation Anniversary Date shall be adjusted consistent with 8.02.05.
- 8.02.12. Subject to Company policy, an employee may be permitted to carry over vacation to the next vacation year, except that if a permanent employee is unable to take vacation to which he is entitled in any vacation year because of sickness and/or accident, he shall carry over his entitlement to the following vacation year or succeeding vacation years.
- 8.02.13. If a recognized statutory holiday, for which an employee is eligible, occurs during a period of annual vacation of that employee, he shall receive an additional day off, or pay in lieu thereof, as mutually agreed between the Company and the employee.
- 8.02.14. An employee who has been absent from work without pay for more than one (1) complete pay period shall have his annual vacation leave entitlement reduced on a pro-rata basis to reflect the absence in excess of one (1) complete pay period.
- 8.02.15. A permanent or probationary employee who is in receipt of Short Term Disability benefits shall not have his vacation leave entitlement reduced as a result of such absence.
- 8.02.16. Permanent or probationary employees absent because of occupational disability in excess of one hundred and eighty (180) consecutive calendar days shall have their annual vacation leave entitlement reduced on a pro-rata basis to reflect the absence in excess of one hundred and eighty (180) consecutive days.

- 8.02.17. Permanent or probationary employees in receipt of Long Term Disability benefits shall have their annual vacation leave entitlement reduced on a pro-rata basis to reflect the length of time they were in receipt of Long Term Disability benefits until the employee returns to work for the Company in any form of remunerated employment.
- 8.02.18. If an employee produces medical evidence, satisfactory to the Company, proving that they were incapacitated to the extent which required them to be confined to residence or hospitalized, through non-occupational sickness and/or injury for a period of three (3) working days or more during his annual vacation, such whole period shall not be included in the employee's annual vacation entitlement, but shall be charged to the employee's Short Term Disability Plan, subject to the agreement of the Company.
- NOTE: Such evidence must indicate the nature of the incapacitation and also why and how such incapacitation would require confinement.
- 8.02.19. A permanent or probationary employee on annual vacation shall be eligible for bereavement leave in accordance with the applicable bereavement leave provisions in this Agreement.
- 8.02.20. Insofar as the efficient operation of a section will permit, an employee shall have the right to choose the period of vacation according to his duration of continuous employment with the Company. If, in the opinion of the *Management Supervisor*, the period of vacation leave chosen by an employee conflicts or interferes with the efficient operation of the Company, the *Management Supervisor* will give such employee at least one (1) month's notice thereof, where practicable, and such employee shall have the right to choose an alternative period.
- 8.02.21. An employee shall be entitled to vacation credits commensurate with the employee's status as temporary, probationary or permanent and the employee's vacation pay shall be his regular rate of pay. Part-time employees shall be paid vacation credits to which they are entitled at the regular rate of pay for hours which shall be determined by dividing the average weekly number of hours worked by the employee in the eight (8) weeks preceding the scheduled vacation by five (5).
- 8.02.22. When a part-time employee is appointed to a full-time position, the employee's length of service for vacation leave entitlement purposes shall be established by adding together the total number of straight time hours employed with the Company as a part-time employee in a calendar year and dividing the yearly number of hours worked by full-time employees in similar jobs. The result thus obtained shall constitute the years of continuous service for vacation entitlement purposes as provided in 8.02.05. However, part-time employment which occurred prior to a break in employment of twelve (12) continuous months will not be used in ascertaining years of service for vacation leave purposes.
- 8.02.23. In the event that a full-time employee's normal daily hours vary, vacation leave shall be paid in accordance with this Agreement.

## 8.03. Medical & Dental Benefits

\*\*

- 8.03.03.01 *Subject to the CPC Benefits Plan, a permanent or probationary employee who is compelled to arrange a medical or dental appointment during working hours shall be allowed to meet such appointment on Company time and without loss of pay, provided that they are not absent from work for a period longer than three (3) hours. Such employee shall not be obliged to make up the time spent away from work to keep the appointment.*
- 8.03.03.02 *Consistent with the CPC Benefits Plan and Company practice, employees are encouraged to schedule such appointments at the start or end of their shift. An employee whose absence exceeds three (3) hours for a medical or dental appointment may use banked overtime, vacation credits, short term disability benefits (where applicable and authorized), family leave or such other arrangement mutually agreed to by the employee and their immediate supervisor and signed - off by their management supervisor, to avoid a loss of pay for the period in excess of three (3) hours. This should be pre-approved in advance wherever possible.*
- 8.03.03.03 *Subject to the CPC Benefits Plan, it is understood between the parties that permanent or probationary employees engaged in compressed hours of work schedules are required to schedule medical and dental appointments on their off day or after hours and not take time away from their compressed hours of work schedule to attend such appointments.*

*Consistent with the CPC Benefits Plan and Company practice, a permanent or probationary employee engaged in a compressed hours of work schedule who is compelled to arrange a medical or dental appointment during their compressed hours of work schedule, are required, wherever possible, to schedule such appointments at the start or end of their shift.*

*Such employee shall be allowed to meet such an appointment on Company time and without loss of pay, provided that they are not absent from work for a period longer than three (3) hours*

*An employee whose absence exceeds three (3) hours for a medical or dental appointment may use banked overtime, vacation credits, short term disability benefits (where applicable and authorized), family leave or such other arrangement mutually agreed to by the employee and their immediate supervisor and signed - off by their management supervisor, to avoid a loss of pay for the period in excess of three (3) hours. This should be pre-approved in advance wherever possible.*



#### 8.03.04. Bereavement Leave

A permanent or probationary employee shall be granted time off with pay, at the regular rate of pay, for the job to which such employee is permanently appointed or serving a required trial term thereof, for the purpose of making arrangements for, or attending, a funeral in accordance with the following:

- 8.03.04.01. When death occurs in the employee's immediate family – that is, current spouse, parent, grandparent, grandchild, guardian, parent of current spouse, child or ward, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent of current spouse, or a related dependent of the employee, the employee, on request, shall be excused for any three (3) regularly scheduled consecutive working days without loss of pay at the employee's regular rate of pay, provided the employee attends the funeral. Such leave shall extend past the day of the funeral if there is a demonstrated need for the leave. However, in no event shall such leave exceed the three (3) working days.
- 8.03.04.02. One-half (1/2) day's leave with pay to attend funeral services of persons related more distantly than those listed in 8.03.04.01. shall be granted upon request. Upon demonstrating the need for additional time due to extenuating circumstances, this leave shall be extended up to one (1) day.
- 8.03.04.03. The word "funeral" when used in respect of bereavement leave shall include the initial memorial service which is held in conjunction with a cremation.
- 8.03.04.04. The term "extenuating circumstances" may include travel time, shift schedule conflicts, or such other reasons which may be applicable to the individual circumstance.
- 8.03.04.05. A permanent or probationary employee on leave of absence other than annual vacation leave shall not be eligible for bereavement leave.

#### 8.03.05. Compensation for Witness and Jury Duty

An employee who has been subpoenaed to appear in Court as a witness or juror on a working day, during the employee's regular hours of work, shall be allowed the required time off without loss of pay at the employee's regular rate of pay, provided that any witness fees or jury fees paid to the employee for this appearance are given to the Company.

#### 8.03.06. Maternity and Parental Leave

- 8.03.06.01. Maternity and/or parental leave, relating to the birth or adoption of a child, shall be granted by the Company in accordance with Company Policy and consistent with existing Provincial and Federal Legislation.
- 8.03.06.02. Maternity leave is the unpaid voluntary leave relating to the birth of a child. Parental leave is the unpaid voluntary leave relating to the birth or adoption of a child.

NOTE: For the purpose of this section, the Company's Disability Plans shall mean CPC's Disability Plans and shall include the Short Term Disability Plan (STD), Supplementary Unemployment Benefit Plan (SUB Plan) and Long Term Disability Plan (LTD).

"Valid, health-related portion" shall mean that period of an eligible employee's pregnancy during which she is disabled (in accordance with the terms of the Company's Disability Plans) and such disability is substantiated by medical evidence satisfactory to the Company.

- 8.03.06.03. The Company shall grant maternity/parental leave in accordance with the following:  
Upon written application to their manager, maternity/parental leave will be granted to employees employed for at least twelve (12) consecutive months. Except where otherwise specified in the Employment Standards Code, should no application be made by employees for maternity/parental leave, and they fail to report for work, the employees will be deemed to have resigned their position and the Company will be under no obligation to provide future employment.
- 8.03.06.04. Maternity leave shall be for a maximum period of fifteen (15) weeks. Parental leave shall be for a maximum period of thirty-seven (37) weeks. Birth mothers shall be eligible to combine such leave for a period of fifty-two (52) weeks. A birth mother, who takes both maternity and parental leave, must take the leaves consecutively.
- 8.03.06.05. Maternity leave shall be applied for in writing at the earliest possible date, but not less than six (6) weeks prior to the date maternity leave is to commence. Such leave may commence at any time up to twelve (12) weeks prior to the estimated date of delivery. If a female employee is unable to perform the duties of her position or such alternate position as may be made available, for which she is qualified, and in the absence of any valid, health-related disability attributable to the pregnancy, the employee shall be required to immediately commence maternity leave in accordance with the applicable provisions of the Employment Standards Code.
- 8.03.06.06. Application for parental leave must be made not less than six (6) weeks prior to commencement of such leave. Parental leave can begin at any time after the birth or adoption of the child but it must be completed within fifty-two (52) weeks of the date of birth, or the date an adopted child is placed with the parent.
- 8.03.06.07. Except in the case of employees as stipulated below, maternity/parental leave shall be without salary or sickness allowance, but employees on such leave will not lose seniority.

Female employees who are members of the Company's Disability Plans and provide medical evidence satisfactory to the

Company to substantiate their disability for the valid, health-related portion of their pregnancy may, subject to the terms of the Company's Supplemental Unemployment Benefits Plan (SUB Plan), qualify for SUB Plan benefits for the duration of the valid, health-related period. Receipt of such SUB Plan benefits shall commence no sooner than the date of delivery, subject to the provisions contained in the SUB Plan. Employees who are members of the Company's Disability Plans and who otherwise do not meet the conditions for eligibility for SUB Plan during the valid, health-related portion of their pregnancy will be governed by the terms of the Company's Disability Plans.

A female employee who is a member of the Company's Disability Plans and who subsequently experiences a maternity complication related to the valid, health-related portion of her pregnancy after the conclusion of the maximum period during which SUB Plan benefits may be available, shall be entitled to receive the balance of disability benefits paid at the applicable level. Upon providing an appropriate medical certificate, a female employee may commence sick leave prior to her estimated date of delivery. Such sick leave shall not be considered part of maternity/parental leave.

- 8.03.06.08. Whenever employees are absent for more than the approved period of maternity/parental leave, unless the absence is due to a maternity complication related to the valid, health-related portion of the pregnancy and is substantiated by medical evidence satisfactory to the Company, they shall automatically be deemed to have terminated their employment when said period expires.

Employees returning from maternity/parental leave within the approved period shall be given the same position at their current rate of pay, and shall provide as much notice as possible, but not less than four (4) weeks notice to the Company of their return to work. If the same position is not available then a comparable position will be found.

- 8.03.06.09. Employees, who choose to carry benefits while on approved leave of absence in excess of ten (10) consecutive working days, are required to pay both the Company and the employee portions of applicable benefits. Arrangements are to be made through the payroll section before leave of absence commences.

8.03.08. Health and Welfare Benefits

- 8.03.08.01. *Temporary employees filling a temporary job up to twenty-four (24) months* shall be entitled to sick leave with pay on the following basis:

The Company shall provide a *total of five (5) paid sick days on an annual basis (each payroll year) to twenty-four (24) month temporary employees.* These sick days shall be paid at one hundred (100) per cent of the employee's regular wage. After

three (3) incidents of absence in a year, payment will be reduced to eighty (80) percent of regular wages for each day of absence.

8.03.08.02 *Temporary employees filling a temporary job up to twenty-four (24) months will be eligible for Essential level health and dental coverage for them and their dependents. Coverage is effective the start date of the twenty-four (24) month job. These temporary employees will also receive basic life insurance coverage at one times their annual salary. Coverage does not include Company disability benefits (short - term and long - term disability).*

8.03.08.03. Eligible *permanent* employees shall be members of applicable pension plans in accordance with the provisions of said plans.

#### 8.03.09. Leave Without Pay

Leave of absence without pay for full-time Union employment, to a maximum of two (2) official Union jobs, shall be granted under the following conditions:

8.03.09.01. In the event that an employee becomes a full-time official of the Union, he shall be granted leave of absence without pay for the purpose of carrying out the duties of his office and shall retain his seniority as if he had remained in continuous employment with the Company. He shall have the right, at any time, upon giving one (1) month's notice, to return to his previous job or to such other job to which he may be promoted by reason of seniority and ability.

8.03.09.02. Such an employee shall make regular contributions to the Charitable Assistance, Pension Fund and all employee benefits, participating in same as would an ordinary permanent employee of the Company. His contributions to these benefits shall be based on his earnings during his full-time employment with the Union, who shall pay the Company's portion, making due allowance for changes in his marital status and number of dependants.

8.03.09.03. Other leaves of absence without pay may be granted, at the discretion of the Company, to an employee.

#### 8.04. Protective Clothing

8.04.01. The Company shall provide gloves, overalls, coveralls and/or smocks to all employees as required. Replacement shall be made based on evidence of fair wear and tear.

8.04.02. Protective clothing, such as safety helmets, welder's suits and gloves, rubber aprons for the handling of batteries *and arc flash suits* will be supplied. Replacement shall be made on evidence of fair wear and tear.

#### 8.04.03. Safety Boot Subsidy

8.04.03.01. An annual safety footwear subsidy will be provided by the  
\* Company up to a maximum of five hundred dollars (\$500) in a calendar year.

The following is included in this subsidy:

- a) Seventy-five percent (75%) of the cost of safety footwear
- b) One hundred percent (100%) of the cost of liners and insoles to a maximum of fifty dollars(\$50.00) in a calendar year
- c) One hundred percent (100%) of the cost of resoling or repairs.

The total of such expenses shall not exceed five hundred dollars (\$500) in a calendar year.

Eligibility for the safety footwear subsidy is on the following basis:

- An employee must have completed thirty (30) days of continuous employment with the Company
- Operational requirements, fair wear and tear and just cause must justify all initial purchases, subsequent purchases and repairs
- All footwear must be C.S.A. approved
- An original receipt detailing the purchase or repair must be provided for reimbursement

#### 8.05. Notice Board Space

The Company agrees to provide notice board space for the use of the Union, in suitable locations easily accessible to employees, for the purpose of posting notices of forthcoming events.

#### 8.06. Parking

Parking facilities, where available, will be supplied at plant locations at a rate which shall not exceed three dollars (\$3.00) per month per employee using the parking facility.

### **9. Employment**

9.01. The normal probationary period for new employees engaged in permanently established jobs shall be six (6) months, with the Company reserving the right, in certain instances, to extend this period to a maximum of twelve (12) months.

9.02. In the event that the normal probationary period is extended, the employee and the Union shall be advised of the Company's reasons.

9.03. New employees who, for any reason, do not meet the requirements of the job or for permanent status during the probationary period, shall be separated from the service.

9.04. Any person hired into a journeyman category must qualify for and obtain the applicable certificate for that category issued by the Alberta Apprenticeship and Industry Training Board, prior to the expiration of his probationary period.

## **10. Promotions**

10.01.

\*

In making promotions to vacant jobs coming within the jurisdiction of the Union, the required knowledge and skills (behavioural and technical – *consistent with the relevant skills from the Genesee E-Model of Leadership*) contained in the job posting shall be the primary considerations. Where two (2) or more applicants are equally qualified to fulfill the duties of the job, seniority shall be the determining factor.

10.02. Employees, upon promotion in or outside the scope of this Agreement, shall have a trial period of three (3) months, with the Company reserving the right in certain instances to extend this period to a maximum of one (1) year. In the event that the trial period is extended, the employee and the Union shall be advised of the Company's reasons.

10.03. During the trial period of three (3) months, an employee may revert to his former job or may be reverted by the Company. If the trial period is extended, the Company may revert an employee to his former job, or to an equivalent job for which he is qualified, at not less than the regular rate of pay which he received in the former job. No posting shall be required to complete such reversion.

10.04. Employees shall be eligible to apply for jobs not coming within the scope of this Agreement and shall receive consideration in accordance with their qualifications, experience and seniority. However, nothing in this Agreement shall be deemed to bind the Company to appoint an employee to a job which does not come within the scope of this Agreement.

10.05. Any employee having the seniority and qualifications to fill a higher vacant job and who, for any reason, declines or refuses to accept such job when it is offered to him in writing, shall become junior in seniority to the employee who is appointed. This clause shall not apply to a temporary job of less than one (1) week.

## **11. Layoffs and Rehires**

11.01. If permanent staff are to be reduced, the Company shall first determine the number of jobs to be reduced within each class. Except as specifically provided in 11.05., those employees who were last appointed to a class to be reduced, shall be the first employees removed from such class for the purposes of layoff, provided those remaining in the class are qualified and capable to perform the duties of the remaining jobs in the class.

Non-permanent employees belonging to the class to be reduced shall be laid off prior to the removal of permanent employees from the class.

11.02. Reversion

11.02.01. If an employee was promoted or laterally transferred into a permanent job within a class to be reduced in accordance with 11.01., such employee may, at his option, revert to a permanent job within the class formerly occupied by the employee, provided that he is qualified and capable of performing the duties of the job, and provided that such job is within the jurisdiction of Local 1007 I.B.E.W.

- 11.02.02. If a permanent employee has accepted a lower rate of pay than the rate of his former job as a result of commencement on an apprenticeship program, and the apprentice job is abolished in accordance with 11.01., such employee may, at his option, revert to a permanent job within the class formerly occupied by the employee, provided that he is qualified and capable of performing the duties of the job, and provided that such job is within the jurisdiction of Local 1007 I.B.E.W.
- 11.02.03. If a permanent employee was demoted into a job within a class to be reduced in accordance with 11.01., such employee may revert to a permanent job within the class formerly occupied by the employee, provided he is qualified and capable of performing the duties of the job, unless the employee had been demoted for disciplinary reasons from such job, or if he had been demoted from his former job for such other reasons the Company determines would constitute it inadvisable to return him to his former job.
- 11.02.04. The Company shall determine which permanent job will be assigned to a permanent employee upon his reversion to his former class.
- 11.02.05. Employees, who voluntarily demote from a class where a primary function is supervision, shall not be eligible to revert.
- 11.02.06. An eligible permanent employee, removed from a class for the purpose of layoff, who elects not to revert to a job within his former class, shall be laid off from the Company.
- 11.03. Where reversion is not available to a permanent employee who is removed from a class, the Company shall attempt to assign such employee to any vacant alternate job, within the same Company, that he is qualified for and capable of performing in accordance with his jurisdictional seniority.
- The Company shall determine whether a permanent employee is qualified for and capable of performing the duties of an alternate job and shall identify which alternate job, if any, shall be assigned to the permanent employee. The Company shall review the qualifications and capabilities of the employee with the Union prior to his assignment to an alternate job. A permanent employee shall not be eligible for assignment to an alternate job, if such assignment results in an increase to the regular rate of pay to the employee.
- 11.04. If a permanent employee is not eligible for reversion, or assignment to an alternate job in accordance with 11.03, the Company shall attempt, prior to his layoff, to assign the employee to an alternate job for which he is qualified and capable within the Utility Worker class within the Company in accordance with his jurisdictional seniority.
- An employee, who is removed from the Utility Worker class as a result of the placement of an employee more senior than himself, shall be treated in accordance with the applicable provisions governing layoffs and rehires.
- 11.05. If the permanent staff of the Utility Worker class is to be reduced, permanent employees shall be removed from the class in the reverse order of their jurisdictional seniority.
- 11.06. A permanent employee removed from a class for the purposes of layoff, who is not assigned or elects not to accept an alternate job shall be laid off from the Company.

- 11.07. Permanent employees to be laid off from permanent jobs shall receive a minimum of fourteen (14) calendar days notice of such layoff. In the event that notice is not provided, the Company shall provide the employee with a payment equal to the wages the employee would have earned had he worked his regular hours of work in the fourteen (14) day period. The Union shall be notified when layoffs are contemplated.
- 11.08. Permanent employees to be laid off shall be given a general priority throughout the Company for any vacancy for which they are qualified. The general priority shall not override the rehire provisions or the provisions of 10.01. "Promotions".
- 11.09. Permanent employees to be laid off who request and receive a lump sum payment from their Income Replacement *Plan* as provided for in this Agreement shall be deemed to have negated any and all rights of rehire to their former job.  
\*
- 11.10. If the permanent staff of a Company is to be increased, those permanent employees removed, in accordance with the layoff provisions, from the class to be increased shall, if available, be recalled according to the reverse order of their removal from such class, provided they are qualified and capable of performing the duties of the job. For permanent employees retained in a previous class or reassigned to an alternate job, this right to a single recall is indefinite. For permanent employees actually laid off from the service, this right to a single recall expires at twenty-four (24) months or less (see 13.08.04.). Where an employee accepts a temporary assignment to a job in his former class his right to recall shall be extended by the duration of the assignment. Such employees removed in accordance with the layoff procedures shall be re-engaged in preference to other applicants.
- 11.11. Laid off permanent employees who are rehired within their recall period shall be re-engaged as permanent employees. Such employees shall retain the benefits provided by the current Agreement which were enjoyed prior to layoff, with the exception of seniority, which shall be governed by the provisions of 13.07.04.
- 11.12. Except as provided in 11.05, a permanent employee's date of appointment into a job shall be, for layoff and rehire purposes, the date that the employee was originally appointed to a permanent job within the class to be reduced.
- However, a permanent employee's date of appointment into a dual trades class shall be for layoff and rehire purposes, the date that the employee was originally appointed to a permanent job within the employee's first trades class.
- In the event of a reduction of a job within a dual trade class, a dually qualified employee may use his seniority to displace the most junior employee in either of the single trades classes for which he is dually qualified.
- 11.13. Under no circumstances shall an employee's date of appointment be established as a date prior to his jurisdictional seniority.
- 11.14. The date that an employee is reverted to a job within his former class in accordance with 11.02., shall not be considered the employee's date of appointment to such job.
- 11.15. When an employee attains journeyman status in a trades class, his date of appointment to such class shall be backdated to include his apprenticeship service, to a maximum of four (4) years, for the purpose of layoffs and rehires only.



- 11.16. Where two (2) or more employees have the same date of appointment to the same class, the relative order that such employees are removed from such class, in accordance with 11.01., shall be based on their jurisdictional seniority.
- 11.17. Apprentice jobs shall not be considered to be trades classes for the purpose of applying the layoff and rehire procedure. Employees occupying jobs within trades classes shall not be eligible to revert to apprentice jobs.
- 11.18. Should an apprentice attain journeyman status in a class previously reduced, and the job is retained, the new journeyman will be retained in the class unless there is a senior permanent employee with recall rights to that class. If the new journeyman cannot be retained in that class he will be removed and subject to the layoff process.
- 11.19. Technological Change
- 11.19.01. The Company agrees to provide the Union with as much advance notice in writing as possible of technological or other changes which may occur in the future whereby jobs will be changed or abolished.
- 11.19.02. The Company and the Union shall meet and discuss such change prior to any reduction in staff which may be deemed necessary. Employees who may be affected shall be given the advantage of all available opportunities commensurate with their abilities.
- 11.19.03. The Company agrees that, wherever possible, no employee shall lose employment because of technological change; however, whenever it is necessary to reduce staff, it will be done in accordance with the layoff procedures outlined in this Agreement.

11.20. Job Security

Without restricting the right to determine the methods by which services are to be provided, the Company agrees that, during the term of this Agreement, no permanent employee shall be laid off as a direct result of the Company contracting out the work performed by such permanent employee.

In the event that a permanent employee is displaced as a result of the Company contracting out the work, the Company shall have the right to place said employee in any job for which he has the required qualifications. In the event that a permanent employee is placed in a lower position, said employee shall suffer no loss of wages, for a period of two (2) years, as a result of being displaced. Thereafter, such employees shall be considered to be red-circled.

**12. Posting and Filling Vacancies**

For the purposes of this section "working days" shall be consecutive days, exclusive of Saturdays, Sundays or holidays observed by the Company.

- 12.01. Notices of vacancies required to be filled shall be immediately posted *on the Company's Intranet site* for a period of seven (7) calendar days. A copy of all postings shall be *made available* to the Union.

- 12.02. Where conditions of service require that the job be filled immediately, a temporary appointment not to exceed ninety (90) calendar days may be made.
- 12.03. All applications shall be submitted to the *Company as per approved recruitment process.*  
\*
- 12.04. Upon completion of the selection process, the hiring supervisor will verbally communicate to each of the more senior applicants on the posting, the name of the selected candidate. Reasons for non-selection and suggestions for improvement will be provided under the categories of knowledge, skills (behavioural and technical) and experience.
- 12.05. Unsuccessful applicants may each request a meeting with the hiring supervisor to further clarify the reasons for non-selection. Union representation may be requested.
- 12.06. Upon completion of the verbal notification as per 12.04, Human Resources shall provide the following written notification to the Union:
- The name of the successful applicant and seniority date
  - The names of all unsuccessful internal applicants and seniority dates
  - Confirmation that the unsuccessful applicants, senior to the successful applicant, have been verbally contacted by the hiring supervisor or that the supervisor was unable to contact the employee(s).
- 12.07. Human Resources will provide an offer of employment to the successful candidate and  
\* *e-mail* written confirmation of the selection decision to each internal unsuccessful applicant.

*The Company may fill vacancies resulting from:*

1. *reversions from a trial period*
2. *terminations of employment during a probation period;*
3. *employees vacating temporary positions;*

*from among the original applicants to a posting without re-posting such vacancies. The ability to make a selection out of the original competition file in these circumstances will extend for a period of three (3) months from the employee start date. The Company will consult with the Union prior to filling these vacancies.*

*The Company may fill vacancies that may arise in the same class code, under the same hiring manager, during a current recruitment on an existing posting within thirty (30) calendar days from the opening date of the original posting. The Company will notify the Union when they fill these additional vacancies.*

- 12.08. The time limit for filing a grievance shall commence within five (5) working days from the date of Union notification, as per Article 12.06.
- 12.09. An employee who has applied on a posting and may be absent from work at the time the selection decision is communicated, shall be responsible for advising the Union if he may be interested in grieving the selection in the event that he is unsuccessful.

Where the Union requests an extension of the time limits contained in the Grievance Procedure due to the absence of a senior unsuccessful applicant, the request shall not be unreasonably withheld.

- 12.10. In instances where a permanent employee is appointed to temporarily act in a managerial job or a job outside of the scope of this Agreement, for a period of twelve (12) months or less, and such employee is reverted by the Company to his former job within the scope of the Agreement, then no posting shall be required to complete such reversion. In circumstances where such reversions displace other employees, such employees in turn shall be reverted to their former jobs.

### **13. Jurisdictional Seniority**

- 13.01. Except as provided in 13.07., a permanent employee shall have his seniority determined by the length of unbroken employment under the jurisdiction of the Union (Local 1007, I.B.E.W.)
- 13.02. An employee applying for transfer from the scope of another Agreement between the Company and the Union (Local 1007, I.B.E.W.) to the scope of this Agreement shall not have seniority, for selection purposes, over employees within the scope of this Agreement. However, upon having transferred, such an employee shall be credited with full accumulated seniority which will be applicable for all purposes within the scope of this Agreement, except as provided in 13.06.
- 13.03. A probationary or temporary employee shall not have seniority until he becomes a permanent employee as defined in this Agreement, at which time his seniority shall be retroactive to the date he last entered the scope of this Agreement.
- 13.04. A transfer, for a period of less than twelve (12) months, even if such transfer is outside the scope of this Agreement, shall not affect the seniority of such an employee.
- 13.05. Lists showing seniority of employees shall be furnished annually by the Company to the Union upon request, but not more than once a year.
- 13.06. An employee, promoted or transferred to another area of the Company or to another Company, shall not exercise his seniority for the purpose of vacation choice during the first vacation year of employment in that area or Company.
- 13.07. An employee shall lose seniority by reason of:
- 13.07.01. dismissal for just cause.
  - 13.07.02. voluntary resignation.
  - 13.07.03. appointment to a job outside the scope of this Agreement for a period of more than twelve (12) months, except as provided for in 13.02.
  - 13.07.04. continuous layoff for a period of twenty-four (24) consecutive months or for a period in excess of the seniority of the employee at the time of layoff, whichever occurs first.
  - 13.07.05. failure to report for work within three (3) calendar days after being notified in writing at his last known address to report for duty following a layoff, unless the employee can provide a reason in writing satisfactory to the Company, for such failure to report for duty within the prescribed time.

## 14. **Dispute Resolution Process**

NOTE: For the purposes of this section, "working days" shall be consecutive days exclusive of Saturdays, Sundays or statutory holidays observed by the Company.

14.01. During the term of this Agreement, there shall be no stoppage of work, either by strike or lockout, due to any dispute over matters relating to the interpretation or application of any provision of this Agreement, and all such disputes shall be handled as provided for in this Agreement.

14.02. Grievances arising from the interpretation, application, operation or alleged violation of this Agreement, including any dispute regarding the jurisdictional allocation of jobs, shall be initiated by an employee, or an accredited representative of the Union. Grievances may be policy, selection or individual by nature and may be initiated in accordance with the following consultative grievance procedure.

### 14.03. Stage One – The Consultation Phase

14.03.01. This phase shall begin within ten (10) working days of an incident, issue or selection notification reasonably coming to the attention of the following parties: the employee(s), the Union or a Company representative(s). One of these parties shall provide written notice of their intention to enter into the consultation phase of this grievance procedure to resolve the issue, incident or the concern regarding a selection. This written notice shall be directed to the Director of Human Resources, with a copy directed to the immediate out-of-scope manager where applicable.

14.03.02. The parties shall meet and review the incident, issue or selection and determine the frequency and nature of future meetings plus the other parties or resources required at these future meetings.

14.03.03. The parties would also determine what action or problem solving process will be required to address the identified incident, issue or selection.

14.03.04. The parties may remain in this consultation phase as long as the parties are mutually satisfied with the progress being made in this consultation phase. No formal time limits will apply to this consultation phase of the grievance procedure.

14.03.05. If one or more of the parties is not satisfied with the progress being made in the consultation phase they shall initiate Stage Two (The Formal Grievance Phase) by submitting a formal written grievance to the Director of Human Resources, indicating that the consultation phase has ended without a mutually agreed-to resolution.

### 14.04. Stage Two – The Formal Grievance Phase

14.04.01. Within ten (10) working days of receiving the formal written grievance, the Director of Human Resources or his designate, will notify the employee(s) and/or the Union of a hearing date and arrange for the appropriate Company representatives to attend and hear the grievance. Following the hearing, he/she shall ensure that a decision is rendered in writing and provided to the employee(s) and/or the Union within ten (10) working days from the date of the hearing.

- 14.04.02. If the decision of the Director of Human Resources or his designate does not resolve the grievance, the Union, if it decides to carry the grievance to arbitration, shall, within ten (10) working days from the day the decision was received by the Union, refer the grievance to arbitration.  
\*
- 14.04.03. The decision of the Company shall be final and binding upon the parties to this Agreement unless the Union advances the grievance to the next succeeding step of the grievance procedure within the time limits specified.

#### 14.05. Stage Three – The Arbitration Phase

If the Union chooses to refer the grievance to arbitration, the Union shall notify the Company, in writing, of its:

- 14.05.01. Appointee to the arbitration board and/or
- 14.05.02. Willingness to choose a single arbitrator
- 14.05.03. The nature of the grievance, the clause or clauses of this Agreement upon which the grievance is based and the remedy requested.
- 14.05.04. Within five (5) working days after receipt of notification as provided in 14.05, the Company receiving notice shall:
- 14.05.04.01. advise the Union of its appointee to the arbitration board or,
  - 14.05.04.02. where a single arbitrator is suggested, indicate whether it will accept a single arbitrator and, if so, both the parties will endeavour to mutually agree upon a person to act in such capacity. If during the above specified time period the parties are unable to agree upon a person to act as a single arbitrator or one party disagrees to utilize a single arbitrator, an arbitration board shall be established and, within five (5) working days, each party will advise the other party of its appointee to the arbitration board.
- 14.05.05. If the parties fail to appoint their respective members within the time limits specified above (14.05.04.01. or 14.05.04.02.), appointment shall be made by the Provincial Minister responsible for Labour Issues upon the request of either party.
- 14.05.06. Where each party has established an appointee to a board of arbitration, the appointees so selected shall, within five (5) working days of the appointment of the second of them, appoint a third person who shall be the chairman. If the two (2) appointees are unable to agree upon the choice of a chairman within the time limit specified, they shall request the Provincial Minister responsible for Labour issues to appoint a chairman.
- 14.05.07. If the single arbitrator, either member of the arbitration board, or the chairman thereof, refuses to act or is or becomes incapable of acting, a new single arbitrator, new board member or chairman shall be appointed in accordance with the above procedure within five (5) working days of receipt of notice of inability or unwillingness to act. If either party fails to appoint an alternate

member or if the members fail to agree upon a chairman, the appointment shall be made by the Provincial Minister responsible for Labour issues upon the request of either party.

- 14.05.08. Each party appointing a member shall bear the expense of its respective member and shall bear one-half (½) of the expenses of the chairman of the arbitration board, or single arbitrator, whichever is applicable.
- 14.05.09. No person shall be appointed as a member or chairman of an arbitration board if the person is directly affected by the difference, or if the person has been involved in an attempt to negotiate or settle the difference.
- 14.05.10. The arbitration board or single arbitrator shall hear and determine the grievance and shall issue an award in writing. In the case of an arbitration board, the decision of the majority is the award of the arbitration board, but if there is no majority, the decision of the chairman shall be the award of the arbitration board. The decision of the arbitration board or the single arbitrator is final and binding upon the parties and any person affected by it and such parties or persons affected shall do or abstain from doing anything as required by the arbitration board.
- 14.05.11. The arbitration board or single arbitrator may quash, confirm or vary any action taken respecting suspension, discipline or discharge.
- 14.05.12. The grievance arbitration board or single arbitrator, by its decision, shall not alter, amend or change the terms of the Collective Agreement. The grievance arbitration board shall issue its award no later than sixty (60) calendar days from the conclusion of the hearing. Where both parties agree, the aforementioned time limits may be extended.
- 14.06. No grievance shall be considered in any step unless it has been properly advanced through all previous steps or stages of the consultative grievance procedure required by this Agreement except that, if the Company does not abide by the time limits specified which apply to it, the Union may advance the grievance to the next step as if it had received an unsatisfactory decision on the last day specified for the Company's decision, and the time limits specified for that next step shall apply.
- 14.07. The time limits in this grievance procedure are mandatory, however, where both parties agree, the time limits contained herein may be extended or steps or stages within the consultative grievance procedure may be bypassed.
- 14.08. A grievance arising from the application, operation or alleged violation of this Agreement which directly affects employees in more than one section/division in a subsidiary Company or CPC; shall be initiated in writing with the Director of Human Resources or his designate, after the Union has investigated the complaint and considers it just, within ten (10) working days from the day that the incident which gave rise to the grievance reasonably came to the attention of the Union. The written grievance shall be forwarded to the Director of Human Resources and shall specify the nature of the grievance, the clause or clauses of the Agreement upon which the grievance is based and the remedy requested. After submission of the grievance to the Director of Human Resources, the procedures and time limits outlined in Article 14.03.01. and the subsequent clauses in the grievance procedure shall apply.

\*

## 15. Reporting for Duty

- 15.01. *Employees who are required to perform work at locations other than Genesee will be compensated in accordance with the Company's travel policy and the current travel guidelines.*  
\*\*
- 15.02. Where an employee is required under Article 15.01 to travel outside *their* normal hours of work *and beyond their normal travel time*, they shall receive two (2) times *their* regular rate of pay for actual travel time to a maximum of one (1) hour each way.  
\*
- 15.03. *Employees will be eligible for mileage reimbursement for any additional kilometers they incurred as a result of reporting to an alternate location.*  
\*\*

## 16. Apprenticeship

- 16.01. All apprentices who come under the provisions of the Provincial Apprenticeship Legislation shall be governed by the regulations of the Act currently in force.
- 16.02. The Company shall adequately train and instruct all apprentices. If the apprentice fails to qualify, he shall forfeit his apprenticeship. In the event that such an apprentice has previously held a job in the Company, he shall be reinstated in such job but, otherwise, he shall be released from service. However, an apprentice who fails to qualify for any period of apprenticeship in accordance with the Alberta Provincial Apprenticeship Legislation, may be allowed to serve additional time in the same apprenticeship period, at the same rate of pay, provided the Company, in their assessment of the apprentice, has determined that the previous service of the apprentice in the Company and his attendance at school warrant such treatment.
- 16.03. Upon appointment an apprentice shall be given credit for previous similar work or education and shall receive the rate of pay set out in the schedule that such similar work and education warrants. *Effective the date of ratification, an apprentice that had previously held a job in the Company, and whose last rate of pay in that position exceeds the current apprentice rate, will be red-circled at the previous rate of pay as per the provisions of Article 3.15.*  
\*
- 16.04. An apprentice shall become a journeyman when he has completed his apprenticeship in the applicable category as determined by the Company (but in any case no sooner than the length of time prescribed by the Act) and be placed in a permanent job.
- 16.05. Apprentices shall be expected, during the last twelve (12) months of apprenticeship, to do the same class of work as journeyman. *In the case of electrical apprentices, they will not do work on high voltage.*  
\*
- 16.06. Ratio of Apprentices to Journeymen  
  
The ratio of journeymen and apprentices in the applicable trades, shall be no more than two (2) apprentices per three (3) journeymen. There shall be sufficient journeymen on any crew to adequately supervise apprentices.
- 16.07. No apprentice shall use the tools of the trade on overtime work without a journeyman working with him.
- 16.08. Preference shall be given to present employees coming within the scope of this Agreement who have the prerequisites (behavioural and technical) and ability to complete such training in the selection of apprentices.

- 16.09. Electrical maintenance men must be qualified journeymen and apprentices accompanying them shall be under their supervision.

## **17. Safety**

- 17.01. At the request of either party, appointed representatives of the Company and the Union shall meet to discuss and recommend changes regarding Safety Rules and Regulations. The size of this committee, or committees, shall be as mutually agreed between the Company and the Union and the committee(s) shall set its own procedure with respect to meetings.

The Union shall have equal representation on the committee, however, the Company may decrease the number of Company representatives where necessary without requiring the Union to reduce the number of Union representatives.

- 17.02. An employee shall not be required to perform any hazardous task with which he is not familiar or which cannot be accomplished without violation of safety practices and such refusal shall not be the basis for disciplinary or discriminatory action.
- 17.03. To ensure the safety of employees working in confined spaces, the Company and the employees will remain in compliance with relevant OH&S regulations, CPC standards and site procedures.
- 17.04. Electrically hazardous work shall be done by a journeyman under the general direction of a foreman. *Hands on work on high voltage shall be performed by at least two (2) journeymen. An electrical journeyman shall be made available in situations where electrical hazards are present.*
- \* 17.05. Any employee repairing, maintaining, testing, installing, working on electrical equipment or operating components of the system must have the rating of a journeyman or apprentice, or be qualified and capable as mutually agreed by the Company and Union. All work must be done under the general direction of a foreman or supervisor in the applicable discipline.
- \* 17.06. Where non-trade employees or apprentices are working in close proximity to high voltage, where they or their material could conceivably contact the voltage, a fully qualified *electrical* journeyman shall be made available to oversee such activities before they commence.

## **18. Supervision**

- 18.01. The primary function of a foreman is to provide direction and supervision to the employees working under him with the objective of safely completing a good job, therefore, a foreman shall not perform work with tools of the trade or with the employees involved, except to provide emergency assistance to protect life and property.
- 18.02. An employee shall be fully qualified as a journeyman before he can be classed as a foreman, sub-foreman or lead hand if he is working with and supervising tradesmen. An employee shall have the required knowledge and ability to act as a foreman, sub-foreman, or lead hand with non-trade employees.

## **19. Review of Employee Status**

- \* A temporary employee of the Company shall not be entitled to become a permanent employee by reason of such employment; unless, that employee has been continuously



employed for a period of *over twenty-four (24) months*, in a job coming within the scope of this Agreement, in which case that employee shall automatically become a permanent employee.

“Temporary employee” shall mean an employee who is filling a job or a position:

- *On a temporary basis for a term up to twenty-four (24) months or;*
- *On a temporary basis for a term of up to eleven (11) months*

*A less than twenty-four (24) month temporary employee’s term may be extended by mutual agreement between the Company and the Union.*

## **20. New Classes**

- 20.01. In the event that the Company creates a new class which falls within the scope of this Agreement, the rate of wages shall be negotiated by the Company with the Union before advertising any job within this class in accordance with the posting procedures set forth in this Agreement.
- 20.02. If a satisfactory conclusion to negotiations has not been reached within seven (7) calendar days of the date of the notice by the Company to the Union of the creation of the said class, the posting of any vacancy in this class shall be made according to the rates of wages set out by the Company but, notwithstanding such posting, the rates of wages of the new class shall still be a matter of negotiation between the Company and the Union, and the notice of posting shall contain the following statement:

"The final settlement for rates of wages is being negotiated. Any increase to the rates of wages shall be retroactive to the date of the appointment."

## **21. Training**

- 21.01. A non-trade employee assigned to develop materials for use in presentation of a training course or to present a training course shall receive the Utility Worker Foreman rate of pay. Updating and/or developing of standards, procedures, rules and regulations are excluded for the purposes of this provision.
- 21.02. All training opportunities offered including the prerequisites for such training opportunities shall be posted.

## **22. Edmonton Civic Employees Charitable Assistance Fund**

A payroll deduction in an amount not to exceed one-half (1/2) of one (1) percent shall be made from the wages of all employees covered by this Agreement. Such deductions shall be on a bi-weekly basis and shall be forwarded to the Secretary Treasurer of the Fund at the end of each pay period together with a list of employees from whom deductions have been made. The Union shall notify the Company thirty (30) calendar days prior to the implementation of any change to the amount of the payroll deduction.

## **23. Supplementation of Compensation Award**

- 23.01. If a permanent employee is prevented from performing his work with the Company because of an occupational disability that is sustained during the course of his work for the Company and the disability is recognized by the Workers’ Compensation Board as compensable within the meaning of the Workers’ Compensation Act, the Company will supplement the award made by the Workers’ Compensation Board by such an amount

that the award of the Workers' Compensation Board for loss of wages and any other allowances provided as a result of a compensable disability together with the supplementation by the Company will be one hundred (100%) percent of the employee's regular net pay. (For disabilities commencing on or after April 1, 1989, one hundred [100%] percent of the employee's regular net pay less income tax.) Payment shall commence on the date of commencement of the award by the Workers' Compensation Board and shall continue until the Workers' Compensation Board certifies that the employee is able to return to work, or until granted a permanent pension by the Workers' Compensation Board, whichever occurs first. Said supplementation shall not be payable to any permanent employee entitled to compensation after pension age if such an employee is entitled to any pension or after the employee's sixty-fifth (65<sup>th</sup>) birthday if such an employee is not entitled to a pension.

- 23.02. If, in the opinion of the Company, supplementation of the Workers' Compensation Board award to other employees is justified and approved, it will be made in accordance with the conditions established for permanent employees. In no event, however, shall any period of supplementation for those employees exceed three (3) months without further review and approval by the Company.
- 23.03. Employees who are laid off from the Company shall not be eligible to continue receiving supplementation of compensation benefits unless the claim for Workers' Compensation benefits was initiated prior to the notice of layoff and the disability has continued beyond the date such layoff becomes effective. Additionally, the regular rate of pay used in calculating the supplementation of compensation benefits shall be the regular rate of pay of the employee immediately prior to the date of layoff.
- 23.04. The parties mutually agree that no employee should be paid more than their regular earnings when they are unable to work and are receiving Workers' Compensation Benefits.

**APPENDIX**

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TO THE 2010 to 2011

**Collective Agreement**

between

**Capital Power Corporation (CPC)**

- and -

**Local No. 1007, International Brotherhood of Electrical Workers**

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Appendix I – Wage Schedule - Annual General Wage Increases

The parties agree to a two (2) year term with the following General Wage Increases to be applied to base wages in Appendix I, following any base wage adjustments agreed to by the parties:

2010 – effective December 20<sup>th</sup>, 2009 to December 18<sup>th</sup>, 2010 – 3.00%

2011 – effective December 19<sup>th</sup>, 2010 to December 17<sup>th</sup>, 2011 – 3.00%

The parties agree that the Appendix I – Wage Schedule forms part of the body of the Collective Agreement. It continues to form part of the Agreement unless one or both parties propose and agree to changes or deletions in Collective Bargaining.

## Appendix I – Wage Schedule

| Class Code | Job Family   | 2010 - Effective 20DEC2009 |        |        |        | 2011 - Effective 19DEC2010 |        |        |        |
|------------|--|----------------------------|--------|--------|--------|----------------------------|--------|--------|--------|
|            |  | Step 1                     | Step 2 | Step 3 | Step 4 | Step 1                     | Step 2 | Step 3 | Step 4 |
|            | <b>DUAL TRADESMEN</b>                                |                            |        |        |        |                            |        |        |        |
| 8136       | Power Electrician / Instrument Foreman               |                            |        |        | 47.62  |                            |        |        | 49.05  |
| 8112       | Power Plant Maintenance Foreman - Dual Trade         |                            |        |        | 47.62  |                            |        |        | 49.05  |
| 8513       | Maintenance Planner                                  |                            |        |        | 44.59  |                            |        |        | 45.93  |
| 8177       | Power Plant Mechanic II - Millwright / Machinist     |                            |        |        | 42.01  |                            |        |        | 43.27  |
| 8178       | Power Plant Mechanic II / Power Plant Welder         |                            |        |        | 42.01  |                            |        |        | 43.27  |
| 8123       | Power Plant Electrician I / Instrument Technician II |                            |        |        | 42.01  |                            |        |        | 43.27  |
| 8179       | Dual Tradesmen - Other Combinations                  |                            |        |        | 42.01  |                            |        |        | 43.27  |
|            | <b>POWER PLANT MAINTENANCE AND REPAIR</b>            |                            |        |        |        |                            |        |        |        |
| 8111       | Power Plant Maintenance Foreman                      |                            |        |        | 45.35  |                            |        |        | 46.71  |
| 8176       | Power Plant Mechanic II                              |                            |        |        | 40.01  |                            |        |        | 41.21  |
| 8187       | Power Plant Electrician                              | 38.10                      |        |        | 40.01  | 39.24                      |        |        | 41.21  |
| 8159       | HVAC Technician                                      | 38.10                      |        |        | 40.01  | 39.24                      |        |        | 41.21  |
| 8522       | Instrument Technician/Mechanic                       | 38.10                      |        |        | 40.01  | 39.24                      |        |        | 41.21  |
| 8563       | Welder   | 38.10                      |        |        | 40.01  | 39.24                      |        |        | 41.21  |
| 8607       | Mobile Crane Operator                                |                            |        |        | 34.30  |                            |        |        | 35.33  |
| 6175       | Power Plant Mechanic Apprentice                      | 24.01                      | 28.01  | 32.01  | 36.01  | 24.73                      | 28.85  | 32.97  | 37.09  |
| 8505       | Power Plant Electrician Apprentice                   | 24.01                      | 28.01  | 32.01  | 36.01  | 24.73                      | 28.85  | 32.97  | 37.09  |
| 8508       | Instrument Technician/Mechanic Apprentice            | 24.01                      | 28.01  | 32.01  | 36.01  | 24.73                      | 28.85  | 32.97  | 37.09  |
| 8562       | Welder Apprentice                                    | n/a                        | 28.01  | 32.01  | 36.01  | n/a                        | 28.85  | 32.97  | 37.09  |
|            | <b>POWER PLANT SUPPORT</b>                           |                            |        |        |        |                            |        |        |        |
| 335        | Stores Administrator                                 |                            |        |        | 35.60  |                            |        |        | 36.67  |
| 8703       | Utility Worker III                                   |                            |        |        | 32.58  |                            |        |        | 33.56  |
| 8609       | Coal Plant Operator II                               |                            |        |        | 31.36  |                            |        |        | 32.30  |
| 8593       | Tool Serviceman                                      |                            |        |        | 31.33  |                            |        |        | 32.27  |
| 8620       | Coal Plant Operator I                                | 29.15                      |        |        | 30.60  | 30.02                      |        |        | 31.52  |
| 8605       | Equipment Operator II                                | 28.44                      |        |        | 29.86  | 29.29                      |        |        | 30.76  |
| 330        | Storeman   | 19.80                      | 22.62  | 25.44  | 28.27  | 20.39                      | 23.30  | 26.20  | 29.12  |
| 8700       | Utility Worker                                       | 19.13                      | 21.87  | 24.60  | 27.34  | 19.70                      | 22.53  | 25.34  | 28.16  |

## Appendix II – Part I – Notes to Wage Schedule

- (1) Present incumbent only: P.R. #71409 will be placed in new class 8179.  
\*
- (2) Present incumbent only P.R. #028820 will be placed in class 8111 and paid in accordance with class 8112.  
\*
- (3) *Present incumbents only P.R. #069259 and P.R. #081004 will be moved from class 8015 – Millwright / Machinist (W.T.P.) – Deleted Class - and placed in class 8177.*  
\*\*
- (4) *It is understood by the parties that class 8110 – Power Plant Maintenance Man and class 8793 – Utility Worker Foreman are not used by the Company, but will be retained for the length of this agreement with the understanding that these classes will be reviewed for possible deletion in the next round of Collective Bargaining.*  
\*\*
- (5) *The parties agree that the Company can hire permanent employees at the wage step which is commensurate with their experience. The probationary period is still required to be served as per Article 9.01. Prior to the Company applying this note, there will be mutual agreement between the Company and the Union.*  
\*\*
- (6) *Effective date of ratification, employees in class 8620 – Coal Plant Operator I and class 8609 – Coal Plant Operator II will not be eligible for shift differential as outlined in Article 6.07.03 as this premium is now included in the base rate of pay.*  
\*\*
- (7) *Rates of pay for Registered Apprenticeship Program (RAP) students are included in Letter of Understanding # 7.*  
\*\*
- (8) *Upon completion of their apprenticeship, Company sponsored apprentices will proceed directly to the job rate in the appropriate journeyman class.*  
\*\*
- (9) *As per Letter of Understanding # 1, class 8179 – Dual Tradesman - Other Combinations will be used for other dual trades that are deemed necessary by the Company, and have not already been captured in the Wage Appendix. The Company will advise the Union of other dual trade combinations as they occur.*  
\*\*

## Appendix II – Part II – Notes to Wage Schedule

### Utility Worker (8700) and Storeman (0330)

- (1) Temporary Utility Workers and Storeman are to be paid at Step A.
- (2)\* *Twenty-four (24) Month Temporary Utility Workers and Storeman will progress to Step B after 12-months service. These employees will not be eligible for further movement in the pay range until attaining permanent status.*
- (3)\* The starting wage rate for permanent Utility Workers will be at Step C. The probationary period is still required to be served as per Article 9.01
- (4)\* Temporary employees in classes 8700 (Utility Worker) and 0330 (Storeman) who are appointed to permanent jobs within *either* classification shall have all temporary hours credited toward their placement on the wage grid, within a period of thirty six (36) consecutive months prior to attaining permanent status. The probationary period is still required to be served as per Article 9.01.

**The parties agree that Letters of Understanding are in effect for the current Collective Agreement. They cease to exist unless one or both parties propose and agree to renewal (as is or amended) in Collective Bargaining.**

**Letters of Understanding  
International Brotherhood of Electrical Workers  
Local Union 1007**

The following Letters of Understanding to the 2010 - 2011 Collective Agreement are individual letters but are grouped together for signing purposes only.

- Letter #1\* – Dual Trades
- Letter #2 – Recognition of Journeyman Status
- Letter #3\* – Jurisdictional Disputes
- Letter #4 – Foremen Working with Tools
- Letter #5\* – Standby Provisions
- Letter #6\*\* - Coal Plant Operator II's*
- Letter #7\*\* - Registered Apprenticeship Program (RAP)*
- Letter #8\*\* - Work Experience Programs*
- Letter #9\*\* - Employees Temporarily Working in Other Jurisdictions*
- Letter #10\* – Duty to Accommodate
- Letter #11\* – Out of Town Work
- Letter #12\* – Out of Town Work Expenses
- Letter #13\* – Leave for Personal and Family Related Responsibilities
- Letter # 14\* - Wind-Up of Former Income Replacement Plan (Applies only to Former City of Edmonton Employees)
- Letter # 15\* - Company Site Premium Program – Genesee Generation Facility
- Letter # 16\*\* - Joining DC Pension Once LAPP Contributions Limit Has Been Reached*
- Letter # 17\*\* - Signing Bonus*

The following Letters of Understanding are grouped together for signing purposes only.

**Letters of Understanding**

between

**Capital Power Corporation**

Of the First Part

(hereinafter called the "Company")

- and -

**Local No. 1007, International Brotherhood of Electrical Workers**

Of the Second Part

(hereinafter called the "Union")

**Letter #1 – Dual Trades\***

The parties agree that the following conditions shall apply with respect to Clause 7.03. - Dually Qualified Tradesmen.

1. The following will be considered as dually qualified trades for the purposes of Clause 7.03:
  - a) Millwright/Machinist
  - b) Millwright/Welder
  - c) Electrical/Instrument Technician/Mechanic *or*
  - d) *any other dual trade as deemed necessary by the Company.*
2. Those tradesmen not currently possessing a dual trade qualification as outlined in number 1 above shall be provided with the first opportunity to acquire the dual qualification on the basis of seniority as set out in Article 13 of the current Collective Agreement. *The Company, in consultation with the Union, reserves the right to delay or defer a candidates' second trade due to performance or attendance issues.*
3. Those tradesmen currently possessing a dual trade qualification as outlined in number 1 above shall be appointed to those jobs specified by the Company as requiring dually qualified tradesmen on the basis of seniority as set out in Article 13 of the current Collective Agreement.



4. Those tradesmen not currently possessing a dual trade qualification as outlined in number 1 above shall be considered for promotion or transfer to *non-leadership* jobs requiring a dually qualified tradesman provided they agree to obtain the second trade certificate within a reasonable period of time. Such reasonable period of time shall be determined "case by case" based on specific circumstances and the employee shall be so advised. Those tradesmen not meeting the requirements for dual qualification within the established time period shall be reverted to their previous job. Lack of a second trade qualification shall not be considered in determining "equally qualified" under Clause 10.01. provided such tradesmen have agreed to obtain the second trade qualification within a reasonable period of time.
5. An employee shall be dually qualified as a journeyman before he can be permanently classed as a foreman, sub-foreman or lead hand if he is working with and/or supervising dually qualified tradesmen. Present incumbents not possessing a dual trade qualification as outlined in number 1 above shall be considered to be "grandfathered". Notwithstanding this, they will be encouraged to acquire the necessary dual trade qualification. *It is understood that those tradesmen not currently possessing a dual trade qualification can fulfil a temporary assignment of foreman, sub-foreman or lead hand as required by the Company.*
6. Those tradesmen who have been offered the opportunity to become dually qualified and have not accepted that opportunity shall be excluded from consideration for promotion or transfer as outlined in number 4.

#### **Letter #2 – Recognition of Journeyman Status**

The parties agree that any employee, who has been recognized as a journeyman prior to October 1, 1981 and who did not at that time hold an Alberta Journeyman Certificate, shall continue to be recognized as a fully qualified journeyman, and that recognition shall be equivalent to Power Electrician certification status as it existed prior to October 1, 1981 for the purposes of this Agreement.

#### **Letter #3 – Jurisdictional Disputes\***

The parties agree that disputes regarding the jurisdictional allocation of positions will be dealt with as policy grievances. If however, a jurisdictional dispute is not resolved by the parties and the Union elects to refer the matter to a third party, the dispute will be referred to the Labour Relations Board for a final and binding decision.

#### **Letter #4 – Foremen Working with Tools**

The parties agree that a Foreman will not schedule work with tools for himself. The parties further agree that a Foreman may perform minor troubleshooting, effect minor repairs and may assist a tradesman where problems requiring the assistance of another tradesman arise during the course of an assignment and all other appropriate tradesmen have been previously assigned to other work. The intent is that a Foreman will not work with tools to the extent that such work performance would eliminate a trades job. Either party may rescind this Letter of Understanding by providing the other party with notice to do so.

## Letter #5 – Standby Provisions\*

The parties agree that the following provisions shall apply to voluntary standby at CPC Genesee:

Standby will provide twenty-four (24) hours, seven (7) days a week coverage on an as needed basis.

Standby will be scheduled for one week intervals and shall be scheduled at least one week in advance.

All voluntary standby shall be distributed as evenly as possible among employees in their respective jobs.

Substitutions will be allowed with the mutual agreement of the affected employees and management.

Standby pay will be paid from Thursday to Wednesday.

*Should the Company not get the volunteers required to cover the standby requirements to meet the operational needs in a particular work group at Genesee, the Company will serve thirty (30) calendar days notice of their plan to implement a mandatory standby for that specific work group.*

Employees on standby shall be paid for standby service on the following basis:

- 0.50 hours of pay at the employee's regular rate of pay for every eight (8) hours of standby time on a workday.
- 0.67 hours of pay at the employee's regular rate of pay for every eight (8) hours of standby time on an off day.
- 1.67 hours of pay at the employee's regular rate of pay for every eight (8) hours of standby time on a Statutory Holiday.

1. The parties agree that the following provisions shall apply when standby is required for employees who temporarily work out of town:

Standby will provide twenty-four (24) hour coverage on a daily basis as required.

Employees on standby shall be paid for standby service on the following basis:

- 0.50 hours of pay at the employee's regular rate of pay for every eight (8) hours of standby time on a workday.
- 0.67 hours of pay at the employee's regular rate of pay for every eight (8) hours of standby time on an off day.
- 1.67 hours of pay at the employee's regular rate of pay for every eight (8) hours of standby time on a Statutory Holiday.

2. *In the interest of work / life balance, effective date of ratification, an employee at their option, may credit a portion of their standby pay to their new standby bank, up to a maximum of forty (40) hours. In order to recognize those employees volunteering for standby service, Managers will give priority to requests for time off from their standby bank as long as the operational needs of the plant are met.*

*This standby bank can be drawn down by the employee for the purposes of time off or they can request the standby bank time to be paid out. The standby bank can be drawn down and re-accumulate to the maximum of forty (40) hours throughout the year.*

*The maximum amount of standby time that can be requested by an employee as time off is forty (40) hours per payroll year. For the purposes of the standby bank, a year will be the recognized CPC payroll year.*

*If, on the last pay day ending in December, an employee has accumulated time remaining in their standby bank, all time in this standby bank, will be carried over to the next payroll year and will count towards the maximum forty (40) hours allowed in the standby bank.*

3. *The immediate management supervisor or his delegate has the sole discretion to approve employee requests to use their standby banked as time off.*
4. *The time equivalent shall be calculated by dividing the dollar amount credited to an individual employee's standby bank by the employee's regular rate of pay at the time the standby banked time is to be taken.*
5. *Any portion of the dollar amount credited to an individual employee's standby bank will be paid off in cash, at the option of the employee, provided that such payment is made at a time agreeable to the Company.*
6. *It is understood that should the Company be required to implement a mandatory standby for a specific work group, employees in that work group will not be eligible for the new standby bank provisions as outlined above.*

#### **Letter # 6 – Coal Plant Operator II's\*\***

*The parties recognize there are differences in the level of work being performed by Coal Plant Operators. In the interest of recognizing the graded knowledge and skills between the two levels of operators, the Company is interested in developing a new class of Coal Plant Operator - Coal Plant Operator II, with a corresponding rate of pay of \$ 30.45 per hour (prior to the application of the 2010 general wage increase) and effective date of ratification forward. It is understood that this rate of pay includes shift differential in the base pay.*

*The Company's intention regarding progression to the Coal Plant Operator II rate, is that it would be competency based, and not solely dependent on time in the position. The Union has indicated that employees interested in developing the competencies required to achieve the competencies for the higher Coal Plant Operator II rate, should include plans to develop these skills through the annual APfR process.*

*The parties agree to meet to review and discuss the Company's plan regarding the specific competencies required for the Coal Plant Operator II rate and how existing Coal Plant Operators will be assessed against these competencies. This initial meeting will occur prior to December 17<sup>th</sup>, 2010. Target date for implementation of the Coal Plant Operator II competencies and assessment process is January 31, 2011.*

**Letter of Understanding #7 – Registered Apprenticeship Program (RAP)\*\***

*The Company's participation in the Registered Apprenticeship Program shall not displace existing permanent or temporary employees or threaten job security of employees falling within the Scope of this Agreement.*

*Employees hired in this program will receive an hourly rate of pay equal to sixty – five percent (65%) of the first year apprentice rate in the Appendix I - Wage Schedule. The RAP rates for 2010 and 2011 will be as follows:-*

| <i>Year (effective date)</i>                          | <i>Rate of Pay</i>    |
|---|-----------------------|
| <i>2010<br/>(effective Dec 20<sup>th</sup>, 2009)</i> | <i>\$15.61 / hour</i> |
| <i>2011<br/>(effective Dec 19<sup>th</sup>, 2010)</i> | <i>\$16.07 / hour</i> |

*All RAP employees shall have their statutory holiday pay paid on a bi-weekly basis as a premium calculated at four point six percent (4.6%) of their normal bi-weekly earnings. Should this premium payment of statutory holidays in any way violate the Employment Standards Code or disadvantage any employee(s), the parties shall meet to review this item and agree to another method of determining and paying for statutory holiday pay for RAP employees.*

*The annual vacation leave provision for RAP employees shall be paid out bi-weekly based on six percent (6%) of the employee's straight time bi-weekly pay.*

**Letter of Understanding #8 – Work Experience Programs \*\***

- 1. It is mutually agreed by the parties, that the Company may participate in Work Experience/Education Programs. The Company shall consult with the Union accordingly prior to participating in such programs.*
- 2. Any wages or compensation and working conditions for the individuals participating in such work experience programs shall be determined by the Company, in consultation with the Union, the applicable educational institution and the affected individual (or guardian), as the case may be. As much as possible, the Company shall endeavour to develop terms and conditions of employment that are consistent with the existing provisions in this Collective Agreement.*
- 3. The Company shall advise the Union of those individuals participating in such Work Experience programs. Wherever possible, this communication will be prior to the individual's actual commencement in such programs.*

4. *Additionally, it is agreed that the Company's participation in these Work Experience programs shall not displace existing permanent or temporary employees or threaten job security of employees falling within the Scope of this Agreement.*

#### **Letter #9 - Employees Temporarily Working in Other Jurisdictions\*\***

*After review and discussion of this matter at bargaining the following understandings were agreed to regarding Company employees performing work in other jurisdictions:*

##### **GENERAL INTENT**

*The shared intent regarding Genesee Power Generating employees working in other jurisdictions is to provide :*

- *increased skills and experience for existing Genesee employees;*
  - *career development for existing Genesee employees;*
  - *short term up to ninety (90) day coverage for relief where needed to meet operational requirements at Genesee.*
1. *When the Company requires cross jurisdictional work to occur for a duration greater than ninety [90] calendar days but less than one [1] year, the Company shall select an existing Genesee employee for this cross jurisdictional temporary work assignment. The employee will receive a temporary cross jurisdictional assignment letter which will outline terms and conditions for the cross jurisdictional assignment consistent with the rates of pay, terms and conditions and union dues specified in the current Collective Agreement for the Company jurisdiction that the employee is transferring to. The letter will also outline the requirement for the employee to pay IBEW Local 1007 Union dues to retain their IBEW seniority when they return to their home position from this temporary cross jurisdictional assignment. For temporary assignments, IBEW 1007 will continue to represent these IBEW employees consistent with the Collective Agreement.*
  2. *For less than ninety (90) day temporary assignments employee will pay union dues to IBEW but will not receive a formal letter as described in #1 above.*
  3. *The Company will notify the unions in writing when any short term cross jurisdictional work (described in #1 and #2 above) is planned or required. Where ever possible, this written notification will be done in advance of the cross jurisdictional work being performed.*
  4. *Consistent with Article 13.04, IBEW Local 1007 employees who perform full time work in another Company jurisdiction on a longer term basis (greater than ninety [90] calendar days but less than one year) as outlined in # 1 shall continue to accrue their seniority standing within IBEW Local 1007 for when they return to their IBEW Local 1007 position.*
  5. *It is understood, that should an exceptional cross jurisdictional work requirement arise, that could impact an IBEW Local 1007 employee or the Union, the Company and the Union agree to meet in advance of the work requirement to discuss and determine next steps.*

### **Letter #10 – Duty to Accommodate\***

The parties agree that the Company, Union and Employees are partners in fulfilling the “Duty to Accommodate”. It is a shared responsibility covered under Human Rights Legislation.

The Company and the Union agree to meet *and review potential Duty to Accommodate cases as required*. The following will be primary considerations when *reviewing cases*:

- *Length of Accommodations (Temporary or Permanent)*
- *Roles and Responsibilities*
- *Ensuring “value added” accommodations*
- *Appropriate Pay*
- *Seniority*
- *Union Dues*
- *Cross Jurisdictional Accommodation Process*

### **Letter #11 – Out of Town Work Arrangements\***

The parties mutually agreed to the following shared interests and understandings regarding Out of Town Work involving IBEW 1007 members in Capital Power Corporation

It is further understood by the parties, that the following principles shall guide discussions and decisions regarding *out of town work*.

- To maximize business travel during regular hours of work and minimize travel time at premium rates or on an employee's off days.
- To encourage flexibility in travel times and hours of work, to meet work requirements and the personal needs of employees.
- To establish reasonable limits on how long an employee(s) can work and/or travel in a day ensuring that these limits are consistent with safety and labour standards.
- To provide a mechanism to debrief / provide feedback after the completion of *Out of Town Work* for the benefit of employees, the Company and the Union.
- The Union and the Company agree that they will review the employment terms and conditions required for any new external contracts and arrive at mutual agreement on a case-by-case basis.
- The Company and the Union will monitor Out of Town arrangements on a regular basis and make adjustments to the guidelines as needed

### **Letter #12 – Out of Town Work Expenses\***

*The following terms and conditions apply to Out of Town Work assignments. Out of town work assignments are defined as work or training that is located 100km outside of the Genesee-Edmonton corridor*

1. Employees required to work and/or travel out of town for greater than one (1) day and one (1) night shall *claim expenses as follows*:
  - a) *Employees will use a CPC “P” Card whenever possible.*
  - b) *Employees who have not been authorized and assigned a CPC “P” card who are working or traveling out of town for Company business with an employee who is assigned a CPC “P” card may have some or all of their travel, accommodations,*

meals and business expenses paid for by the permanent employee with the CPC "P" card as agreed to with their Supervisor or Foreman.

*Employees who have not been authorized and assigned a CPC "P" card are eligible for a daily living allowance (per diem) of one hundred and seventy-five dollars (\$175.00) to cover expenses related to daily meals (seventy dollars - \$70.00) and accommodation (one hundred and five dollars \$105.00). Such allowance would be advanced to employees prior to their out of town work assignment.*

2. Employees who are required to work and travel out of town for less than one (1) day and one (1) night and who have not been authorized and assigned a CPC "P" Card, shall be reimbursed for all travel, accommodation and meal expenses as per CPC policy.
3. *In instances where employees who have not been authorized and assigned a CPC "P" card incur legitimate accommodation and meal expenses in excess of the one hundred and seventy dollars (\$175.00) per diem; employees shall submit bills / receipts to their management supervisor for review and authorization*
4. *Employees required to travel out of town for unscheduled urgent or emergency work shall have their travel time paid at overtime as outlined in Clause 6.02.*
5. Employees required to travel outside normal hours of work and travel for out of town assignments shall be paid a premium of one-half (½) hour's pay at his regular rate of pay, for each hour spent travelling, in addition to the regular rate of pay. This travel pay premium is not bankable. Employees who are required to utilize their personal vehicle to travel to and from their Out of Town Work location and for any other business purposes shall be reimbursed for their travel based on the CPC policy.
6. *Employees requesting out of town career development opportunities, that are supported and paid for by the Company, shall travel during regularly scheduled hours where possible. If this is not possible then they will travel on their own time. Employees travelling in these circumstances will not be eligible for the travel pay premium or overtime for any travel time*
7. The Company shall pay other legitimate out of town expenses such as material, equipment, supplies and hosting. Employees who have been authorized and assigned a CPC "P" Card will pay for these types of expenses with their CPC "P" Card, subject to the guidelines and limitations of the CPC "P" card policy and manual. For employees who have not been authorized and assigned a CPC "P" Card or where payment with their "P" Card is not appropriate, payment for these expenses shall be made via expense claim reimbursement with appropriate receipts.
8. All out of town business travel and expense claims made by employees will be submitted, processed and authorized consistent with the existing CPC "P" card policy and / or all other applicable CPC financial policies. Additionally, if an employee is given an advance by CPC for out of town business travel or expenses, it is expected that the employee will submit a CPC expense claim as soon as possible following the out of town work. Any monies owing to the Company will be repaid to the Company by the employee in a timely manner. If an employee fails to file an expense claim or repay advance money owing to the Company, CPC will recover the outstanding advance and

/ or monies owing through payroll deduction(s). The Company will do this after consulting with the employee and giving them a reasonable deadline to file the expense claim or repay the money.

**Letter #13 – Leave for Personal and Family Related Responsibilities\***

All permanent full-time employees are eligible for up to twenty four (24) hours of leave with pay for personal and family related responsibilities in each benefit year.

Permanent part-time employees will receive a pro-rated number of hours as outlined in the *Capital Power Flex* Benefits program handbook.

These hours may not be carried over into the next benefit year.

These hours may be used for the following purposes:

The care of a sick child, parent or other immediate defined family member for which the employee is responsible.

Attendance at medical or dental appointments for the employee's spouse, their child or their parent.

Attendance at medical or dental appointments for the employee in the event the required absence is longer than three (3) hours.

Childcare due to reasons that could not have reasonably been anticipated or where normal arrangements are not available.

A personal need that requires the employee's immediate attention and that is approved by *Capital Power*.

An employee wishing to utilize these hours must notify their supervisor prior to the date, where possible. In the case of an emergency, notice should be provided as soon as possible.

An employee using leave for personal and family related responsibilities must provide a written explanation to their supervisor either prior to the leave or upon return to work.

**Letter # 14 - Wind-up of former Income Replacement Plan – Applies only to former City of Edmonton Employees\***

Upon retirement to pension from *Capital Power Corporation* or death, members shall receive a lump sum payment from *Capital Power Corporation* equal to the amount of their Income Replacement entitlement calculated when that plan was wound-up, escalated in accordance with #4 of this Letter of Understanding.

Upon resignation, members shall receive a lump sum payment from *Capital Power Corporation* equal to one half (1/2) the amount they would have received had they retired to pension from the service of *Capital Power Corporation* on the date of their resignation. For the purposes of this section a layoff shall be considered as resignation. Members terminated for cause shall not be eligible for a lump sum payment.

Layoff shall not affect the member's Income Replacement Entitlement provided that the member is rehired not more than twenty-four (24) months after the date on which such layoff occurred. In instances where a layoff of a member exceeds twenty-four (24) months, such



layoff will be deemed to be a resignation for the purposes of this section and the provisions of point #2 shall apply.

The lump sum payouts which are established for members shall be retained by *Capital Power Corporation* until payment is made to the member. Such lump sum payouts shall be increased annually on January 1 according to the percentage increase in the Consumer Price Index for the Edmonton region during the twelve (12) month period ending on the previous November 30 until such time as payment is made to the member.

#### **Letter #15 – Company Site Premium Program \***

The Company and the Union agree to allow the Union's members at the Company's Genesee Generating facility to participate in the Company's Genesee Site Premium Program. Details of the Program are as follows:

##### **The Program:**

- The Genesee Site Premium Program ("GSP") is an extension of Company policy that will see all eligible Company employees receive a bi-weekly lump sum payment of five hundred dollars (\$500.00) per bi-weekly pay period.
- This payment is not part of an employee's compensation.
- The GSP may be modified or cancelled at the Company's sole discretion. If the GSP is *to be* modified or cancelled the Company will advise the Union. *Effective November 21, 2010 the Company will provide the Union twelve (12) months written notice prior to modifying or cancelling the GSP Program.*
- The GSP is taxable.
- Eligible employees will receive the GSP while on vacation, using banked time or are accessing Short Term Disability for two (2) weeks or less.
- Employees will not receive the GSP if they are on Short Term Disability longer than two (2) weeks, Long Term Disability, Maternity Leave or Unpaid Leave of Absence.

##### **Eligibility:**

- The GSP program is applicable to all permanent *and temporary full-time* Company employees assigned to work out of Genesee as their home site/work location.
- Employees who are hired into temporary full-time positions, *RAP* or Co-Op student employment positions at the Genesee Generating facility will *also be* eligible for the GSP program.
- There is no pro-ration of the GSP.
- Final approval for eligibility rests with the Company's *Plant Manager, Genesee Operations*

#### **Letter # 16 – Joining DC Pension Once Lapp Contributions Limit Has Been Reached\*\***

*The parties recognize that currently, employees who have contributed to LAPP (Local Authorities Pension Plan) for thirty-five (35) years are ineligible to make further contributions. Consequently, these employees no longer receive a pension contribution from the Company.*

*The Union has expressed concern that employees who have reached the LAPP maximum, no longer receive a pension contribution from the Company. The Union had requested that employees in this scenario be allowed to join the DC Pension program, and receive the corresponding Company pension contribution.*

*The Company recognizes the concerns expressed by the Union, and is interested in exploring options that meet joint interests of the parties. The Company commits to meet on the subject and advise the Union regarding progress and/or options by January 31, 2011.*

**Letter # 17 – Signing Bonus\*\***

- 1. Upon ratification of the Memorandum of Agreement between the parties, all permanent and temporary full – time Genesee IBEW employees will receive a one time only lump sum signing bonus in the amount of nine hundred dollars (\$900.00).*
- 2. Employees eligible to receive this one time only signing bonus must be actively employed as a full time employee from October 21, 2010 until after the date of ratification and remain actively employed as a full time employee on the date that the signing bonus is paid to employees. The Company and the Union will review and verify the list of eligible full time employees prior to the payment of this signing bonus.*
- 3. One-time only signing bonuses will be paid on a normal payroll run, as soon as possible, following the date of ratification and following the implementation of the hourly wages and the payment of any retroactive pay owing to employees.*

**Addendum to the 2010 to 2011**

**Collective Agreement**

between

**Capital Power Corporation**

- and -

**Local No. 1007, International Brotherhood of Electrical Workers**

**Addenda:**

**Addendum # 1\* :**        *Establishing Compressed (Flexible) Hours of Work*

**Addendum # 2 :**        Compressed Hours of Work

**Addendum # 3\* :**        Coal Plant Employees

***The parties agree that Addenda form part of the body of the Collective Agreement. They continue to form part of the agreement unless one or both parties propose and agree to changes or deletions in Collective Bargaining.***

**Addendum to the 2010 – 2011  
Collective Agreement**

between

**Capital Power Corporation**

Of the First Part

(hereinafter called the "Company")

- and -

**Local No. 1007, International Brotherhood of Electrical Workers**

Of the Second Part

(hereinafter called the "Union")

**Addendum #1 - Establishing Compressed (Flexible) Hours of Work**

1. Definitions

Compressed (flexible) hours of work may include one or all of the following:

- a) Normal Hours of Work: Employees engaged in the compressed (flexible) hours of work week shall work a combination between eight (8) to ten (10) hour shifts, plus one-half (1/2) hour unpaid lunch break as set out in the shift schedule. The hours of work for such employees shall average forty (40) hours per week and/or eighty (80) hours per pay period over the length of the schedule.

2. Establishment of Compressed (Flexible) Hours of Work

When the parties agree to establish compressed (flexible) hours of work, they shall do so in accordance with this letter of understanding. Unless otherwise specified in these compressed (flexible) hours of work arrangements, clauses contained in the Main Agreement shall continue to apply.

- a) Compressed (flexible) hours of work proposals may be initiated by either the Company or the employees. The schedules will be voted on by the employees in the affected work group and must achieve a seventy five percent (75%) majority. The Company will ultimately determine whether or not the proposal will be implemented based on operational requirements.
- b) When a compressed (flexible) hours of work schedule is implemented, the following parties will be advised in writing of the work location, business unit, schedule and employees participating.
  - i. The Union
  - ii. The Company's Human Resources Consultant
  - iii. The Company's Payroll Department

- c) Postings shall contain a statement to denote those positions that are subject to compressed (flexible) hours of work.
- d) Whenever possible, the Company will endeavour to accommodate employees who, (for reasons acceptable to the Company, request not to participate in the compressed (flexible) hours of work schedule.

### 3. Fringe Benefits

- a.) A day's pay for a statutory holiday shall be equal to the monetary or time equivalent of the compressed (flexible) work day hours.
- b.) Vacation and Sick leave usage shall be administered on an hourly basis in conjunction with the schedule.

### 4. Reversion from Compressed (Flexible) Hours of Work

Where compressed (flexible) hours of work are established pursuant to #2 of this Letter of Understanding, either of the parties may decide at any time to revert from the compressed (flexible) hours of work schedule by providing a minimum of one (1) month's notice in writing to the other party. However, the parties agree that, in the event either party decides to revert from the compressed (flexible) hours of work they will meet to discuss the reasons prior to the reversion.

### **Addendum #2 – Compressed Hours of Work**

The following provisions shall apply to employees engaged in the compressed work week. Unless otherwise specified, clauses contained in the Main Agreement shall continue to apply. Clauses in this Addendum which have the same numerical designation as clauses in the Main Agreement shall supersede those clauses of the Main Agreement. Where conflict or differences exist between the clauses contained in the main portion of the Collective Agreement, the specified provisions contained in this Addendum shall prevail with respect to employees engaged in the compressed work week.

Wherever possible, the Company will endeavour to accommodate employees who, for reasons acceptable to the Company, request not to participate in the compressed hours of work schedule.

## **6. Working Conditions**

### 6.01. Hours of Work

#### 6.01.01.03. Normal Hours of Work

Normal hours of work for Maintenance Employees will be, ten (10) hours per day to be worked between 07:00 and 17:30 with one-half (1/2) hour unpaid lunch break, Monday through Friday of each week. The schedule will consist of a four day work week with a five day coverage. However, where the requirements of service demands it, the work week may be any five (5) consecutive days during the week. The hours of work will be such that the total hours in a bi-weekly pay period shall equal eighty (80) hours. Off days will be in conjunction with other off days.

6.01.03. General Provisions

6.01.03.01.01. A change in an employee's daily hours or off days may be mutually agreed. In the absence of mutual agreement, seven (7) *calendar* days notice of the change must be provided. If these conditions are not fulfilled, the employee whose hours of work have been changed shall receive overtime premium for those shifts worked prior to the expiration of the required notice period.

**8. Fringe Benefits**

8.01. Statutory Holidays

8.01.06. A day's pay for a statutory holiday shall be equal to the monetary or time equivalent of ten hours work.

**25. Reversion to the Eight Hour Per Day Schedule**

The terms specified will be reviewed on an annual basis. Either of the parties may decide at any time to revert from the compressed hours of work by providing a minimum of thirty (30) days notice in writing to the other party. However, the parties agree that, in the event either party decides to revert from the compressed hours of work they will meet prior to the reversion to discuss the most expedient schedules for reversion. In the event of reversion, premiums which may normally have been payable as a result of reverting to the straight eight (8) hour per day schedule will not be paid.

**Addendum #3 – Coal Plant Employees\***

The following provisions shall apply to Coal Plant employees engaged in the compressed work week. Unless otherwise specified, clauses contained in the Main Agreement shall continue to apply. Clauses in this Addendum which have the same numerical designation as clauses in the Main Agreement shall supersede those clauses of the Main Agreement. Where conflict or differences exist between the clauses contained in the main portion of the Collective Agreement, the specified provisions contained in this Addendum shall prevail in respect of employees engaged in the compressed work week.

**6. Working Conditions**

6.01. Hours of Work

6.01.01. Normal Hours of Work

Normal hours of work for Coal Plant Operators *on 12-hour shift will be 7:00am to 7:00 pm on a day shift, 7:00 pm to 7:00 am on a night shift, and on 10 hour shift will be 7:00 am to 5:30pm.*

6.01.02. Other Hours of Work

6.01.02.02. *Coal Plant Operators shall work a combination of ten (10) hour shifts with an unpaid lunch break and twelve (12) hour shifts, including time off for lunch, as set out in the shift schedule. The hours of work for such employees shall average forty (40) hours per week over the length of the schedule.*

6.01.03. General Provisions

6.01.03.01.01. \* Seven (7) calendar days notice of the change must be provided. If these conditions are not fulfilled, the employee whose hours of work have been changed shall receive overtime premium for those hours worked not on the employee's original schedule, prior to the expiration of the required notice period.

6.01.04. Shift trades will not be permitted which would result in an employee working in excess of sixteen (16) consecutive hours.

6.05. Pay for Work on Statutory Holidays

6.05.03. The premium rates of pay specified in the Main Agreement shall be paid only to those employees who work on the actual calendar day as outlined in Clause 8.01.05. An employee who commences his shift before and during the statutory holiday shall be paid the premium rate for only those actual hours which fall during the statutory holiday.

6.07. Shift Differential

6.07.01.\* *Effective the first day of the pay period following ratification of this agreement (November 21, 2010), all Coal Plant Operators (class code 8620) and Coal Plant Operator II's (class code 8608) will not be eligible to receive shift differential as per Clause 6.07.01. and 6.07.02. because shift differential has been incorporated into their new base rate of pay, therefore they are already being compensated for shift differential.*

**7. Pay Provisions**

7.01. Wages

7.01.04. Notwithstanding Clause 7.01.02. of the Main Agreement, employees shall be paid in accordance with the number of scheduled hours in each pay period. The number of hours scheduled in each pay period will vary in accordance with the following: Between sixty (60) and ninety-six (96) hours each pay period to average eighty (80) hours bi-weekly for a shift cycle.

**8. Fringe Benefits**

8.02. Annual Vacations

8.02.02. This Clause Not Applicable

8.02.24. *Employees who worked twelve (12) hour shifts in the previous calendar year shall be eligible for an additional eight (8) hours of vacation credits for every fifteen (15) twelve (12) hour shifts worked, to a maximum of forty (40) hours of vacation credits. This extra vacation is to compensate for the time spent at work at shift exchange time and shall be available as follows:*

| <i>Vacation Credits Earned</i> | <i>Vacation Credits Paid</i> | <i>Maximum Entitlement</i> |
|--------------------------------|------------------------------|----------------------------|
| <i>2010</i>                    | <i>2011</i>                  | <i>40 hours</i>            |
| <i>2011</i>                    | <i>2012</i>                  | <i>40 hours</i>            |

8.04. Health and Welfare Benefits and Pension

8.04.03. Vacation leave and sick leave usage shall be administered on an hourly basis in conjunction with the shift schedule.

### **23. Coal Plant Operator Duties**

23.01. In addition to the Coal Plant operational duties that are normally performed, the Coal Plant Operators will be required to conduct minor maintenance duties such as changing out easily accessed troughing, return and impact rollers, adjust/replace rubber skirting, scrapers and rope seals under the following conditions:

23.01.01. Their normal operational duties have been completed, or

23.01.02. to prevent major coal spillage, damage to equipment, or interruption in fuel supply.

### **25. Reversion to the Eight Hour Per Day Schedule**

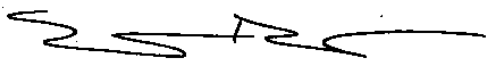
Either of the parties may decide at any time to revert from the compressed work week by providing a minimum of one (1) month's notice in writing to the other party. However, the parties agree that, in the event either party decides to revert from the compressed work week they will meet prior to the reversion to discuss the most expedient schedules for reversion. In the event of reversion, premiums which may normally have been payable as a result of reverting to the straight eight (8) hour per day schedule will not be paid.



Signed this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2011

**International Brotherhood of Electrical  
Workers Union Local 1007**

**Capital Power Corporation.**



\_\_\_\_\_  
Martin Duckworth



\_\_\_\_\_  
Richard Williams



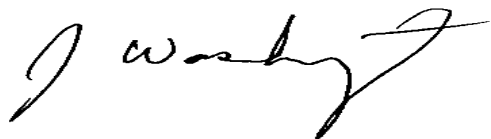
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Jimmy Connor



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Allan Danroth



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Doug Payne



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Jack Washington