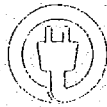


# AGREEMENT

SOURCE			
DATE	12	1	1997
TERM			
No. OF EMPLOYEES			
NO. OF CENTRES			

between



**ALBERTA POWER LIMITED**  
An ATCO Company

and

**Alberta Power  
Employees  
Association**



**1997 - 1998**

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## **AGREEMENT**

THIS AGREEMENT made as of the first day of January A.D. 1997  
and consolidated herein between:

**ALBERTA POWER LIMITED**, a  
body corporate with head office at  
the City of Edmonton, in the  
Province of Alberta (hereinafter  
called "the Company").

OF THE FIRST PART,

AND

**ALBERTA POWER EMPLOYEES'  
ASSOCIATION**, a trade union  
within the meaning of The Labour  
Relations Act, of the said City of  
Edmonton (hereinafter called "the  
Association").

OF THE SECOND PART,

Whereas the Company is a public utility engaged in the business of producing, purchasing, transmitting, distributing, delivering and selling electricity and of providing services in connection therewith and supplying electricity to communities and inhabitants in the said Province of Alberta.

AND

Whereas by Certificate No. 181-91 dated the 12th day of February, 1991, and issued by the Labour Relations Board for the said Province (hereinafter called "the Board") and made pursuant to the provisions of the Alberta Labour Act, the Association has been certified as bargaining agent for a unit of employees of the Company comprising: "all employees except those employed as managers, department heads, in professions and in confidential capacities". The above certification No. 181-91 is hereinafter referred to as "the Certificate".

### **SPIRIT OF AGREEMENT**

Whereas the Company is an organization wherein the money of investors is combined with the judgment, abilities, experience and energy of the management and employees to provide efficient public utility services,

AND

Whereas it is agreed that the service rendered by the Company, its management and employees directly or indirectly to electric customers from time to time served by the Company, is essential to the welfare of these customers,

AND

Whereas it is essential to the livelihood and in the best interest of the Company, its management and employees to direct their respective efforts towards the efficient and economical operation of the Company business,

AND

Therefore, this Agreement recognizes and accepts the principles and spirit of good team work based upon mutual responsibility, respect, confidence, loyalty, integrity and friendliness,

AND

This Agreement further recognizes that all successful employer-employee relations must be mutually advantageous, fair and just, not more favourable to one than to the other and of the same spirit of co-operation and friendliness in which this Agreement is reached,

AND

Whereas subject to the terms and conditions herein contained the parties hereto by these presents are entering into a collective agreement with respect to the terms and conditions of employment of such employees.

## ARTICLE 1.00 TERM OF AGREEMENT

- 1.01 This agreement remains in force from January 1, 1997 to December 31, 1998 and from year to year thereafter, unless notice of amendment or termination is given as required in clause 1.02.
- 1.02 If either the Company or the Association wishes to amend or terminate this agreement, it must give the other party notice between September 1, 1998 and November 1, 1998.
- 1.03 If either party wishes to negotiate and enter into another collective agreement to replace this agreement, the parties shall meet and exchange proposals no later than September 15, 1998. The parties will then undertake negotiations for a new agreement.
- 1.04 If the parties have not resolved all issues through negotiations by October 19, 1998, a new collective agreement will be concluded and will become effective November 1, 1998. That agreement will contain the following items:
- (a) the previous collective agreement with amendments to the extent agreed upon in negotiations;
  - (b) lists, prepared by each party, of all unresolved matters, indicating those items which either party wishes to have made retroactive: and
  - (c) an article identical to Article 36.00 of this agreement.
- That agreement will then be settled by the arbitration board selected or appointed under Article 36.00 for resolution of the unresolved issues and requests.
- 1.05 Until the arbitration board makes its award, the terms and conditions of the agreement reached under clause 1.04 (a) and (c) will be in force.

## ARTICLE 2.00 DEFINITIONS AND INTERPRETATION

2.01 For the purposes of this agreement,

"Association" means the Alberta Power Employees' Association;

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

"Company" means Alberta Power Limited;

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

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

"Job" means a unique position within the Company (e.g. Clerk I - accounting is a Job; Clerk I - lands is a different Job);

"Job Class" means all Jobs in the Company with the same basic title (e.g., all Clerk Is constitute a Job Class; all Clerk IIs constitute a separate Job Class.);

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

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

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

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



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

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

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

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

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

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

### **ARTICLE 3.00 TEMPORARY AND PERMANENT PART-TIME EMPLOYEES**

- 3.01 Temporary Employees, other than those working on a special, limited-term project, cannot work more than 60 per cent of the normal hours per year for the **Job** in which they are placed.
- 3.02 The regularly scheduled hours of Permanent Part-time Employees will not be more than 80 per cent of the normal hours (on an annual basis) for the Job in which they are placed. Any overtime hours worked do not count toward the 80 per cent calculation.
- 3.03 The Company will not use Temporary or Permanent Part-time Employees to displace any Permanent Employee or

Job or to reduce the regular hours of work of any Permanent Employee or Job. This clause will not apply to cases where Article 4.00 (Job-sharing) or Article 5.00 (Job-splitting) applies.

- 3.04 Except for diesel/turbine plant operator Jobs, Permanent Part-time Employees will not **be** hired to perform Jobs listed in schedules 55, 56 or 58.

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**ARTICLE 4.00 JOB-SHARING**

- 4.01 Two employees may apply to the Company for permission to jointly fill one permanent **Job**.
- 4.02 The Company is not obliged to agree to such a request.
- 4.03 If **the** Company agrees to such a request, the two employees, their manager and the Company shall sign a Job-sharing agreement.
- 4.04 The Job-sharing agreement will set out the terms of the arrangement, including the right of either employee to withdraw from the arrangement after giving a certain amount of notice.
- 4.05 The Job-sharing agreement will also include the Company's right to terminate the arrangement *if it* proves unsatisfactory and will explain what will happen to the employees if the Company withdraws its consent.
- 4.06 Nothing in a Job-sharing agreement may contradict this Collective Agreement.
- 4.07 If either employee involved in a Job-sharing agreement withdraws from the arrangement, the other employee must fill the Job on a full-time basis.
- 4.08 The Company shall send the Association a copy of every Job-sharing agreement as soon as it has been signed.

## **ARTICLE 5.00 JOB-SPLITTING**

- 5.01 This article applies only when:
- (a) a vacancy occurs in a permanent clerk-cashier, clerk-typist A, clerk I, clerk II or cashier Job; and
  - (b) the Company believes the Job must be staffed for more than seven and one half hours per Day.
- 5.02 The Company may choose to fill a Job with two Permanent Part-time Employees.
- 5.03 Once the Company has decided to use this article to fill a Job, it may end the arrangement only if it provides the people filling the Job with other Jobs:
- (a) providing at least the same number of hours of work per week;
  - (b) providing at least the same hourly rate of pay; and
  - (c) in the same location.
- 5.04 If the Company terminates a Job-splitting arrangement:
- (a) the Job involved will revert to the same hours of work that were in effect prior to the Job being split, and
  - (b) the Job will **be** offered to one of the persons occupying the Job. If both employees wish to assume the Job on a full-time basis, the Company will, in deciding upon the successful candidate, consider the following factors (not in order of priority): related ability, education and Job-related experience, and performance.

## **ARTICLE 6.00 WAGE SCHEDULES, NOTES AND APPENDICES**

- 6.01 The provisions of wage schedules 41 to 58 inclusive, together with the notes applying to these schedules and

appendices A to G, all of which are attached hereto, form part of this agreement.

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

#### **ARTICLE 7.00 RECOGNITION AND APPLICATION**

- 7.01 The Company recognizes the Association as the exclusive bargaining agent for the members of the bargaining unit and recognizes the right of any bargaining unit member to be represented by an Association officer.
- 7.02 This agreement applies to all Company employees who are members of the bargaining unit as established by the Alberta Labour Relations Board certification.
- 7.03 This agreement does not apply to Casual Employees.

#### **ARTICLE 8.00 DISCRIMINATION**

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

#### **ARTICLE 9.00 RIGHTS OF MANAGEMENT**

- 9.01 The Company has sole and exclusive control of all matters concerning the operation, management and administration of its business.
- 9.02 The Company has exclusive rights over all matters not addressed by this agreement and, in general, retains the residual rights of management.
- 9.03 Only specific provisions of this agreement can serve to abridge any of the Company's rights.
- 9.04 Without restricting the generality of this article, the Company may hire, classify or promote any employee. The

Company may also, for just cause, discipline, demote for disciplinary reasons, suspend or discharge any employee.

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

#### **ARTICLE 10.00 CONTINUITY OF SERVICE**

- 10.01 The Association will not directly or indirectly sanction, authorize or allow any stoppage of work or any action that restricts or limits service or production.
- 10.02 The employees will not become **involved** in **any** of the actions prohibited under clause 10.01.
- 10.03 The Company will not cause any lockout of employees.

#### **ARTICLE 11.00 PROBATIONARY PERIOD**

- 11.01 A person hired for a Permanent or Permanent Part-time Job will formally be appointed to that Job only after completing a probationary period.
- 11.02 The probationary period, which will not be more than six months in length, is designed to allow the Company to assess an employee.
- 11.03 During the probationary period, the Company may terminate an employee at its discretion.
- 11.04 The employee's performance will be reviewed and discussed between the **supervisor and** the employee periodically during the probationary period. The final performance review will take place during the last 30 days of the probationary period.
- 11.05 When a person hired for a permanent Job successfully completes the probationary period, the employee shall be formally appointed to the Job. The appointment shall be confirmed in writing to the employee within seven Days of the end of the probationary period.

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11.06 When a Temporary Employee or Part-time Employee is hired for a permanent Job, and has spent time working in Job-related duties, the probationary period will be reduced as follows:

- (a) If the person has been employed by the Company in Job-related duties for more than three months, the probationary period will be reduced by at least three months.
- (b) If the person has been employed by the Company in Job-related duties for less than three months, the probationary period will be reduced by the actual amount of time the employee has spent in Job-related duties.

**ARTICLE 12.00 TEMPORARY ASSIGNMENT TO HIGHER CLASSIFICATION**

12.01 (a) Supervisors may, at their discretion, temporarily assign a Permanent or Probationary Employee to a Job which has a higher maximum rate of pay than the employee's current Job.

(b) Any such assignment shall be in writing.

12.02 When a district supervisor will be absent for more than one Day, and there is no senior serviceman in that location, the district supervisor will either:

(a) appoint a supervisory replacement; or

(b) temporarily assign a serviceman as a senior serviceman.

12.03 (a) When an employee is temporarily assigned to a Job which is covered by this collective agreement, the employee's rate of pay while so assigned shall be calculated, from the first Day, as follows:

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- (1) The rate shall usually be equal to the employee's normal pay plus one increment, as identified for the employee's normal Job.
  - (2) If the rate set out in sub-paragraph 1 is less than the minimum of the salary range for the Job to which the employee is assigned, the employee shall be paid the minimum rate for that Job.
  - (3) If the rate set out in sub-paragraph 1 is higher than the maximum of the salary range for the Job to which the employee is assigned, the employee shall be paid the maximum rate for that Job.
- (b) While acting in a Job to which this clause applies, the employee's salary in the acting Job will be used as the basis for overtime and any other payment which relates to the employee's hourly rate of pay.
- 12.04 (a) **An** employee who is temporarily assigned to a Job which is outside the scope of this collective agreement, will **be** paid, from the first Day, at a rate of five percent higher than the employee's normal pay.
- (b) If an employee's temporary assignment to an out-of-scope Job lasts for more than 60 Days, then the appointing supervisor may, in his or her discretion, award a further increase of up to five percent to be paid starting on the 61st Day of the temporary assignment.
- (c) While acting in a Job to which this clause applies, the salary of the employee's normal Job will be used as the basis for overtime and any other payment which relates to the employee's hourly rate of pay.
- 12.05 **An** employee on temporary assignment will be paid at the job rate of the higher classification for any annual vacation and the first 14 Days of sick leave if:

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

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

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

12.08 An employee who is receiving a ticket bonus will not be paid the ticket bonus where:

- (a) the employee is temporarily assigned to a higher classification for more than one pay period; and
- (b) the ticket for which the bonus was being paid is a requirement for the position to which the employee is temporarily assigned.

#### **ARTICLE 13.00 JOB CLASSES, EVALUATIONS AND ASSESSMENTS**

##### Interpretation

13.01 For the purposes of this article,

- (a) "Evaluation Plan" means a formal system adopted for determining the relative value of a Job or Job Class and setting out specific criteria for making that determination;



- (b) "Assessment" means measuring a specific Job or Job Class within the Company against
- (1) standards in a formal Evaluation Plan, if one exists for the schedule in which the Job is listed; or
  - (2) any other relevant standards, if no Evaluation Plan exists for that Job Class.

#### Evaluation Plans

13.02 The Association acknowledges that the Company has adopted an Evaluation Plan for those Job Classes listed in schedule 50 of this agreement. The Company agrees to notify the Association if an Evaluation Plan is adopted for any other schedule.

#### New Classifications

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

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

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

#### Assessments

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

- (a) an employee may request that his or her **Job** be assessed by sending a written request to the manager of human resources and to the Association, in which case, the Company will begin the Assessment within 30 Days of receiving the request;
- (b) the Association may request that a Job or Job Class be assessed by sending a written request to the manager of human resources, in which case, the Company will begin the Assessment within 30 Days of receiving the request; or
- (c) the Company may, on its own initiative, assess a **Job or** Job Class, in which case, it shall notify the Association in writing within five Days of beginning the Assessment.

13.06 The Company will complete the Assessment as quickly as possible, but no later than 90 Days after the request was received, or the notice was given, as the case may be.

13.07 The Company will give notice of the results of the Assessment to the Association, and to the employee who initiated the Assessment, within five Days of completion of the Assessment.

13.08 If the Association disagrees with the Assessment, it may initiate an appeal using the procedure set out in clause 13.09.

#### **Appeal Procedure**

13.09 The Association shall begin an appeal by giving notice to the Company's manager, human resources within 14 Days of receiving notice of the Company's decision.

13.10 The appeal will be dealt with by a resolution committee.

13.11 The Association will, in its notice of appeal, name a representative to the resolution committee.

- 13.12 Within 14 Days of receiving the Association's notice, the Company will notify the Association of the Company's representative to the resolution committee.
- 13.13 The representatives so appointed shall, within 10 Days, agree upon a chair, who shall be qualified in wage determination and administration. The committee shall notify the parties of the name of the chair.
- 13.14 Each member of the resolution committee shall have one vote.
- 13.15 Within 30 Days of the appointment of the chair, the resolution committee shall consider all relevant matters and issue a written report deciding the issues before it.
- 13.16 The decision of a majority of the committee is the decision of the committee. It is final and binding upon the parties.
- 13.17 Each party will bear the expenses of its respective representative on the resolution committee. The expenses of the chair shall be shared equally by the parties.

#### **Retroactivity**

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

#### **Changes in Job Class**

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

#### **Job Descriptions**

- 13.20 A Job description will be established for each Job. A copy of the Job description will be given to the Association and the employee.

- 13.21 When a Job description is changed, the Company will, within 14 Days of the change, give a copy of the revised Job description to the Association and the affected employee.
- 13.22 During the annual performance review, the Job description will be reviewed by the supervisor and employee meeting together. If there have been significant changes to the Job, the supervisor will notify the Company's manager, human resources within 90 Days. The manager, human resources will confirm those changes to the Job description by notice to the employee, in writing, within 45 Days of receiving notice from the supervisor.

**ARTICLE 14.00 JOB POSTING AND JOB PROGRESSION**

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- 14.01 The Company **is** committed to the development of employees from within the bargaining unit. This commitment is discussed in more detail in Appendix A of this agreement.
- 14.02 The Company will issue a Job Posting whenever there is a vacancy in a permanent Job or a new permanent Job is created which is within the scope of this agreement, subject only to clauses 14.03, 14.04, 14.05 and 14.08.
- 14.03 Progression as set out in Appendix B of this agreement does not constitute a new or vacant Job.
- 14.04 The Company is not obliged to issue a Job Posting before hiring a Part-time Employee or a Temporary Employee.
- 14.05 No posting is required if a **Job** has been assessed or evaluated to a higher class, if the person who held the Job before the Assessment or Evaluation remains in the Job.
- 14.06 Job Postings will be placed on bulletin boards throughout the Company and remain there for 14 Days. A copy of the postings will be sent to the Association.
- 14.07 A Job Posting will contain information as to the minimum education and experience required for the Job. If the Job is

one for which there is a normal progression track, the posting will also list the qualifications required for progression. The posting will provide the name of a person who, on request, will give particulars related to the Job to any bargaining-unit member.

14.08 (a) When

- (1) an employee is selected for a position for which a Job Posting was issued, and
- (2) that employee's successor is selected as a result of a Job Posting,

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

- b) The Company will issue a bulletin-board announcement advising of a Job vacancy under this clause even when it is not required to post the vacancy.

14.09 Any employee may apply for a Job described in a Job Posting. Every applicant will receive a personal reply to an application.

14.10 In selecting a person to fill a vacancy, the Company will give first consideration to applicants from within the bargaining unit. In making its decision, the Company will consider the following criteria (not listed in order of priority): related ability, education and Job-related experience, and performance.

14.11 If two or more candidates equally meet the criteria

- (a) a Permanent Employee from within the bargaining unit will be selected over a Temporary Employee; and

- (b) in deciding among Permanent Employees, the candidate with the greatest length of service with the Company will be selected.
- 14.12** The Company may fill or decline to fill any Job which has been posted. If it decides to fill the Job, it will attempt to make its selection within **30** Days of the close of the posting.
- 14.13** When the Company fills a posted Job, it will, within two Days of the selection (excluding Saturday, Sunday and holidays), send a notice to all applicants by Company mail.
- 14.14**
  - (a) **An** employee who applied for, but was not selected for, a posted Job may ask for reasons for not being selected.
  - (b) The request will be in writing and **will** be sent to the person named as the information contact in the posting within five Working Days of the employee receiving notice of the selection decision.
  - (c) Within five Working Days of receiving the request, the person to whom it was sent will give written reasons for the selection decision.
- 14.15** The Company may, but is not obliged to, consider the applications of employees who have been in their present Jobs and locations for less than two years. The Company is, however, obliged to consider applications of employees who are applying for a Job which has a higher maximum rate of pay than their current **Jobs**.
- 14.16** When an employee is to take up a new **Job** as a result of a Job Posting, the change will take place within four weeks of the employee's selection for the position, unless a later date has been specified on the Job Posting. Should there be good and sufficient reason why the change to the new Job cannot be made within the four-week period, the employee shall be notified in writing as to the reasons for the delay and shall be given a specific date **or** which the change shall be made.

14.17 The following provisions apply when the Company appoints a person to a Job because of lack of qualified persons responding to a Job Posting or when the Company appoints a person to a Job under clause **14.08**:

- (a) The Company may subsequently appoint that employee to another Job, at the same or lower classification, without first issuing a Job Posting. In such a case the provisions of clauses 14.02 to 14.16 are waived for that appointment only.
- (b) The Company will give first consideration to the employee's preferred locations when deciding where to transfer that employee.
- (c) When the Company moves a person as described in paragraph (a) into a Job with a lower salary range, the employee's salary will be maintained at its current level until the salary range for the new Job incorporates the employee's salary.

Table I - Normal Hours of Work - Office Employees

	Non-shift	Shift	Data Entry Positions	Non-Edmonton CSRs, EAs, and Draftsmen
Normal Work Day (paid)	7.5 hours	7.5 Hours	7.5 hours (as per schedule)	8 hours
Work day to be scheduled between the hours of	0700-1700	Shift Schedule to be posted in advance	0700-1900	0700-1700
Lunch period (unpaid) (maximum)	1 hour	1 hour	1 hour	1 hour
Normal Work Week	37.5 hours 5 consecutive days Monday-Saturday inclusive	37.5 hours	37.5 hours averaged over shift cycle	40 hours 5 consecutive days Monday-Saturday inclusive

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

	Non-shift	Shift (except Appendix D, Appendix E and Appendix F)	Appendix D and Appendix F Positions	Appendix E Positions
Normal Work Day (paid)	8 hours	a Hours	8 or 12 hours (as per schedule)	8 or 12 hours (as per schedule)
Work day to be scheduled between the hours of	0700-1700	0000-2400	0000-2400	0000-2400
Lunch period (unpaid) (maximum)	1 hour			
Normal Work Week	40 hours 5 consecutive days Monday-Saturday inclusive (subject to 15.08)	40 hours averaged over shift cycle	40 hours averaged over shift cycle	37 hours averaged over shift cycle

✓ 34  
40 hours



## ARTICLE 15.00 HOURS OF WORK

- 15.01 Subject to the specific exceptions set out in this article:
- (a) the normal hours of work for office employees shall be as set out in Table I, and
  - (b) the normal hours of work for non-office and technical employees shall be as set out in Table II.
- 15.02 The hours of work stated in this article are not a guarantee of any minimum *or* a restriction on any maximum hours to be worked.
- 15.03
- (a) If the employee and supervisor agree, the daily hours of work may be extended to a maximum of 10 hours per Day for a specific assignment.
  - (b) In such an agreement the total hours worked by the employee must average 40 hours per week over a pre-determined period.
  - (c) Where such an agreement exists, overtime is payable only for those hours which an employee works beyond the agreed-upon maximum daily hours of work.
  - (d) **A mutual agreement will be put in writing and sent to the manager, human resources and the Association if:**
    - (1) it is intended to last for more than six months; *or*
    - (2) it has lasted for six months, whether that was the intention or not.
- 15.04
- (a) By mutual agreement between an employee and the employee's supervisor, the hours during which an employee's work Day may be scheduled may be changed. In these cases, there will be no payment

for overtime or shift differential for the agreed-upon hours of work.

- (b) A mutual agreement will be put in writing and sent to the manager, human resources and the Association if:
  - (1) it is intended to last for more than six months; or
  - (2) it has lasted for six months, whether that was the intention or not.

15.05 Employees may exchange shifts, subject to the following rules:

- (a) The exchange must be approved by a supervisor
- (b) The arrangement for the exchange must be documented.
- (c) The exchange must not result in the Company incurring any costs higher than those that would be incurred if the exchange were not allowed.

15.06 **By** mutual agreement with his or her supervisor, an employee may take time off without pay.

#### **Exceptions**

15.07 In order to provide continuity of service to the Company's customers, the Company may change the hours during which an employee's work Day is scheduled by giving the employee **48** hours notice, when construction, maintenance and replacement work on transmission, distribution and production facilities is required on a pre-planned basis. Where this notice is not given, the employee is entitled to be paid at the overtime rate for hours worked outside the employee's normal scheduled hours.

15.08 (a) This clause applies only to plant maintenance men (Job Group codes 566100, 566300, 566500 and

566700), chemical technologists (**Job** Group codes 588101, 588301, 588501 and 588801), electrical/instrumentation technologists (Job Group codes 582101, 582301, 582501, 582801) and apprentices (Job Group codes 541000 to 541009, 541020 to 541029, 541030 to 541039, 541040 to 541049 and 541060 to 541069).

- (b) Because employees in these Jobs provide essential service necessary **to** provide continuous service to customers, the Company may schedule these employees to work any five consecutive Days in a seven-Day period, In these cases, no overtime payment will be made for the first eight hours an employee works on a Saturday or Sunday.
  - (c) This clause applies only when the Company schedules Saturday and/or Sunday work for these employees on a long-term basis. It does not apply to emergency work.
  - (d) The Company will discuss work schedules with affected employees in advance.
  - (e) The list of Jobs in sub-clause (a) of this clause may be amended from time to time, subject to prior discussion with the Association.
- 15.09
- (a) The Company and the Association wish to ensure that employees have enough rest between work periods to allow them to work safely. While this clause sets out specific provisions, they are not intended to remove the responsibility of supervisors and employees to ensure that work can be accomplished safely.
  - (b) If an employee works 16 or more hours in any 24-hour period, the employee shall be allowed eight consecutive hours of rest.
  - (c) An employee who, as a result of a call-out, works at any time between midnight and the time three hours

before the start of his or her next regularly scheduled shift is entitled to have eight consecutive hours of rest beginning at the end of the work for which the employee was called out.

- (d) If an employee's eight hours of rest under paragraph (b) or (c) extends into the last two hours of his or her next regularly scheduled shift, the employee shall not be required to work those hours.
- (e) When an employee is at rest because of this clause, the employee will not suffer any loss of wages.
- (f) When an employee *is* at rest because of this clause, the Company may request the employee to return to work. If it does make such a request, and the employee agrees *to* return, the employee **will** be paid, in addition to normal wages, an amount equal to his or her normal hourly rate for each hour worked during normal scheduled working hours during which the employee was entitled to be at rest.
- (g) Hours of rest provided under this clause exclude travel time between the job site and the specified community, whether the travel is at the end of the work or travel to finish the next regularly scheduled shift.

#### **Non-Office Shift Employees**

- 15.10 Clauses 15.11 to 15.23 inclusive apply only to those non-office employees who work rotating shifts.
- 15.11 In January of each year, the Company will prepare a schedule showing which employees will work which shifts during the year. A copy of that schedule will be given to each affected Employee.
- 15.12 At each generating station, the Company will post the shift schedule covering, at minimum, the next 60 Days.

- 15.13 If the Company wishes to change the shift schedule, it shall post a revised schedule, signed and dated by the affected supervisor, on appropriate bulletin boards.
- 15.14 **An** employee is considered notified of a change in their schedule when given a copy of a new schedule, or when personally advised of the change by a supervisor, either by telephone or in person.
- 15.15 (a) An employee must be given 48 hours notice if the Company reschedules that employee to work a normal work shift.
- (b) If the Company fails to give this notice, the employee will be paid the overtime rate for the first shift worked as a result of the rescheduling.
- (c) In the case of generating stations, this clause shall apply only to employees scheduled to work a spare shift.
- 15.16 If an employee scheduled to work a spare shift is required to work more than eight hours, the employee will be paid at the overtime rate for any hours worked beyond the scheduled eight hours.
- 15.17 (a) Employees who are scheduled to work a day shift on a given Day must be given 10 Days notice if the Company reschedules them to work the night shift of that same Day.
- (b) Employees who are scheduled to work a night shift on a given Day must be given 10 Days notice if the Company reschedules them to work the day shift of that same Day.
- (c) If the Company fails to give the proper notice under this clause, an employee will be paid at the overtime rate for the first two affected shifts.
- (d) This clause does not apply to employees working on a spare shift.

- 15.18 If a shift schedule change affects Days off in the 35-Day period following posting of the new schedule, the employee will be paid the overtime rate for the first five Days worked which, under the previous schedule, would have been Days off. This clause does not apply to operators working spares.
- 15.19 (a) For the purposes of this clause, "master schedule" means the plan governing 12-hour shifts which has been agreed to between the Company and the Association. This plan includes a restriction on the maximum number of 12-hour shifts which an employee may be scheduled to work.
- (b) If, as a result of a schedule change, an employee works more consecutive 12-hour shifts than allowed under the master schedule, the employee will be paid at the overtime rate for each shift in excess of the allowed maximum. This entitlement affects only those shifts added by the schedule change, not the shifts an employee was, prior to change, scheduled to work.
- 15.20 (a) If one or more units at the Company generating station on the Alberta Interconnected System (AIS) is dispatched down on standby for an undetermined length of time, or shut down for maintenance, affected employees may be scheduled to a maintenance work week, provided that they return to their previously scheduled rotating shift schedule as and when required. For the purposes of this clause, a maintenance week involves the working hours applicable to non-office, non-shift employees.
- (b) For a planned unit shutdown, the Company shall give affected employees five Days notice of rescheduling. If notice *is* not given, the first two Days worked on the new schedule will be paid at the overtime rate.
- (c) For an unplanned unit shutdown, the Company shall give the affected employees 24 hours notice of

rescheduling. If notice is not given, the first Day worked on the new schedule will be paid at the overtime rate.

(d) The Company shall give employees 24 hours notice when they are to return to their previous shift schedule. If such notice is not given, the first shift will be paid at the overtime rate.

15.21 An employee who covers a vacant Day or evening shift with less than three hours notice will be paid for the time required to travel between the generating station and the specified community for the station.

15.22 An employee covering a vacant night shift will be paid for the time required to travel between the generating station and the specified community for the station.

15.23 Spare Operators will be paid at the overtime rate for any work performed during their three or four-Day-long change.

**Shift Employees - Daylight Savings Time**

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

(a) When the spring time change occurs, employees will receive 8 hours straight time when they work a full shift which begins between 2300 hours Saturday and 0100 hours Sunday.

(b) When the fall time change occurs, employees will receive 8 hours straight time and one hour overtime when they work a full shift which begins between 2300 hours Saturday and 0100 hours **Sunday**.

**ARTICLE 16.00 OVERTIME**

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16.01 The overtime rate of pay is twice the employee's regular hourly rate of pay, unless otherwise specifically provided.

- 16.02 (a) Employees who are instructed or directed to participate in an activity outside their normal hours of work will **be** paid at the overtime rate for any time which exceeds their normal hours of work.
- (b) Employees who volunteer to participate in an activity outside their normal hours of work shall not receive any compensation for any time which exceeds their normal hours of work.
- (c) The parties accept there may be situations in which work or activities may have mutual benefits to the Company and employees. This may include such things as developmental training, attendance at events in which the Company is participating and work that promotes the image of the Company. In such cases, the Company may invite **employees to** undertake such work or activities. An employee may accept or decline such an invitation. Where employees accept such an invitation, *the* Company will pay employees at their normal rate of pay for any time which exceeds their normal hours of work. This paragraph does not apply to situations in which the Company requires the work *to* be done and should, therefore, pay the overtime rate as set out in paragraph (a).
- 16.03 Wherever possible, employees will be scheduled to travel during their normal working hours when required to travel *for* training, interviews or for functions referred *to* in clauses 16.02(a) or 16.02(c). Where this is not possible, employees will be paid for travel time at a rate equal to their normal hourly rate.

#### **ARTICLE 17.00 CONVERTING MONTHLY SALARY TO HOURLY RATE**

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



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

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

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

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

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

#### ARTICLE 18.00 HOLIDAYS

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

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12  
All 18.02

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

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

18.02 In addition, one Civic Holiday will be recognized and observed but only in a community in which it is officially

declared. This holiday shall apply to all employees regularly based in the community. No employee will forfeit entitlement to a Civic Holiday because of a transfer to another location.

**18.03** Employees will be paid for a holiday only if:

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

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

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

**18.05** The following rules apply when a holiday falls on a Saturday or Sunday, but **do** not apply to shift employees, to plant maintenance men, or to chemical technologists.

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

(d) The Company will post, at least one month prior to a holiday, a notice as to when a holiday is to be observed.

18.06 When a holiday falls on the regular Day off of a shift employee, or an employee who is a plant maintenance man or chemical technologist, that employee shall receive:

(a) eight hours pay at the employee's normal hourly rate in addition to regular pay, or

(b) eight hours off with pay.

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

#### ARTICLE 19.00 ANNUAL VACATION

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

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

<u>54</u> 01 - 03	After one year of Continuous Employment	Three Weeks
08 - 01	After eight years of Continuous Employment	Four Weeks
16 - 05	After 16 years of Continuous Employment	Five Weeks
2 - 06	After 25 years of Continuous Employment	Six Weeks

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

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

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- 19.04 Part-time, Temporary and Casual Employees will be paid vacation pay as prescribed by law.
- 19.05 Vacation pay will be paid on a prorated basis to Permanent Part-time Employees and employees who are involved in Job-splitting or Job-sharing arrangements.
- 19.06 The following rules apply to the scheduling of vacation time:
  - (a) Vacations may be taken at any time during the calendar year by mutual agreement between the employee and the supervisor, provided, however, that the scheduling is arranged to suit the work schedules of the Company.
  - (b) Employees may take up to five Days of their vacation one Day at a time, subject to receiving the prior approval of their immediate supervisor and provided the scheduling does not unduly interfere with efficiency or incur overtime.
  - (c) In the year in which an employee qualifies for an increased vacation entitlement, the additional Days may be taken only after the employee's anniversary date for vacation entitlement. "Anniversary date" is the anniversary of the date an employee is appointed as a Probationary Employee or a Permanent Employee, whichever is earlier.

(d) If a holiday falls within an employee's vacation, the vacation shall be extended by one Day.

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

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

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

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

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

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#### ARTICLE 20.00 CALL OUT

20.01 Employees will be paid at the overtime rate when called **out** to perform work outside their normal working hours.

20.02 (a) An employee who is called out within two hours of the start of the employee's regularly scheduled shift will **be** paid for the time actually worked before the start of that shift. The time required to travel between the job site and the specified community shall be considered time actually worked.

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- (b) An employee who is called out within one hour after the regularly scheduled shift will be paid for the time actually worked, or for one hour, whichever is greater. The time required to travel between the **Job** site and the specified community for that location shall be considered time actually worked.
- (c) An employee who is called out at any other time will be paid for the time actually worked, or for two hours, whichever is greater. The time required to travel between the Job site and the specified community for that location shall be considered time actually worked.

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

**ARTICLE 21.00 SHIFT DIFFERENTIAL**

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

21.02 (a) In addition to any other pay to which they are entitled, employees will receive a shift premium for every hour of a regularly scheduled shift, other than the day shift established for their respective Jobs.

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- (b) The shift premium will be:
  - (1) \$1.27 per hour in 1997, and
  - (2) \$1.30 per hour in 1998.
- (c) Future negotiated wage increases will be applied to the shift differential.

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

- (a) It will be paid only if the employee works a scheduled shift.
- (b) It will be paid for all applicable hours of work, including overtime hours (but is paid at the same rate whether overtime or not).

**ARTICLE 22.00 STANDBY**

22.01 An employee who is requested to standby shall be paid:

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\$19  
that amount.*

- (a) \$19 for each standby period which begins on a regularly scheduled work Day; and
- (b) \$49 for each standby period which begins on a scheduled Day of rest or recognized holiday.

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

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

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

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

22.06 For the purposes of this article:

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

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**ARTICLE 23.00 PAY FOR WORKING ON STEEL RADIO  
TOWERS AND STACKS**

23.01 An employee who climbs a steel radio tower or stack more than 25 meters above ground level will be paid, in addition to any other pay, a premium equal to the employee's normal hourly rate for the actual hours worked, with a minimum payment of two hours premium.

**ARTICLE 24.00 BOARD AND LODGING**

24.01 The Company will provide accommodation for employees working away from their headquarters or, alternatively, will pay for the costs of accommodation on production of receipts.

24.02 (a) When an employee is working away from his or her headquarters, and such work requires an overnight absence, the Company will reimburse the employee for the cost of reasonable meals, unless the meals were provided to them at no charge or as part of a registration fee.

(b) The employee may, at the employee's option, claim:

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

(ii) the following allowances for each meal:

Breakfast	\$ 7.00
Lunch	\$ 9.00
Dinner	\$14.00

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

24.04 An employee who is required by the Company to be away from his or her headquarters overnight will be paid \$4.50 per night for incidental expenses.



- 24.05 This article does not apply to locally hired help who are employed for a specific Job in an area and who will be laid off prior to the crew moving to another location.
- 24.06 (a) When an employee is required to work more than two hours beyond the scheduled quitting time, the Company will provide the employee with a reasonable meal in the third hour and every four hours thereafter, as long as work continues after the meal break.
- (b) When an employee is called out under Article 20.00, the Company shall provide the employee with a reasonable meal in the fifth hour and every four hours thereafter, as long as work continues after the meal break.
- (c) When an employee is called out under Article 20.00 to work more than two hours prior to the beginning of the normally scheduled work Day or shift, the Company shall provide the employee with a meal.
- (d) If the employee takes a meal break on site, the break does not exceed 30 minutes, and the employee continues working after the meal break, the employee will be paid at the overtime rate for the meal break.
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- (e) In lieu of providing the meals set out in this article, the Company may, at its option, pay an employee \$9.00 for each meal to which the employee is entitled.
- (f) The employee and supervisor may agree to a practical application of the arrangements in this article.

#### **ARTICLE 25.00 BEREAVEMENT LEAVE**

- 25.01 An employee, in the event of a death in the immediate family, is entitled to bereavement leave. "Immediate family"

includes parent, sibling, spouse (including common-law), child, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent (including spouse's), grandchild, step-relatives at the same levels and any dependent relative living in the employee's household.

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

#### ARTICLE 26.00 TERMINATION OF SERVICE

- 26.01 A Permanent Employee shall give the Company 14 Days notice of intention to terminate employment.
- 26.02 The Company shall give a Permanent Employee 30 Days notice of its intention to terminate employment.
- 26.03 The Company shall give Temporary Employees and Part-time Employees notice of its intention to terminate employment as required by the Alberta Labour Code.
- 26.04 Subject to an employee's right to submit a grievance, an employee may be discharged for just cause without notice or pay in lieu thereof.

#### ARTICLE 27.00 PARENTAL LEAVE

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- 27.01 Permanent and Permanent Part-time Employees are entitled to parental leave for a maximum of 26 weeks. The leave will be unpaid, except for any period during which the employee qualifies for sickness or disability payments.
- 27.02 An employee wishing to take parental leave may begin the leave upon two weeks' written notice to the supervisor. This requirement is waived in the event a baby is born prematurely, and the employee could not reasonably provide two weeks' notice.

27.03 An employee who wishes to resume employment after parental leave shall give the Company two weeks' written notice. The Company will then:

- (a) reinstate the employee in the position occupied at the time parental leave began, or
- (b) provide the employee with alternative work of a comparable nature, at not less than the same wages and other benefits that had accrued to the employee to the date on which parental leave began.

27.04 Where the pregnancy of an employee interferes with the performance of her duties, the Company may, by notice in writing to her, require her to begin parental leave. This clause may not be used if the employee is absent from work for medical reasons, certified by a physician.

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- (a) When an employee adopts a minor child or files adoption proceedings, the employee shall be entitled to take a leave of absence without pay for a maximum of 26 weeks.
  - (b) The employee will notify the Company of the intention to adopt and to take parental leave under this clause.
  - (c) The employee may begin parental leave at any time within 60 days of obtaining physical custody of the child or of filing the adoption proceedings, after giving the Company as much notice as is possible under the circumstances.

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A male employee who chooses not to take parental leave is entitled to a Day off with pay when his child is born or adopted in the event he is scheduled to work that day.

#### ARTICLE 28.00 GRIEVANCE PROCEDURE

28.01 The grievance procedure described in this article will be used only to resolve disagreements regarding the

interpretation, application, administration or any alleged violation of this agreement.

#### Facilitation

- 28.02 (a) The parties believe that any grievance or prospective grievance should be resolved **as** early as possible and, wherever possible, should be resolved by the employee and the supervisor involved.
- (b) To help try to resolve a disagreement, the parties may, by mutual agreement, agree to ask for the help of a facilitator at any stage of this grievance process. The facilitator and the process to be used (e.g., the problem-solving process) must be agreed to **by** both parties.
- (c) The parties agree not to enforce the time limits under this article while the facilitator is working with the parties. When the attempts are completed, or mutual agreement to continue with the process is withdrawn, the applicable time limits will begin running again.

#### Discussions

- 28.03 Before submitting a grievance, the employee involved in the disagreement shall seek *to settle* the difference in discussion with:
- (a) the selecting supervisor, if the disagreement relates to a **Job** Posting, or
- (b) the most immediate supervisor who is not a member of the bargaining unit, in any other case.
- 28.04 The discussions referred to in clause 28.03 should be held as soon as possible after the act which gave rise to the disagreement, since any grievance must be submitted within certain time limits.

- (a) In the case of a Job Posting, a grievance must be submitted within five Days of the employee receiving reasons for his not being selected.
- (b) In the case of a dismissal, a grievance must be submitted within 10 Days of the dismissal.
- (c) In any other case, a grievance must be submitted within 15 Days of the act giving rise to the grievance.

However, the parties agree that where the supervisor *is* not available or the discussions cannot be held, this requirement will not prevent any employee from submitting a grievance.

28.05 If the discussions do not resolve the matter, the disagreement may proceed to:

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

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

#### Representation

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

#### Calculation of **Time**

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

- (a) Saturdays, Sundays and holidays *will* not be included in calculating time.

- (b) If either party fails to process the grievance within the time limits established, that party will be deemed to have conceded the grievance in favour of the other party.

### **Step 1**

28.09 The employee will put the grievance in writing

28.10 The grievance will include:

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

28.11 (a) Where the grievance results from a Job Posting, the grievance will be sent to the selecting supervisor and the supervisor's manager within five Days of the employee being given reasons for not being selected for the Job.

- (b) In any other case, the grievance will be given to the employee's supervisor's manager within 15 Days of the act causing the grievance, with a copy, for information purposes, to the employee's supervisor.

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

28.13 Within six Days of receiving the grievance, the manager will either uphold or deny the grievance. The manager's

decision shall be in writing and given to the employee and the Association.

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

**Step 2**

- 28.15 Either the Company or the Association may request the formation of a Grievance Committee by written notice to the other party within five Days of the Step 1 decision.
- 28.16 In the case of a grievance resulting from the dismissal of an employee, receipt of the grievance shall constitute a request for formation of a Grievance Committee. In such a case, the grievance shall be in writing and include:
- (a) the nature of the grievance;
  - (b) the date of occurrence;
  - (c) the circumstances out of which the grievance arose;
  - (d) the requested remedy;
  - (e) the clause or clauses of this agreement which, it is claimed, have been violated or infringed upon; and
  - (9) the signature of the *employee(s)* submitting the grievance.
- 28.17 The Company and the Association will each name three members to the Grievance Committee. The party requesting the Grievance Committee will include the names of its nominees in its notice under clause 28.15. The other party will respond with the names of its nominees in writing within five Days of receiving the notice.
- 28.18 The employee initiating the grievance, the employee's supervisor and the supervisor's manager are not eligible to sit on the Grievance Committee. In the case of a grievance resulting from a Job Posting, the selecting supervisor and

the supervisor's manager are also ineligible to sit as members of the Grievance Committee.

- 28.19 The Grievance Committee shall appoint one of its members to be its chair and the person so appointed will retain the right to vote.
- 28.20 The written grievance will be presented to the Grievance Committee within five Days of the Grievance Committee being appointed. In the case of a grievance resulting from an employee's dismissal, the grievance will be presented within 10 Days of the grievance being filed.
- 28.21 Within 10 Days of receiving the grievance, the Grievance Committee will issue a written report,
- (a) upholding the grievance,
  - (b) denying it, or
  - (c) reporting that it is unable to reach a majority decision.

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

- 28.22 A majority decision of the Grievance Committee is binding upon both parties.
- 28.23 If the Grievance Committee reports it is unable to reach a majority decision, the grievance may proceed to Step 3.

### **Step 3**

- 28.24 The Association or the Company shall submit the grievance to the Company's President.
- 28.25 The grievance shall be submitted, in writing, within six Days of the Grievance Committee's report.



- 28.26 Within six Days of receiving the grievance, the President or designate will uphold or deny the grievance and notify the Association, in writing, of the decision.
- 28.27 If the grievance is not resolved satisfactorily, either party may submit the grievance to arbitration.

#### **Grievance Arbitration**

- 28.28 The Association or the Company shall notify the other party of its desire to proceed to arbitration within **six** Days of the Step 3 decision. In the notice, the party requesting arbitration shall include the name of its nominee to the arbitration board.
- 28.29 Within seven Days of receiving this notice, the party receiving the notice shall name its nominee to the arbitration board and notify the other party.
- 28.30 Within seven Days of the appointment of the second nominee, the two nominees will select a chairman of the arbitration board. If such agreement cannot be reached in that time, the nominees will request the Minister of Labour for Alberta to appoint a chairman.
- 28.31 The arbitration board will meet within 21 Days of the chairman's appointment **and** hear such evidence as the parties may wish to present to assure a full and fair hearing.
- 28.32 The board will make every reasonable effort to render its decision, in writing, within 30 calendar Days of its hearing.
- 28.33 The decision of a majority of the board is the decision of the board. It is final and binding on the parties.
- 28.34 The board's decision shall not alter, amend, add to or change the terms of this agreement. It has no jurisdiction to determine any matter other than the grievance before it.
- 28.35 The board's jurisdiction is limited to the remedy requested by the grieving party.

- 28.36 If an arbitration board determines that an employee has been discharged or otherwise disciplined for cause, the board may substitute some other penalty for the discharge or discipline that to the board seems just and reasonable in all the circumstances.
- 28.37 The parties will **pay** the expenses of their respective nominee. The expenses of the chairman shall be shared equally by the parties.

#### **ARTICLE 29.00 POLICY GRIEVANCES**

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

**ARTICLE 30.00 EXCLUDED PERSONNEL**

- 30.01 This article applies only to the Battle River, H.R. Milner and Sheerness generating stations.
- 30.02 If it is alleged that an employee not covered by this agreement performed work normally performed by members of the bargaining unit, an employee or the Association will give written details of the occurrence, within 15 Days, to the Company's manager, human resources, vice-president, generation, and the appropriate station manager. An employee who gives a notice, shall also send a copy of the notice to the Association.
- 30.03 The appropriate station manager will report all details of the occurrence to the vice-president, generation, manager, human resources and the Association president within 15 Days of receiving the notice.

**ARTICLE 31.00 ASSOCIATION DUES**

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

**ARTICLE 32.00 NOTICES**

- 32.01 Except where otherwise provided in this agreement, any notice required to be given by this agreement will be in writing. Notices to the Association will be sent to the

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

- 32.02 A notice shall be deemed to be given on the Day it is delivered or, if sent by mail, five clear Days after mailing, excluding Saturdays, Sundays and holidays.
- 32.03 In the event of anticipated or existing postal disruption, all notices shall be delivered by hand and not mailed.

**ARTICLE 33.00EMPLOYEE RELATIONS COUNCIL**

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- 33.01 The parties agree to establish a standing Employee Relations Council.
- 33.02 The Council will consider matters relating to technological change, employee relations and contract issues and make recommendations to the parties as appropriate.
- 33.03 The Council will consist of an equal number of representatives from the Company and the Association.
- 33.04 Each of the parties will name its own representatives to the Council and may change its representatives at any time. The parties will use their **best** efforts to ensure that their representatives are also members of their respective bargaining committees.
- 33.05 The Company and the Association will each nominate one of their representatives to be a co-chair of the Council.
- 33.06 The Council will meet at the call of the co-chair and may establish its own procedures and practices.

**ARTICLE 34.00LAYOFFS**

- 34.01 (a) Before laying off a Permanent Employee, the Company, in consultation with the Association, shall

attempt to place the employee in another Job within the Company.

- (b) If the layoff of a Permanent Employee is required, the Company will notify the Association and arrange for a meeting to discuss the procedure to be used. The Company representatives at the meeting will include the President, the Vice President, Corporate Services and the Vice President of the department in which the layoff is to occur.

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34.02 In the event of layoffs, the Company will, in deciding which employees are to be laid off, consider the following factors (not listed in order of priority): related ability, education and Job-related experience, performance, and length-of service with the Company.

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

- (a) Employees will be rehired on a last out-first in basis.
- (b) To be eligible for rehire, an employee affected by layoff will notify the Company of any change of address.
- (c) The Company will send a registered letter to an eligible laid off employee advising of eligibility to be rehired.
- (d) The former employee must acknowledge receipt of the Company's letter within 14 Days of the date of mailing.
- (e) The former employee must be prepared to report to work with the Company within 30 Days of the date on which the Company mailed the letter.

## ARTICLE 35.00 REDUCTION OF STAFF

- 35.01 When the Company proposes to terminate (other than for cause) three or more employees as a result of a decision to reduce the number of Permanent Employees:
- (a) The Company will notify the Association of its intent at least 30 days prior to the date on which the intention will be announced to employees.
  - (b) The parties will meet as soon as possible after the notice is given and as often as required thereafter to discuss the Company's decision. In these meetings, the parties will discuss the reasons for and impacts of the termination and specifically (without restricting the generality of the foregoing):
    - (1) the proposed implementation dates of the terminations;
    - (2) the anticipated number, type and location of employees who will be affected;
    - (3) anticipated changes to the terms and working conditions of employees affected by the terminations; and
    - (4) the means by which the terminations and related changes will be communicated to employees.
  - (c) Prior to terminating an employee, the Company will, wherever possible:
    - (1) provide an employee with training or retraining opportunities to provide the employee with skills required for a Job which is, or might become, available; and
    - (2) provide an employee with an opportunity to relocate and be placed in a Job which is available and for which the employee has,

or can reasonably acquire, the skills  
required for the **Job**.

#### **ARTICLE 36.00 CONTRACT ARBITRATION**

- 36.01 An arbitration board will **be** convened immediately to settle and determine those *matters not* resolved by the parties in direct negotiation and identified as such in the contract concluded under clause 1.04.
- 36.02 Each party will nominate one person to be a member of the arbitration board. Each party will deliver the name of its nominee to the other party within seven (7) Days of November 1, 1998.
- 36.03 Within seven (7) Days of their nomination, the two members nominated by the parties will select a third person to be chair of the arbitration board. If the nominees do not agree on a chair, the Minister of Labour for Alberta will appoint a chair at the request of either nominee.
- 36.04 The arbitration board will meet and hear such evidence as the parties may wish to present to assure a full and fair hearing.
- 36.05 The arbitration board shall issue its award in writing. The decision is final and binding upon the parties and upon any employee affected by it. The decision of a majority of the arbitration board is the award of the board.
- 36.06 In its award, the arbitration board:
- (a) shall resolve **the** unresolved issues **and** requests by either incorporating them, with or without amendment, or refusing to incorporate them; and
  - (b) shall not make any change retroactive unless one of the parties listed the request or issue as one for which they desire a retroactive effect.

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

#### **ARTICLE 37.00 SELF-FINANCED LEAVE**

- 37.01 (a) An employee may contribute funds to a self-financed leave account.
- (b) In any calendar year, an employee may accumulate funds to a maximum equivalent to 40 hours.
- (c) If, in a year, an employee accumulates the maximum amount under paragraph (b) and uses all of that amount, the employee may, in that same year, accumulate a further amount to a maximum **equivalent to** regular pay for 40 hours.
- (d) At the end of each year, each employee will be paid any amount which remains accumulated in the employee's self-financed leave account.
- 37.02 (a) Employees may take time off and be paid out of their self-financed leave account by mutual agreement with their supervisors. An employee shall make a request at least six Working Days prior to the first Day off requested. The supervisor shall approve or reject the request as soon as possible, but at least three Working Days prior to the first Day the employee wishes to take off.
- (b) Approval of an employee's request for time off under this article will not be unreasonably withheld. However, this article does not guarantee that such a request will be granted.
- (c) An employee may, at any time, withdraw all or a portion of the amount in the employee's self-financed leave account.



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## **ARTICLE 38.00 DISCIPLINE**

- 38.01 The parties agree that an employee should not be subject to serious disciplinary action, such as suspension without pay or termination, until a thorough investigation of the alleged incident has been held and the employee's responsibility is established.
- 38.02 The investigation will gather and document relevant facts about the incident, and will provide an opportunity for the employee involved to explain his or her actions.
- 38.03 The employee involved **will** be informed that an investigation is being undertaken, unless the Company reasonably believes that informing the employee would negatively affect the investigation.
- 38.04 **At** the conclusion of the investigation, the Company will inform the employee and the Association of the results of the investigation and the action the Company is taking.
- 38.05 **An** employee may be accompanied and/or represented by an Association representative at any stage of this process.
- 38.06 Discipline imposed under this article may be the subject of a grievance under the grievance procedure established in this agreement.

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

ALBERTA POWER LIMITED

ALBERTA POWER  
EMPLOYEES' ASSOCIATION



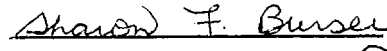
PRESIDENT



PRESIDENT



ASSISTANT SECRETARY



BARGAINING COMMITTEE  
MEMBER

ALBERTA POWER LIMITED  
 SCHEDULE 41  
 Systems Support Office Jobs  
 Minimum Monthly (Hourly) Wage Ranges

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<u>Job Group Code</u>	<u>Job Title</u>	<u>Wage Range Effective Jan. 1, 1997</u>	<u>Increment</u>
410100	Real Time Systems Designer	\$3230 - 3880 (\$19.82 - 23.80)	*\$130 (\$ .80)
411100	Network Administrator	3518 - 4198 (21.58 - 25.75)	*136 (.83)
412100	CAD/CAM Specialist	3853 - 4528 (23.64 - 27.78)	*135 (.83)

**ALBERTA POWER LIMITED**  
**SCHEDULE 42**  
**Purchasing Office Jobs**  
**Minimum Monthly (Hourly) Wage Ranges**

<u>Job Group Code</u>	<u>Job Title</u>	Wage Range Effective <u>Jan. 1, 1997</u>	<u>Increment</u>
420100	Purchasing Assistant	\$2748 - 3316 (\$16.86- 20.34)	\$142 (\$.87)
420300	Purchasing Coordinator	3383 - 4238 (20.75 26.00)	171 (1.05)

**ALBERTA POWER LIMITED  
SCHEDULE 45  
Systems Support Non-Office Jobs  
Minimum Monthly (Hourly) Wage Ranges**

Job Group Code	Job Title	Wage Range Effective <u>Jan. 1, 1997</u>	Increment
<b>450100</b>	Real Time Systems Analyst I	<b>\$3663 - 4198</b> <b>(\$21.05 - 24.13)</b>	<b>*\$107</b> <b>(\$ .61)</b>
<b>450300</b>	Real Time Systems Analyst II	<b>3877 - 4837</b> <b>(22.28 - 27.80)</b>	<b>*160</b> <b>(.92)</b>

**ALBERTA POWER LIMITED**  
**SCHEDULE 46**  
**Systems Support Non-Office Jobs**  
**Minimum Monthly (Hourly) Wage Ranges**

<u>Job Group Code</u>	<u>Job Title</u>	<u>Wage Range Effective Jan. 1, 1997</u>	<u>Increment</u>
460100	System Control Centre Assistant Operator	<del>\$4192 - 4548</del> ( <del>\$24.09 - 26.14</del> )	*\$178 ( <del>\$1.02</del> )
460300	System Control Centre Operator I	<del>4370 - 4726</del> ( <del>25.11 - 27.16</del> )	178 (1.02)
460500	System Control Centre Operator II	<del>4594 - 4950</del> ( <del>26.40 - 28.45</del> )	178 (1.02)
460700	System Control Centre Senior Operator	<del>4887 - 5155</del> ( <del>28.09 - 29.63</del> )	134 (.77)

**ALBERTA POWER LIMITED**  
**SCHEDULE 50**  
**General Office Jobs**  
**Minimum Monthly (Hourly) Wage Ranges**

Job Group Code	Job Title	Wage Range Effective Jan. 1, 1997	Increment
500000	Clerk I	\$1546 - 2102	\$139
500001	Clerk Typist A	<del>(\$9.48 12.90)</del>	(\$.85)
500002	Receptionist		
500100	Clerk II	1788 - 2372	146
500102	Cashier	<del>(10.97 14.55)</del>	(.90)
500200	Clerk III		
500201	Clerk Cashier	2383 - 2827	148
500202	Clerk Typist B	<del>(14.62 17.34)</del>	(.91)
500203	Stenographer		
500300	Clerk IV	2548 - 3140	148
500301	Senior Stenographer	<del>(15.63 19.26)</del>	(.91)
500400	Clerk V	2843 - 3435	148
500401	Secretary	<del>(17.44 21.07)</del>	(.91)
500500	Clerk VI	3122 - 3738	154
		<del>(19.15 22.93)</del>	(.94)
500600	Clerk VII	3317 - 3981	166
		<del>(20.35 24.42)</del>	(1.02)
500700	Clerk VIII	3531 - 4263	183
		<del>(21.66 26.15)</del>	(1.12)

**ALBERTA POWER LIMITED**  
**SCHEDULE 51A**  
**Draftsman and Engineering Assistant Office Jobs - Edmonton**  
**Minimum Monthly (Hourly) Wage Ranges**

Job Group <u>Code</u>	<u>Job Title</u>	Wage Range Effective <u>Jan. 1, 1997</u>	<u>Increment</u>
510000	Draftsman Trainee	\$2255 - 2576 (\$13.83 - 15.80)	\$107 (\$.66)
510100	Draftsman I	2401 - 3071	*134
511100	Engineering Assistant I	(14.73 - 18.84)	(.82)
510500	Draftsman II	3211 - 3795	*146
511300	<b>Engineering Assistant II</b>	(19.70- 23.28)	(.90)
510900	Draftsman III	3639 - 4327	172
511500	Engineering Assistant III	(22.33 26.55)	(1.06)



**ALBERTA POWER LIMITED**  
**SCHEDULE 51B**  
**Draftsman and Engineering Assistant Office Jobs**  
**Non-Edmonton**  
**Minimum Monthly (Hourly) Wage Ranges**

<u>Job Group Code</u>	<u>Job Title</u>	Wage Range <b>Effective</b> <b><u>Jan. 1, 1997</u></b>	<u>Increment</u>
510010	Draftsman Trainee	\$2405 - 2750 (\$13.83 - 15.80)	\$115 (\$ .66)
510110	Draftsman I	2563 - 3278	*143
511110	Engineering Assistant I	(14.73 - 18.84)	(.82)
510510	Draftsman II	3426 - 4054	*157
511310	Engineering Assistant II	(19.70 - 23.28)	(.90)
510910	Draftsman III	3885 - 4621	184
511510	Engineering Assistant III	(22.33 - 26.55)	(1.06)

**ALBERTA POWER LIMITED  
SCHEDULE 53  
Customer Service Representative & Land Agent  
Non-Office Jobs  
Minimum Monthly (Hourly) Wage Ranges**

<u>Job Group Code</u>	<u>Job Title</u>	Wage Range Effective <u>Jan. 1, 1997</u>	<u>Increment</u>
530100	Customer Services Representative I	\$2751 - 3258 <b>(\$15.81 - 18.72)</b>	*\$169 <b>(\$ .97)</b>
530300	Customer Services Representative II	3369 - 4214 (19.36 - 24.22)	<b>"169</b> <b>(.97)</b>
535100	Land Agent	<b>\$3517 - 4197</b> (20.21 - <b>24.12</b> )	<b>*\$170</b> <b>(\$ .98)</b>
535300	Senior Land Agent	<b>4065 - 4629</b> (23.36 - <b>26.60</b> )	188 <b>(1.08)</b>

- (I) Customer Service Representatives in **job** group codes 530100 **and** 530300 who have a valid Government of Alberta Land Agent License will receive a monthly bonus of \$50.00.

**ALBERTA POWER LIMITED  
SCHEDULE 54  
APPRENTICESHIP JOBS  
MINIMUM MONTHLY (HOURLY) WAGE RANGES**

Job Group Codes	Apprentice Journeyman Ticket Title	Training Term/Wage Range Effective January 1, 1997								
		1-1	1-2	2-1	2-2	3-1	3-2	4-1	4-2	Journeyman
541000 - 541009	Electrician	2604 (14.97)	2821 (16.21)	3038 (17.46)	3255 (18.71)	3472 (19.95)	3689 (21.20)	3906 (22.45)	4123 (23.70)	4340 (24.94)
542000 - 542009	Motor Mechanic/ Heavy Duty Mechanic	2429 (13.96)	2627 (15.10)	2825 (16.24)	3023 (17.37)	3221 (18.51)	3419 (19.65)	3617 (20.79)	3815 (21.93)	3815 (21.93)
541020 - 541029	Instrument Mechanic	2604 (14.97)	2821 (16.21)	3038 (17.46)	3255 (18.71)	3472 (19.95)	3689 (21.20)	3906 (22.45)	4123 (23.70)	4340 (24.94)
541030 - 541039	Machinist	2604 (14.97)	2821 (16.21)	3038 (17.46)	3255 (18.71)	3472 (19.95)	3689 (21.20)	3906 (22.45)	4123 (23.70)	4340 (24.94)
541040 - 541049	Millwright	2604 (14.97)	2821 (16.21)	3038 (17.46)	3255 (18.71)	3472 (19.95)	3689 (21.20)	3906 (22.45)	4123 (23.70)	4340 (24.94)
542100 - 542109	Power System Electrician	(14.09)	(15.30)	2873 (16.51)	3084 (17.72)	3295 (18.94)	3506 (20.15)	3717 (21.36)	3928 (22.57)	4139 (23.79)
543000 - 543009	Power Lineman	(14.09)	(15.30)	2873 (16.51)	3084 (17.72)	3295 (18.94)	3506 (20.15)	3717 (21.36)	3928 (22.57)	4139 (23.79)
541060 - 541069	Welder **	2821 (16.21)	3038 (17.46)	3255 (18.71)	3689 (21.20)	3906 (22.45)	4123 (23.70)			4340 (24.94)

(\*\* 3 year Apprenticeship Program)

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**ALBERTA POWER LIMITED**  
**SCHEDULE 54 (Continued)**  
**Apprenticeship Jobs**  
**Minimum Monthly (Hourly) Wage Ranges**

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

**ALBERTA POWER LIMITED  
SCHEDULE 55  
Line and Service Non-Office Jobs  
Minimum Monthly (Hourly) Wage Ranges**

<b>Job Group Code</b>	<b>Job Title</b>	<b>Wage Range Effective Jan. 1, 1997</b>	<b>Increment</b>
553100	District Construction Inspector	\$3591 - 4126 (\$20.64 - 23.71)	*\$214 (\$1.23)
553101	District Construction inspector (Max. Range)	4126 - 4607 (23.71 - 26.48)	214 (1.23)
556100	Power Lineman Journeyman	4139 - 4350 (23.79 - 25.00)	*211 (1.21)
556101	Power Lineman Journeyman (Max. Range)	4607 (26.48)	*257 (1.48)
557100	Serviceman	4139 - 4350 (23.79 - 25.00)	*211 (1.21)
557101	Serviceman (Flat Rate)	4607 (26.48)	*257 (1.48)
558100	Lead Lineman	4270 - 4912 (24.54 - 28.23)	214 (1.23)
559200	Senior Serviceman	4394 - 5027 (25.25 - 28.89)	211 (1.21)

**ALBERTA POWER LIMITED**  
**SCHEDULE 56**  
**Steam Plant Non-Office Jobs**  
**Minimum Monthly (Hourly) Wage Ranges**

<b>Job Group Code</b>	<b>Job Title</b>	<b>Wage Range Effective Jan. 1, 1997</b>	<b>Increment</b>
560100	Assistant Steam Plant Operator	\$1984 - 2948 (\$11.40 - 16.94)	*\$241 (\$1.39)
560300	Steam Plant Operator I	2466 - 3430 (14.17 - 19.71)	*241 (1.39)
560500	Steam Plant Operator II	3430 - 4153 (19.71 - 23.87)	*241 (1.39)
560501	Steam Plant Operator II (Flat Rate)	4294 (24.68)	
560600	<b>Steam</b> Plant Operator III	4611 (26.5)	
560700	Steam Plant Operator IV	4913 (28.24)	
<hr/>			
561100	Steam Plant Janitor	1709 - 2513 (9.82 - 14.44)	*134 (.77)
562100	Steam Plant Helper	1942 - 2999 (11.16 - 17.24)	*151 (.87)
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563100	Plant Utility Man I	1942 - 3152 (11.16 - 18.11)	*242 (1.39)
563300	Plant Utility Man II	3152 - 3878 (18.11 - 22.29)	*242 (1.39)
563500	Lead <i>Utility</i> Man	4005 (23.02)	

**ALBERTA POWER LIMITED  
SCHEDULE 56 (Continued)  
Steam Plant Non-Office Jobs  
Minimum Monthly (Hourly) Wage Ranges**

<b>Job Group Code</b>	<b>Job Title</b>	<b>Wage Range Effective</b>	
		<b>Jan. 1, 1997</b>	<b>Increment</b>
566050	Plant Maintenance Worker	\$1902 - 3112 (\$10.93 - 17.89)	*\$242 (\$1.39)
566100	Plant Maintenance Man I	1902 - 3112 (10.93 - 17.89)	*242 (1.39)
566300	Plant Maintenance Man II	3121 - 3847 (17.94 - 22.11)	*242 (1.39)
566500	Plant Maintenance Man III	3856 - 4340 (22.16 - 24.94)	*242 (1.39)
566501	Plant Maintenance Man III (Flat Rate)	4611 (26.50)	
566700	Lead Maintenance Man (Includes: Electrical, Instrumentation, Civil, Mechanical)	4815 (27.68)	

**ALBERTA POWER LIMITED**  
**SCHEDULE 56 (Continued)**  
**Steam Plant Non-Office Jobs**  
**Minimum Monthly (Hourly) Wage Ranges**

- (1) During the probationary period, Steam Plant Operator III's and Steam Plant Operator IV's will be paid **\$25** per month less than the amount shown in the schedule.
- (2) **All** Steam Plant Operators shall obtain their Alberta Third Class Certificate within three years of starting duties in an operating **Job**.
- (3) Qualified journeymen in job group code **566500** (Plant Maintenance Man III) shall be paid no less than the semi-annual ceiling. During the probationary period, new employees in *this* category will be paid one increment less than the semi-annual ceiling.
- (4) Employees in job group codes **560300** and **560500** (Steam Plant Operator I and II) shall receive the **final** partial increment outstanding in their semi-annual range upon completion of full time and qualification in their job group code.
- (5) Employees in the following jobs must have completed **12** months at the top of the increment range before being changed to maximum rate:
  - (a) Plant Maintenance Man III (**job** group code 566500)
  - (b) Steam Plant Operator II (job group code 560500)



**ALBERTA POWER LIMITED**  
**SCHEDULE 57**  
**General Non-Office Jobs**  
**Minimum Monthly (Hourly) Wage Ranges**

Job Group Code	Job Title	Wage Range Effective <u>Jan. 1, 1997</u>	<u>Increment</u>
570000	Labourer/Groundman	Shall be paid the going hourly rate	
570100	Warehouseman	\$2173 - 2985 (\$12.49 - 17.16)	*\$116 (\$.67)
570300	Senior Warehouseman	2870 - 3334 (16.49 - 19.16)	*116 (.67)
570500	<b>Stockkeeper</b>	2972 - 3692 (17.08 - 21.22)	144 (.83)
572100	Meter Reader	2111 - 3098 (12.13 - 17.80)	*141 (.81)
573000	Equipment Operator Entry Level	2253 - 3117 (12.95 - 17.91)	*144 (.83)
573100	Equipment Operator	3127 - 3776 (17.97 - 21.70)	*144 (.83)
573200	Special Equipment Operator	3520 - 3952 (20.23 - 22.71)	144 (.83)
576300	Consumer Accounts Representative	2907 - 3483 (16.71 - 20.02)	144 (.83)
577100	Customer Assistant Facility Operators	2607 - 3211 (16.19 - 19.94)	151 (.94)

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

**ALBERTA POWER LIMITED**  
**SCHEDULE 58**  
**Technical Jobs**  
Minimum Monthly (Hourly) Wage Ranges

<u>Job Group Code</u>	<u>Job Title</u>	Wage Range Effective <u>Jan. 1, 1997</u>	<u>Increment</u>
580100	Staker Assistant	\$2095 - 2660 (\$12.04 - 15.29)	*\$113 (\$.65)
580300	Staker	2262 - 3932 (13.00 - 22.60)	*195 (1.12)
580700	Headstaker	3350 - 3935 (19.25 - 22.61)	*195 (1.12)
580701	Headstaker (Max. Range)	3935 - 4520 (22.61 - 25.98)	195 (1.12)
581101	Meter Technologist, Entry	2428 - 3523 (13.95 - 20.25)	*219 (1.26)
581301	Meter Technologist, Qualified	3307 - 4621 (19.01 - 26.56)	*219 (1.26)
581501	Meter Technologist, Senior Qualified	4332 - 4926 (24.90 - 28.31)	198 (1.14)
581801	Meter Technologist, Team Leader	4434 - 5028 (25.48 - 28.90)	198 (1.14)
581102	Communication Technologist, Entry	2428 - 3523 (13.95 - 20.25)	*219 (1.26)
581302	Communication Technologist, Qualified	3307 - 4621 (19.01 - 26.56)	*219 (1.26)
581502	Communication Technologist, Senior Qualified	4332 - 4926 (24.90 - 28.31)	198 (1.14)
581802	Communication Technologist, Team Leader	4434 - 5028 (25.48 - 28.90)	198 (1.14)
582101	Electrical/Instrumentation Technologist, Entry	2895 - 3807 (16.64 - 21.88)	*228 (1.31)
582301	Electrical/Instrumentation Technologist, Qualified	3570 - 4710 (20.52 - 27.07)	*228 (1.31)
582501	Electrical/Instrumentation Technologist, Senior Qualified	4420 - 5014 (25.40 - 28.82)	198 (1.14)
582801	Electrical/Instrumentation Technologist, Team Leader	4522 - 5116 (25.99 - 29.40)	198 (1.14)

ALBERTA POWER LIMITED  
SCHEDULE 58 (Continued)  
Technical Jobs  
Minimum Monthly (Hourly) Wage Ranges

Job Group <u>Code</u>	<u>Job Title</u>	Wage Range	
		Effective <u>Jan. 1, 1997</u>	<u>Increment</u>
583100	Electrical Repairman	\$2000 - 3170	*\$195
	Assistant	(\$11.49 - 18.22)	(1.12)
583300	Electrical Repairman	2974 - 3754	*195
		(17.09 - 21.57)	(1.12)
583301	Electrical Repairman	3754 - 3949	195
	(Max. Range)	(21.57 - 22.70)	(1.12)
584100	Power Systems	4139 - 4350	*211
	Electrician	(23.79 - 25.00)	(1.21)
584101	Power Systems	4607	257
	Electrician (Max. Range)	(26.48)	(1.48)
585100	Electrical Technologist, Entry	2429 - 3569 (13.96 - 20.51)	*228 (1.31)
585300	Electrical Technologist, Qualified	3343 - 4711 (19.21 - 27.07)	*228 (1.31)
585500	Electrical Technologist, Senior Qualified	4420 - 5014 (25.40 - 28.82)	198 (1.14)
585800	Electrical Technologist, Team Leader	4522 - 5116 (25.99 - 29.40)	198 (1.14)
585101	Technical Resources	2429 - 3569	"228
	Technologist, Entry	(13.96 - 20.51)	(1.31)
585301	Technical Resources	3343 - 4711	*228
	Technologist, Qualified	(19.21 - 27.07)	(1.31)
585501	Technical Resources	4420 - 5014	198
	Technologist, Senior Qualified	(25.40 - 28.82)	(1.14)
585801	Technical Resources	4522 - 5116	198
	Technologist, Team Leader	(25.99 - 29.40)	(1.14)

**ALBERTA POWER LIMITED**  
**SCHEDULE 58 (Continued)**  
**Technical Jobs**  
**Minimum Monthly (Hourly) Wage Ranges**

Job Group Code	Job Title	Wage Range Effective <u>Jan. 1, 1997</u>	Increment
585102	Mechanical Technologist, Entry	\$2429 - 3569 ( <del>13.96</del> - 20.51)	*\$228 (\$1.31)
585302	Mechanical Technologist, Qualified	3343 - 4711 (19.21- 27.07)	*228 (1.31)
585502	Mechanical Technologist, Senior Qualified	4420 - 5014 (25.40 28.82)	198 (1.14)
585802	Mechanical Technologist, Team Leader	4522 - 5116 (25.99 29.40)	198 (1.14)
586100	Diesel/Turbine Operator Junior	2041 - 3229 (11.73 18.56)	*198 (1.14)
586300	Diesel/Turbine Plant Operator I	3036 - 3828 (17.45- 22.00)	*198 (1.14)
586301	Diesel/Turbine Plant Operator I (Max. Range)	3828 - 4026 (22.00- 23.14)	198 (1.14)
586700	Diesel/Turbine Plant Operator II	3237 - 3831 (18.60 - 22.02)	*198 (1.14)
586701	Diesel/Turbine Plant Operator II (Max. Range)	3831 - 4425 (22.02 25.43)	198 (1.14)
587800	Equipment Mechanic Journeyman	3815 - 4013 (21.93- 23.06)	198 (1.14)
587900	Lead Equipment Mechanic	3815 - 4409 (21.93 - 25.34)	198 (1.14)
588101	Chemical Technologist, Entry	2426 - 3521 (13.94- 20.24)	*219 (1.26)
588301	Chemical Technologist, Qualified	3171 - 3879 (18.22 22.29)	*236 (1.36)
588302	Chemical Technologist, Qualified (Flat Rate)	4134 (23.76)	
588501	Chemical Technologist, Senior Qualified	3810 - 4404 (21.90- 25.31)	198 (1.14)
588801	Chemical Technologist, Team Leader	3912 - 4506 (22.48 25.90)	198 (1.14)

**ALBERTA POWER LIMITED**  
**SCHEDULE 58**  
**Technical**  
**Minimum Monthly (Hourly) Wage Ranges**

- (1) Qualified journeymen in job group code 587800 (Equipment Mechanic Journeyman) shall be paid no less than the apprentice ceiling. New employees in this category shall be paid one increment less than the apprentice ceiling for the Probationary Period.
  
- (2) Employees in the following jobs must have completed 12 months at the top of the increment range before being changed to maximum rate:
  - (a) Chemical Technologist Qualified (job group code 588301)

**ALBERTA POWER LIMITED**  
**SCHEDULE 41**  
**Systems Support Office Jobs**  
**Minimum Monthly (Hourly) Wage Ranges**

<u>Job Group Code</u>	<u>Job Title</u>	Wage Range Effective <u>Jan. 1, 1998</u>	<u>Increment</u>
410100	Real Time Systems Designer	\$3312 - 3977 ( <del>\$20.32</del> 24.40)	*\$133 (\$.82)
411100	Network Administrator	3607 - 4302 ( <del>22.13</del> 26.39)	*139 (.85)
412100	<b>CAD/CAM</b> Specialist	3950 - 4640 ( <del>24.23</del> 28.47)	*138 (.85)

**ALBERTA POWER LIMITED  
SCHEDULE 42  
Purchasing Office Jobs  
Minimum Monthly (Hourly) Wage Ranges**

<u>Job Group Code</u>	<u>Job Title</u>	Wage Range Effective <u>Jan. 1, 1998</u>	<u>Increment</u>
420100	Purchasing Assistant	\$2816 - 3400 (\$17.28 - 20.86)	\$146 (\$1.90)
420300	Purchasing Coordinator	3469 - 4344 (21.28 - 26.65)	175 (1.07)

**ALBERTA POWER LIMITED**  
**SCHEDULE 45**  
**Systems Support Non-Office Jobs**  
**Minimum Monthly (Hourly) Wage Ranges**

<b>Job Group Code</b>	<b>Job Title</b>	<b>Wage Range Effective Jan. 1, 1998</b>	<b>Increment</b>
450100	Real Time Systems Analyst I	\$3754 - 4304 (\$21.57 - 24.74)	*\$110 (\$ .63)
450300	Real Time Systems Analyst II	3974 - 4958 (22.84 - 28.49)	*164 (.94)



**ALBERTA POWER LIMITED**  
**SCHEDULE 46**  
**Systems Support Non-Office Jobs**  
**Minimum Monthly (Hourly) Wage Ranges**

<b>Job Group Code</b>	<b>Job Title</b>	<b>Wage Range Effective Jan. 1, 1998</b>	<b>Increment</b>
<b>460100</b>	System Control Centre Assistant Operator	<b>\$4298 - 4662</b> (\$24.70 - 26.79)	<b>*\$182</b> (\$1.05)
<b>460300</b>	System Control Centre Operator I	<b>4480 - 4844</b> (25.75 - 27.84)	<b>182</b> <b>(1.05)</b>
<b>460500</b>	System Control Centre Operator II	<b>4710 - 5074</b> (27.07 - 29.16)	<b>182</b> <b>(1.05)</b>
<b>460700</b>	System Control Centre Senior Operator	<b>5010 - 5284</b> (28.79 - 30.37)	<b>137</b> <b>(.79)</b>

**ALBERTA POWER LIMITED**  
**SCHEDULE 50**  
**General Office Jobs**  
**Minimum Monthly (Hourly) Wage Ranges**

<u>Job Group Code</u>	<u>Job Title</u>	Wage Range Effective <u>Jan. 1, 1998</u>	<u>Increment</u>
500000	Clerk I	\$1586 - 2154	\$142
500001	Clerk Typist A	<i>Base</i> (\$9.73 - 13.21)	(\$.87)
500002	Receptionist		
500100	<b>Clerk II</b>	<b>1832 - 2432</b>	<b>150</b>
500102	Cashier	(11.24 - 14.92)	(.92)
500200	Clerk III		
500201	Clerk Cashier	2443 - 2899	152
500202	Clerk Typist B	(14.99 - 17.79)	(.93)
500203	Stenographer		
500300	Clerk IV	2612 - 3220	152
500301	Senior Stenographer	(16.02 - 19.75)	(.93)
500400	<b>Clerk V</b>	<b>2914 - 3522</b>	<b>152</b>
500401	Secretary	(17.88 - 21.61)	(.93)
500500	Clerk VI	3200 - 3832	158
		(19.63 - 23.51)	(.97)
500600	Clerk VII	3401 - 4081	170
		(20.87 - 25.04)	(1.04)
500700	Clerk VIII	3619 - 4371	188
		(22.20 - 26.82)	(1.15)

**ALBERTA POWER LIMITED**  
**SCHEDULE 51A**  
**Draftsman and Engineering Assistant Office Jobs - Edmonton**  
**Minimum Monthly (Hourly) Wage Ranges**

Job Group <u>Code</u>	<u>Job Title</u>	Wage Range Effective <b>Jan. 1, 1998</b>	<u>increment</u>
510000	Draftsman Trainee	\$2311 - 2641 (\$14.18 - 16.20)	\$110 (\$ .67)
510100	Draftsman I	2462 - 3147	*137
511100	Engineering Assistant I	(15.10 - 19.31)	(.84)
510500	Draftsman II	3291 - 3891	*150
511300	Engineering Assistant II	(20.19 - 23.87)	(.92)
510900	Draftsman III	3731 - 4435	176
511500	Engineering Assistant III	(22.89 - 27.21)	(1.08)

**ALBERTA POWER LIMITED**  
**SCHEDULE 51B**  
**Draftsman and Engineering Assistant Office Jobs**  
**Non-Edmonton**  
**Minimum Monthly (Hourly) Wage Ranges**

<u>Job Group Code</u>	<u>Job Title</u>	Wage Range Effective <u>Jan. 1, 1998</u>	<u>Increment</u>
510010	Draftsman Trainee	\$2468 - 2819 (\$14.18 - 16.20)	\$117 (\$ .67)
510110	Draftsman I	2629 - 3359	*146
511110	Engineering Assistant I	(15.10 - 19.31)	(.84)
510510	Draftsman II	3513 - 4153	*160
511310	Engineering Assistant II	(20.19 - 23.87)	(.92)
510910	Draftsman III	3983 - 4735	188
511510	Engineering Assistant III	(22.89 - 27.21)	(1.08)

**ALBERTA POWER LIMITED**  
**SCHEDULE 53**  
**Customer Service Representative and band Agent**  
**Non-Office Jobs**  
**Minimum Monthly (Hourly) Wage Ranges**

<u>Job Group Code</u>	<u>Job Title</u>	Wage Range Effective <u>Jan. 1, 1998</u>	<u>Increment</u>
530100	Customer Services Representative I	\$2820 - 3339 ( <del>\$16.21</del> - 19.19)	*\$173 ( <del>\$.99</del> )
530300	Customer Services Representative II	3454 - 4319 (19.85 - 24.82)	*173 (.99)
535100	Land Agent	\$3606 - 4302 ( <del>\$20.72</del> 24.72)	*\$174 ( <del>\$1.00</del> )
535300	Senior Land Agent	4167 - 4746 ( <del>23.95</del> 27.28)	193 (1.11)

- (1) Customer Service Representatives in **job** group codes 530100 and 530300 who have a valid Government of Alberta Land Agent License will receive a monthly bonus of \$50.00.

**ALBERTA POWER LIMITED  
SCHEDULE 54  
APPRENTICESHIP JOBS  
MINIMUM MONTHLY (HOURLY) WAGE RANGES**

Job Group Codes	Apprentice Journeyman Ticket Title	Training Term/Wage Range Effective January 1, 1998								
		1-1	1-2	2-1	2-2	3-1			4-2	Journeyman
541000 - 541009	Electrician	2665 (15.32)	2888 (16.60)	3111 (17.88)	3334 (19.16)	3557 (20.44)	(21.72)	(23.01)	4226 (24.29)	4449 (25.57)
542000 - 542009	Motor Mechanic/ Heavy Duty Mechanic	2489 (14.30)	2692 (15.47)	2895 (16.64)	3098 (17.80)	3301 (18.97)	3504 (20.14)	3707 (21.30)	3910 (22.47)	3910 (22.47)
541020 - 541029	Instrument Mechanic	2665 (15.32)	2888 (16.60)	3111 (17.88)	3334 (19.16)	3557 (20.44)	3780 (21.72)	(23.01)	4226 (24.29)	4449 (25.57)
541030 - 541039	Machinist	2665 (15.32)	2888 (16.60)	3111 (17.88)	3334 (19.16)	3557 (20.44)	3780 (21.72)	4003 (23.01)	4226 (24.29)	4449 (25.57)
541040 - 541049	Millwright	2665 (15.32)	2888 (16.60)	3111 (17.88)	3334 (19.16)	3557 (20.44)	3780 (21.72)	4003 (23.01)	4226 (24.29)	4449 (25.57)
542100 - 542109	Power System Electrician	2515 (14.45)	2731 (15.70)	2947 (16.94)	3163 (18.18)	3379 (19.42)	3595 (20.66)	3811 (21.90)	4027 (23.14)	4243 (24.39)
543000 - 543009	Power Lineman	2515 (14.45)	2731 (15.70)	2947 (16.94)	3163 (18.18)	3379 (19.42)	3595 (20.66)	3811 (21.90)	4027 (23.14)	4243 (24.39)
541060 - 541069	Welder **	2888 (16.60)	3111 (17.88)	3334 (19.16)	3780 (21.72)	4003 (23.01)	4226 (24.29)			4449 (25.57)

(\*\* 3 year Apprenticeship Program)

**SCHEDULE 54 (Continued)**  
**Apprenticeship Jobs**  
Minimum Monthly **(Hourly)** Wage Ranges

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

**ALBERTA POWER LIMITED  
SCHEDULE 55  
Line and Service Non-Office Jobs  
Minimum Monthly (Hourly) Wage Ranges**

<u>Job Group Code</u>	<u>Job Title</u>	Wage Range Effective <u>Jan. 1, 1998</u>	<u>Increment</u>
553100	District Construction Inspector	\$3682 - 4230 (\$21.16 - 24.31)	*\$219 (\$1.26)
553101	District Construction Inspector (Max. Range)	4230 - 4722 (24.31 - 27.14)	219 (1.26)
556100	Power Lineman Journeyman	4243 - 4459 (24.39 - 25.63)	*216 (1.24)
556101	Power Lineman Journeyman (Flat Rate)	4722 (27.14)	*263 (1.51)
557100	Serviceman	4243 - 4459 (24.39 - 25.63)	*216 (1.24)
557101	Serviceman (Flat Rate)	4722 (27.14)	*263 (1.51)
558100	Lead Lineman	4378 - 5035 (25.16 - 28.94)	219 (1.26)
559200	Senior Serviceman	4505 - 5153 (25.89 - 29.61)	216 (1.24)



**ALBERTA POWER LIMITED**  
**SCHEDULE 56**  
**Steam Plant Non-Office Jobs**  
**Minimum Monthly (Hourly) Wage Ranges**

<u>Job Group Code</u>	<u>Job Title</u>	Wage Range Effective <u>Jan. 1, 1998</u>	<u>Increment</u>
560100	Assistant Steam Plant Operator	\$2034 - 3022 (\$11.69 - 17.37)	*\$247 (\$1.42)
560300	Steam Plant Operator I	2528 - 3516 (14.53 - 20.21)	*247 (1.42)
560500	Steam Plant Operator II	3516 - 4257 (20.21 - 24.47)	*247 (1.42)
560501	Steam Plant Operator II (Flat Rate)	4401 (25.29)	
560600	Steam Plant Operator III	4726 (27.16)	
560700	Steam Plant Operator IV	5036 (28.94)	
<hr/>			
561100	Steam Plant Janitor	1753 - 2575 (10.07 - 14.80)	*137 (.79)
562100	Steam Plant Helper	1990 - 3075 (11.44 - 17.67)	*155 (.89)
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563100	Plant Utility Man I	1991 - 3231 (11.44 - 18.57)	*248 (1.43)
563300	Plant Utility Man II	3231 - 3975 (18.57 - 22.84)	*248 (1.43)
563500	Lead Utility Man	4105 (23.59)	

**ALBERTA POWER LIMITED**  
**SCHEDULE 56 (Continued)**  
**Steam Plant Non-Office Jobs**  
**Minimum Monthly (Hourly) Wage Ranges**

Job Group Code	Job Title	Wage Range Effective <u>Jan. 1, 1998</u>	<u>Increment</u>
566050	Plant Maintenance Worker	\$1950 - 3190 (\$11.21 - 18.33)	*\$248 (1.43)
566100	Plant Maintenance Man I	1950 - 3190 (11.21 - 18.33)	*248 (1.43)
566300	Plant Maintenance Man II	3199 - 3943 (18.39 - 22.66)	*248 (1.43)
566500	Plant Maintenance Man III	3953 - 4449 (22.72 - 25.57)	*248 (1.43)
566501	Plant Maintenance Man III (Flat Rate)	4726 (27.16)	
566700	Lead Maintenance Man (Includes: Electrical, Instrumentation, Civil, Mechanical)	4935 (28.36)	

**ALBERTA POWER LIMITED**  
**SCHEDULE 56 (Continued)**  
**Steam Plant Non-Office Jobs**  
**Minimum Monthly (Hourly) Wage Ranges**

- (1) During the probationary period, Steam Plant Operator III's and Steam Plant Operator IV's will be paid \$25 per month less than the amount shown in the schedule.
- (2) All Steam Plant Operators shall obtain their Alberta Third Class Certificate within three years of starting duties in an operating Job.
- (3) Qualified journeymen in job group code 566500 (Plant Maintenance Man III) shall be paid no less than the semi-annual ceiling. During the probationary period, new employees in this category will be paid one increment less than the semi-annual ceiling.
- (4) Employees in job group codes 560300 and 560500 (Steam Plant Operator I and II) shall receive the final partial increment outstanding in their semi-annual range upon completion of full time and qualification in their **job** group code.
- (5) Employees in the following **jobs** must have completed 12 months at the top of the increment range before being changed to maximum rate:
  - (a) Plant Maintenance Man III (job group code 566500)
  - (b) Steam Plant Operator II (job group code 560500)

**ALBERTA POWER LIMITED  
SCHEDULE 57  
General Non-Office Jobs  
Minimum Monthly (Hourly) Wage Ranges**

<u>Job Group Code</u>	<u>Job Title</u>	Wage Range Effective <u>Jan. 1, 1998</u>	<u>Increment</u>
570000	Labourer/Groundman	Shall be paid the going hourly rate.	
570100	Warehouseman	\$2227 - 3060 <del>(\$12.80 - 17.59)</del>	*\$119 <del>(\$ .68)</del>
570300	Senior Warehouseman	2942 - 3418 (16.91 - 19.64)	*119 (.68)
570500	Stockkeeper	3045 - 3785 <del>(17.50 - 21.75)</del>	148 (.85)
572100	Meter Reader	2162 - 3177 (12.43 - 18.26)	*145 (.83)
573000	Equipment Operator	2308 - 3196	*148
573100	Entry Level Equipment Operator	(13.26 - 18.37) 3204 - 3871 (18.41 - 22.25)	(.85) *148 (.85)
573200	Special Equipment Operator	3608 - 4052 (20.74 - 23.29)	148 (.85)
576300	Consumer Accounts Representative	2979 - 3571 (17.12 - 20.52)	148 (.85)
577100	Customer Assistant Facility Operators	2672 - 3292 (16.60 - 20.45)	155 (.96)

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

**ALBERTA POWER LIMITED  
SCHEDULE 58  
Technical Jobs  
Minimum Monthly (Hourly) Wage Ranges**

Job Group Code	Job Title	Wage Range	Increment
		Effective <b>Jan. 1, 1998</b>	
580100	Staker Assistant	\$2147 - 2727	*\$116
580300	Staker	(\$12.34 - 15.67) 2319 - 4031	(\$.67) 200
580700	Headstaker	(13.33 - 23.17) 3434 - 4034	(1.15) *200
580701	Headstaker (Max. Range)	(19.74 - 23.18) 4034 - 4634	(1.15) 200
		(23.18 - 26.63)	(1.15)
581101	Meter Technologist, Entry	2490 - 3610	*224
581301	Meter Technologist, Qualified	(14.31 - 20.75) 3392 - 4736	(1.29) *224
581501	Meter Technologist, Senior Qualified	(19.49 - 27.22) 4440 - 5049	(1.29) 203
581801	Meter Technologist, Team Leader	(25.52 - 29.02) 4545 - 5154	(1.17) 203
		(26.12 - 29.62)	(1.17)
581102	Communication Technologist, Entry	2490 - 3610	*224
581302	Communication Technologist, Qualified	(14.31 - 20.75) 3392 - 4736	(1.29) *224
581502	Communication Technologist, Senior Qualified	(19.49 - 27.22) 4440 - 5049	(1.29) 203
581802	Communication Technologist, Team Leader	(25.52 - 29.02) 4545 - 5154	(1.17) 203
		(26.12 - 29.62)	(1.17)
582101	Electrical/Instrumentation Technologist, Entry	2967 - 3903	*234
582301	Electrical/Instrumentation Technologist, Qualified	(17.05 - 22.43) 3659 - 4829	(1.34) *234
582501	Electrical/Instrumentation Technologist, Senior Qualified	(21.03 - 27.75) 4531 - 5140	(1.34) 203
582801	Electrical/Instrumentation Technologist, Team Leader	(26.04 - 29.54) 4635 - 5244	(1.17) 203
		(26.64 - 30.14)	(1.17)

**ALBERTA POWER LIMITED**  
**SCHEDULE 58 (Continued)**  
**Technical Jobs**  
**Minimum Monthly (Hourly) Wage Ranges**

<u>Job Group Code</u>	<u>Job Title</u>	Wage Range Effective <u>Jan. 1, 1998</u>	<u>Increment</u>
583100	Electrical Repairman Assistant	\$2050 - 3250 (\$11.78 - 18.68)	*\$200 (\$1.15)
583300	Electrical Repairman	3048 - 3848 (17.52 - 22.11)	*200 (1.15)
583301	Electrical Repairman (Max. Range)	3848 - 4048 (22.11 - 23.26)	200 (1.15)
584100	Power Systems Electrician	4243 - 4459 (24.39 - 25.63)	*216 (1.24)
584101	Power Systems Electrician (Max. Range)	4722 (27.14)	263 (1.51)
585100	Electrical Technologist, Entry	2489 - 3659 (14.30 - 21.03)	*234 (1.34)
585300	Electrical Technologist, Qualified	3426 - 4830 (19.69 - 27.76)	*234 (1.34)
585500	Electrical Technologist, Senior Qualified	4531 - 5140 (26.04 - 29.54)	203 (1.17)
585800	Electrical Technologist, Team Leader	4635 - 5244 (26.64 - 30.14)	203 (1.17)
585101	Technical Resources Technologist, Entry	2489 - 3659 (14.30 - 21.03)	*234 (1.34)
585301	Technical Resources Technologist, Qualified	3426 - 4830 (19.69 - 27.76)	*234 (1.34)
585501	Technical Resources Technologist, Senior Qualified	4531 - 5140 (26.04 - 29.54)	203 (1.17)
585801	Technical Resources Technologist, Team Leader	4635 - 5244 (26.64 - 30.14)	203 (1.17)

**ALBERTA POWER LIMITED**  
**SCHEDULE 58 (Continued)**  
**Technical Jobs**  
**Minimum Monthly (Hourly) Wage Ranges**

<u>Job Group Code</u>	<u>Job Title</u>	Wage Range Effective <u>Jan. 1, 1998</u>	<u>Increment</u>
585102	Mechanical Technologist, Entry	\$2489 - 3659 (\$14.30 - 21.03)	*\$234 (\$1.34)
585302	Mechanical Technologist, Qualified	3426 - 4830 (19.69 - 27.76)	*234 (1.34)
585502	Mechanical Technologist, Senior Qualified	4531 - 5140 (26.04 - 29.54)	203 (1.17)
585802	Mechanical Technologist, Team Leader	4635 - 5244 (26.64 - 30.14)	203 (1.17)
586100	Diesel/Turbine Operator Junior	2092 - 3310 (12.82 - 19.02)	*203 (1.17)
586300	Diesel/Turbine Plant Operator I	3112 - 3924 (17.89 - 22.55)	*203 (1.17)
586301	Diesel/Turbine Plant Operator I (Max. Range)	3924 - 4127 (22.55 - 23.72)	203 (1.17)
586700	Diesel/Turbine Plant Operator II	3318 - 3927 (19.07 - 22.57)	*203 (1.17)
586701	Diesel/Turbine Plant Operator II (Max. Range)	3927 - 4536 (22.57 - 26.07)	203 (1.17)
587800	Equipment Mechanic Journeyman	3910 - 4113 (22.47 - 23.64)	203 (1.17)
587900	Lead Equipment Mechanic	3910 - 4519 (22.47 - 25.97)	203 (1.17)
588101	Chemical Technologist, Entry	2488 - 3608 (14.30 - 20.74)	*224 (1.29)
588301	Chemical Technologist, Qualified	3250 - 3976 (18.68 - 22.85)	*242 (1.39)
588302	Chemical Technologist, Qualified (Flat Rate)	4237 (24.35)	
588501	Chemical Technologist, Senior Qualified	3905 - 4514 (22.44 - 25.94)	203 (1.17)
588801	Chemical Technologist, Team Leader	4010 - 4619 (23.05 - 26.55)	203 (1.17)

**ALBERTA POWER LIMITED**  
**SCHEDULE 58**  
Technical  
Minimum Monthly **(Hourly) Wage Ranges**

- (1)** Qualified journeymen in **job** group code 587800 (Equipment Mechanic Journeyman) shall be paid no less than the apprentice ceiling. New employees in this category shall be paid one increment less than the apprentice ceiling for the Probationary Period.
  
- (2) Employees in the following **jobs** must have completed 12 months at the **top** of the increment range before being changed to maximum rate:
  - (a) Chemical Technologist Qualified (**job** group code 588301)



## NOTES APPLYING TO ALL WAGE SCHEDULES

1. When increments are listed in a wage schedule, they are annual increments unless marked with an asterisk (\*), in which case they are semi-annual.
2. When a salary range is set out for a Job Class, progression through the range will be annual (January) or semi-annual (January and July) to the range ceiling as provided by the particular schedule. Progression is subject to satisfactory performance, improved skills or knowledge required by the employee in the performance of the Job, possession of necessary tickets or certificates of technology graduation and successful completion of Company examinations. The words "Company examinations" shall refer to existing written examinations.
3. The following rules apply to new employees:
  - (a) The Company will place new employees within a salary range on the basis of market hiring rates.
  - (b) After a new employee successfully completes the probationary period, the employee will receive one increment. At the date of the first increment review (January 1 or July 1 as appropriate) following appointment to permanent staff, the increment adjustment as applicable will be retroactive to the date of appointment to permanent staff. This means that the employee will receive 1/42 or 1/6 (for annual or semi-annual review respectively) of the increment for each month since appointment to permanent staff. These increments will be subject to clause 2 of these notes. This provision is waived for apprentice employees listed in Schedule 54.
4. When an employee receives a promotion, the employee shall be placed within the new salary range at a rate which reflects an increase in wage no less than one increment in the range from which the employee was promoted. This does not apply in the case of progression Jobs.

5. If an employee is accepted under a Job Posting for a **Job** at a lower level, or is transferred to such a Job at their own request, the employee will be paid at an appropriate level within the wage range for the lower-level **Job** Class.

## TICKET BONUS

1. The Company will pay a "ticket bonus" to employees who hold certain tickets or qualifications above those which are or become required for their jobs. The applicable tickets or qualifications for each job group *are* listed below.
2. An employee may receive a "ticket bonus" for up to two additional qualifications. The "ticket bonus" will be \$50 per month. Payment of the bonus will begin in the month following receipt of the ticket.
3. Steam Plant Operators will receive a monthly bonus of ;
  - a) \$100 if they hold Class 1 or Class 2 certificates, or
  - b) \$50 if they hold Class 3 or Class 4 certificates.  
over and above that required for the Job.

Job Group Code	Job Title	Eligible for Bonus
420100	Purchasing Assistant	Certified Professional Purchaser
420300	Purchasing Coordinator	Certified Professional Purchaser
511100	Engineering Assistant	Alberta Land Agent License'
511300	I, II & III	
511500		
530100	Customer Service	Alberta Land Agent License
530300	Representative I & II	
566100	Plant Maintenance Man I & II	Crane Operator
566500	Plant Maintenance Man III (for employees involved in mechanical occupations)	Journeyman Millwright Journeyman Welder Journeyman Machinist Journeyman Heavy Duty Mechanic Pressure "B" Welder Crane Operator
566500	Plant Maintenance Man III (for employees involved in electrical and instrumentation duties)	Journeyman Electrician Journeyman Instrumentation Mechanic
566700	Lead Maintenance Man (for employees involved in mechanical occupations)	Journeyman Millwright Journeyman Welder Journeyman Heavy Duty Mechanic Pressure "B" Welder Crane Operator Journeyman Machinist

Job Group Code	Job Title	Eligible for Bonus
566700	Lead Maintenance Man (for employees involved in electrical and instrumentation duties)	Journeyman Electrician Journeyman Instrumentation Mechanic
582101 582301 582501 582801	Electrical/Instrumentation Technologist - Entry, Qualified, Sr. Qualified & Team Leader (for those who are certified as Journeyman Electricians)	Journeyman Instrumentation Mechanic
582101 582301 582501 582801	Electrical/Instrumentation Technologist - Entry, Qualified, Sr. Qualified & Team Leader (for those who are certified as Journeyman Instrumentation Mechanics)	Journeyman Electrician
570300	Senior Warehouseman	Journeyman Partsman
570500	Stockkeeper	Journeyman Partsman
581301 581501 581801	Meter Technologist Qualified, Senior Qualified, & Team Leader	Journeyman Electrician Journeyman Power Systems Electrician
583300	Electrical Repairman	Journeyman Power Lineman Journeyman Power Systems Electrician Journeyman Electrician
585300 585500 585800	Electrical Technologist Qualified, Senior Qualified & Team Leader	Journeyman Power Lineman Journeyman Electrician
586300 586700	Diesel/Turbine Plant Operator I & II	Journeyman Power Systems Electrician Journeyman Heavy Duty Mechanic Journeyman Automotive Mechanic Journeyman Welder Journeyman Millwright Journeyman Electrician
587800	Equipment Mechanic Journeyman	Journeyman Heavy Duty Mechanic Journeyman Automotive Mechanic Journeyman Welder
587900	Lead Equipment Mechanic	Journeyman Welder

Job Group Code	Job Title	Eligible for Bonus
585301	Technical Resources	Journeyman Electrician
585501	Technologist, Qualified	
585801	Senior Qualified & Team Leader	
585302	Mechanical Technologist	Journeyman Electrician
585502	Qualified, Senior Qualified	
585802	& Team Leader	
580700	Head Staker	Alberta Land Agent License

\* - only on approval of supervisor

## APPENDIX a

### LETTER OF UNDERSTANDING RE: JOB POSTING

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

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

Article 14.01 makes provision that "first consideration" will be given on applications for a Job Posting to members of the bargaining unit. It is agreed that for the purposes of this agreement that the bargaining unit referred to in Article 14.01 will be composed of the three (3) bargaining units (composite bargaining unit) made up of Alberta Power Limited, Yukon Electrical Company Limited and Northland Utilities Limited. Those three (3) bargaining units will be treated as one (1) unit in respect to this Article. For all Job Postings, the Corporation will therefore hire through the posting procedures in respect to the composite bargaining unit, provided a suitable candidate meets the minimum Job requirements. If a suitable candidate cannot be hired, then the Corporation will have the right to hire externally.

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

- (a) Northland Utilities, its Employees' Association, and Yukon Electrical and its Employees' Association, must enter into agreements that are in substance identical to the above;
- (b) No employee of Yukon Electrical or Northland Utilities will have a right to grievance under the Alberta Power - Alberta Power Employees' Association Collective Agreement;
- (c) The Corporation will not appoint a member of the Association to a bargaining unit Job (not governed by the Collective Agreement). This means that the Corporation cannot appoint a member of the Association into a bargaining unit Job in respect to Yukon Electrical or

Northland' Utilities. This limitation, however, does not apply so as to restrict the Corporation from promoting a member of the Association into a management Job.

- (d) In the event that the size of the bargaining units at Alberta Power Limited, Yukon Electrical Company Limited or Northland Utilities Limited should increase by more than fifty (50%) percent, it is understood that this Appendix may be revised or terminated on thirty (30) Days notice in writing given by either party to the other.
- (e) This letter of understanding will be terminated 60 Days after written notice is given by one of the following to all of the others:
  - (1) Alberta Power Employees' Association
  - (2) Alberta Power Limited
  - (3) Northland Utilities Employees' Association
  - (4) Northland Utilities (N.W.T.) Limited
  - (5) Yukon Electrical Employees' Association
  - (6) Yukon Electrical Company Limited

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

## APPENDIX B

### JOB PROGRESSION

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

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

<b>PROGRESSION FROM</b>	<b>PROGRESSION TO</b>
450100 Real Time Systems Analyst I	450300 Real Time Systems Analyst II
460100 System Control Centre Assistant Operator	460300 System Control Centre Operator I
460300 System Control Centre Operator I	460500 System Control Centre Operator II
500000 Clerk I	500100 Clerk II
500001 Clerk Typist A	500202 Clerk Typist B
510000 Draftsman - Trainee	510100 Draftsman I
510100 Draftsman I	510500 Draftsman II
511100 Engineering Assistant I	511300 Engineering Assistant II
530100 Customer Service Representative I	530300 Customer Services Representative II
535100 Land Agent	535300 Senior Land Agent
560100 Assistant Steam Plant Operator	560300 Steam Plant Operator I
560300 Steam Plant Operator I	560500 Steam Plant Operator II
560500 Steam Plant Operator II	560600 Steam Plant Operator III
563100 Plant Utility Man I	563300 Plant Utility Man II
582101 Electrical/Instrumentation Technologist	582301 Electrical/Instrumentation Technologist Qualified
570100 Warehouseman	570300 Senior Warehouseman
573000 Equipment Operator - Entry	573100 Equipment Operator
580100 Staker Assistant	580300 Staker
581101 Meter Technologist Entry	581301 Meter Technologist Qualified
581102 Communication Technologist Entry	581302 Communication Technologist Qualified
583100 Electrical Repairman Assistant	583300 Electrical Repairman
585100 Electrical Technologist Entry	585300 Electrical Technologist I Qualified
586100 Diesel/Turbine Operator Junior	586300 Diesel/Turbine Plant Operator I
585101 Technical Resources Technologist Entry	585301 Technical Resources Technologist Qualified
585102 Mechanical Technologist Entry	585302 Mechanical Technologist Qualified
588101 Chemical Technologist Entry	588301 Chemical Technologist Qualified



## APPENDIX C

### ENTRY-LEVEL JOBS

460100	System Control Centre Assistant Operator
500000	Clerk I
500002	Receptionist
500100	Clerk II
500201	Clerk Cashier
500001	Clerk Typist A
500102	Cashier
500203	Stenographer
510000	Draftsman - Trainee
510100	Draftsman I
511100	Engineering Assistant I
541000 - 541009	Electrician Apprentice 1-1 to 4-2
541020 - 541029	Instrument Apprentice 1-1 to 4-2
541030 - 541039	Machinist Apprentice 1-1 to 4-2
541040 - 541049	Millwright Apprentice 1-1 to 4-2
541060 - 541069	Welder Apprentice 1-1 to 3-2
542000 - 542009	Motor or Heavy Duty Mechanic Apprentice 1-1 to 4-2
542100 - 542109	Power Systems Electrician Apprentice 1-1 to 4-2
543000 - 543009	Power Lineman Apprentice 1-1 to 4-2
560100	Assistant Steam Plant Operator
560300	Steam Plant Operator I
561100	Steam Plant Janitor
562100	Steam Plant Helper
563100	Plant Utility Man I
566050	Plant Maintenance Worker
566100	Plant Maintenance Man I
570000	Labourer/Groundman
570100	Warehouseman
572100	Meter Reader
573000	Equipment Operator - Entry
580100	Staker Assistant
581101	Meter Technologist Entry
581102	Communication Technologist Entry
582101	Electrical/Instrumentation Technologist Entry
583100	Electrical Repairman Assistant
585100	Electrical Technologist Entry
585101	Technical Resources Technologist Entry
585102	Mechanical Technologist Entry
586100	Diesel/Turbine Operator Junior
588101	Chemical Technologist Entry

## APPENDIX D

### 12-HOUR SHIFTS - GENERATION SHIFT WORKERS

#### INTRODUCTION

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

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

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

The parties agree that the following document shall be inserted as an appendix to the contract, acknowledging that where any provision of the contract conflicts with the agreements, the agreements shall prevail. The parties agree that if there are any problems in interpretation as a result of the consolidation of shift articles from the main body of the agreement, these problems will be addressed by the Employee Relations Council.

#### Application

1. This appendix applies to steam plant operators, assistant steam plant operators and utility men at the H.R. Milner, Battle River, Sheerness, and Jasper generating stations who work 12-hour rotating shifts.

#### Changes to Agreement

2. For those employees to whom this appendix applies, all provisions of the collective agreement apply, except for Articles 15.00, 18.00, 19.00, and 21.00, which are amended and replaced with the following:

## ARTICLE 15.00 HOURS OF WORK

15.01 Subject to the specific exceptions set out in this article:

- (a) **Does not apply**
- (b) the normal hours of work for non-office **and** technical employees shall be as set out in Table II.

15.02 The hours of work stated in this article are not a guarantee of any minimum or a restriction on any maximum hours to be worked.

**15.03 Does not apply**

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

(b) A mutual agreement will be put in writing and sent to the manager, human resources and the Association if:

- (1) it is intended to last for more than six months; or
- (2) it has lasted for six months, whether that was the intention or not.

15.05 Employees may exchange shifts, subject to the following rules:

- (a) The exchange must be approved by a supervisor.
- (b) The arrangement for the exchange must be documented.

- (c) The exchange must not result in the Company incurring any costs higher than those that would be incurred if the exchange were not allowed.
- 15.06 By mutual agreement with his or her supervisor, an employee may take time off without pay.
- 15.07 Does not apply**
- 15.08 Does not apply**
- 15.09 (a) The Company and the Association wish to ensure that employees have enough rest between work periods to allow them to work safely. While this clause sets out specific provisions, they are not intended to remove the responsibility of supervisors and employees to ensure that work can be accomplished safely.
- (b) If an employee works 16 or more hours in any 24-hour period, the employee shall be allowed eight consecutive hours of rest.
- (c) An employee who, as a result of a call-out, works at any time between midnight and the time three hours before the start of his or her next regularly scheduled shift is entitled to have eight consecutive hours of rest beginning at the end of the work for which the employee was called out.
- (d) If an employee's eight hours of rest under paragraph (b) or (c) extends into the last two hours of his or her next regularly scheduled shift, the employee shall not be required to work those hours.
- (e) When an employee is at rest because of this clause, the employee will not suffer any loss of wages.
- (f) When an employee is at rest because of this clause, the Company may request the employee to return to work. If it does make such a request, **and** the employee agrees to return, the employee will be

paid, in addition to normal wages, an amount equal to his or her normal hourly rate for each hour worked during normal scheduled working hours during which the employee was entitled to be at rest.

- (g) Hours of rest provided under this clause exclude travel time between the **job** site and the specified community, whether the travel is at the end of the work or travel to finish the next regularly scheduled shift.
- 15.10 Clauses 15.11 to 15.23 inclusive apply only to those non-office employees who work rotating shifts.
- 15.11 In January of each year, the Company will prepare a schedule showing which employees will work which shifts during the year. A copy of that schedule will be given to each affected Employee.
- 15.12 **At** each generating station, the Company will post the shift schedule covering, at minimum, the next 60 Days.
- 15.13 If the Company wishes to change the shift schedule, it shall post a revised schedule, signed and dated by the affected supervisor, on appropriate bulletin boards.
- 15.14 **An** employee is considered notified of a change in their schedule when given a copy of a new schedule, or when personally advised of the change by a supervisor, either by telephone or in person.
- 15.15 (a) This clause applies to employees during the portion of the shift schedule they are designated to work spare shifts.
- (b) Employees who are scheduled to work a day shift on a given Day must be given **48** hours notice if the Company reschedules them to work the night shift of that same Day. If the Company fails to give this notice, the employee will be paid at *the* overtime rate for the first such shift worked.

- (c) Employees who are scheduled to work a night shift on a given Day must be given 48 hours notice if the Company reschedules them to work the day shift of that same Day. If the Company fails to give this notice, the employee will be paid at the overtime rate for the first such shift worked.
  - (d) Employees must be given 48 hours notice if the Company changes their schedule to require them to work on a Day that was previously scheduled to be a Day off. If the Company fails to give this notice, the employee will be paid at the overtime rate for the first shift worked.
  - (e) If an employee is scheduled to work an eight-hour spare and is rescheduled or called in to work a regular shift on the same Day, the employee will be paid at the overtime rate for those hours worked outside the hours the employee was originally scheduled to work.
  - (9) Subject to paragraph (e), an employee who is scheduled to work an eight-hour spare shift will be paid at the overtime rate for any hours worked beyond the scheduled hours.
- 15.16
- (a) Employees working spares shall be scheduled to work a 12-hour shift. This does not apply to Jasper station employees who work a maintenance shift as part of their schedule.
  - (b) The Company may change an employee's spare shift to eight hours by giving the employee 48 hours notice. If such notice is not given, then the employee will be paid at the normal rate for the originally scheduled 12 hours.
  - (c) An employee rescheduled to work an eight-hour spare can be rescheduled to work a 12-hour spare shift on 48 hours notice. If such notice is not given, then the employee will be paid at the overtime rate

for any hours worked beyond the originally scheduled eight hours.

- 15.17 (a) Employees who are scheduled to work a day shift on a given Day must be given 10 Days notice if the Company reschedules them to work the night shift of that same Day.
- (b) Employees who are scheduled to work a night shift on a given Day must be given 10 Days notice if the Company reschedules them to work the day shift of that same Day.
- (c) If the Company fails to give the proper notice under this clause, an employee will be paid at the overtime rate for the first two affected shifts.
- (d) This clause does not apply to employees working on a spare shift.
- 15.18 If a shift schedule change affects Days off in the 35-Day period following posting of the new schedule, the employee will be paid the overtime rate for the first five Days worked which, under the previous schedule, would have been Days off. This clause does not apply to operators working spares.
- 15.19 (a) For the purposes of this clause, "master schedule" means the generating station schedule used to develop the individual schedules of employees.
- (b) The parties acknowledge that each generating station has a master schedule as well as policies which govern how *the* master schedule *is to be* administered.
- (c) The master schedule that was in effect on October 31, 1996 shall not be changed except in accordance with this clause.
- (d) The Company will provide the Association with a copy of the master schedule and policies governing administration of that master schedule for each generating station.

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



- (i) Each master schedule will specify the maximum number of consecutive 12-hour shifts an employee will be required to work. If, as a result of a schedule change, an employee works more consecutive 12-hour shifts than allowed under the master schedule, the employee will be paid at the overtime rate for each shift in excess of the allowed maximum. This entitlement affects only those shifts added by the schedule change, not the shifts an employee was, prior to change, scheduled to work.
- 15.20
- (a) If one or more units at the Company generating station on the Alberta Interconnected System (AIS) is dispatched down on standby for an undetermined length of time, or shut down for maintenance, affected employees may be scheduled to a maintenance work week, provided that they return to their previously scheduled rotating shift schedule as and when required. For the purposes of this clause, a maintenance week involves the working hours applicable to non-office, non-shift employees.
  - (b) For a planned unit shutdown, the Company shall give affected employees five Days notice of rescheduling. If notice is not given, the first two Days worked on the new schedule will be paid at the overtime rate.
  - (c) For an unplanned unit shutdown, the Company shall give the affected employees 24 hours notice of rescheduling. If notice is not given, the first Day worked on the new schedule will be paid **at** the overtime rate.
  - (d) The Company shall give employees 24 hours notice when they are *to* return to their previous **shift** schedule. If such notice is not given, the first shift will be paid at the overtime rate.

15.21 Employee's will be paid for the time spent traveling between the station and the specified community for the station where they:

- (a) cover a vacant shift, and
- (b) are notified of the need to cover the vacant shift less than 12 hours before the beginning of that shift.

**15.22 Does not apply**

- 15.23
- (a) Operators at H.R. Milner station will be paid at the overtime rate for any work performed during any of the last five Days of their 10-Day long change.
  - (b) Shift Employees at the Battle River station will be paid at the overtime rate for any work performed during any of the initial five Days of their seven-Day long change.
  - (c) Operators at the Sheerness station will be paid at the overtime rate for any work performed during any of the last six Days of their long change.

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

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

**ARTICLE 18.00 HOLIDAYS**

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

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

- (b) If the Legislature of the Province of Alberta removes the designation of Alberta Family Day as a statutory holiday during the currency of this agreement, then Alberta Family Day will be removed from the list of holidays in sub-clause (a).
- 18.02 In addition, one Civic Holiday will be recognized and observed but only in a community in which it is officially declared. This holiday shall apply to all employees regularly based in the community. No employee will forfeit entitlement to a Civic Holiday because of a transfer to another location.
- 18.03 Employees will be paid for a holiday only if:
- (a) they have completed 30 Working Days or have worked 240 hours in the 12 months immediately preceding the holiday, and
- (b) they work their scheduled shift immediately before and immediately after the holiday, unless absent due to sickness or accident, or by authority of the Company.
- 18.04 Any employee scheduled to work on a holiday will be paid:
- (a) at the overtime rate for the hours actually worked, and

- (b) the normal Day's pay as provided for in clause 15.01.

**18.05 Does not apply.**

18.06 When a holiday falls on an employee's regular Day off, that employee shall receive payment under paragraph (a) or paragraph (b), whichever is applicable:

- (a) If the employee's last shift worked immediately before the holiday was eight hours in length, and the employee's first shift worked immediately after the holiday was eight hours in length:
  - (i) eight hours pay at the employee's normal hourly rate in addition to regular pay, or
  - (ii) eight hours off with pay.
- (b) In any other case:
  - (i) 12 hours pay at the employee's normal hourly rate in addition to regular pay, or
  - (ii) 12 hours off with pay.

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

**ARTICLE 19.00 ANNUAL VACATION**

**19.01 Does not apply.**

- 19.02 (a) Permanent Employees will be entitled to annual vacation with regular pay on the following basis:
- |                                            |           |
|--------------------------------------------|-----------|
| After one year of Continuous Employment    | 120 hours |
| After eight years of Continuous Employment | 160 hours |
| After 16 years of Continuous Employment    | 200 hours |
| After 25 years of Continuous Employment    | 240 hours |
- (b) Employees covered by this Appendix who worked rotating shifts for more than 75 shifts in the previous calendar year will receive an additional 24 hours of vacation with regular pay each year to recognize them for time they spend at work at shift-exchange times.
- 19.03 (a) Advance draws on vacation entitlement are available to Permanent or Probationary Employees who have completed more than six months, but less than one year, of Continuous Employment.
- (b) Employees covered by this clause may take up to 40 hours of vacation during their second six months of employment.
- (c) Employees covered by this clause may also take up to 40 hours leave of absence without pay during their second six months of employment.
- (d) The vacation and leave allowed by this clause are subject to agreement between employees and their immediate supervisors.
- 19.04 Part-time, Temporary and Casual Employees will be paid vacation pay as prescribed by law.
- 19.05 Vacation pay will be paid on a prorated basis to Permanent Part-time Employees and employees who are involved in Job-splitting or Job-sharing arrangements.

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

- (a) Vacations may be taken at any time during the calendar year **by** mutual agreement between the employee and the supervisor, provided, however, that the scheduling is arranged to suit the work schedules of the Company.
- (b) Employees may take up to five Days of their vacation one Day at a time, subject to receiving the prior approval of their immediate supervisor and provided the scheduling does not unduly interfere with efficiency or incur overtime.
- (c) In the year in which an employee qualifies for an increased vacation entitlement, the additional Days may be taken only **after** the employee's anniversary date for vacation entitlement. "Anniversary date" is the anniversary of the date an employee is appointed as a Probationary Employee or a Permanent Employee, whichever is earlier.
- (d) **If** a holiday falls within an employee's vacation, the vacation shall be extended under paragraph (i) or (ii), whichever **is** applicable:
  - (i) If the employee's last shift worked before the holiday was eight hours in length, and the employee's first shift worked immediately after the holiday was eight hours in length, the vacation will be extended by eight hours.
  - (ii) In any other case, the employee's vacation will be extended by 12 hours.

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

19.08 (a) Employees are entitled to full vacation entitlement only if they have worked 90 per cent of their

regularly scheduled work hours in the year which ended on their most recent anniversary date.

- (b) For the purpose of this clause, statutory holidays and annual vacation count as Days worked.
- (c) Employees who have worked less than 90 per cent of their regularly scheduled work hours in the year which ended on their most recent anniversary date shall be entitled to a vacation on a prorated basis bearing the same relationship to their regular vacation entitlement as the number of Days worked bears to 90 per cent of their regularly scheduled work Days. An example of the calculation of prorated vacation entitlement can be found in Appendix G.

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

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

#### **ARTICLE 21.00 SHIFT DIFFERENTIAL**

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

- 21.02 (a) In addition to any other pay to which they are entitled, employees will receive a shift premium for:
- (1) the last four hours of a regularly scheduled day shift; and
  - (2) each hour of a regularly scheduled night shift.

- (b) The shift premium will be:
  - (1) \$1.27 per hour in 1997; and
  - (2) \$1.30 per hour in 1998.
- (c) Future negotiated wage increases will be applied to the shift differential.

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

- (a) It will be paid only if the employee works a scheduled shift.
- (b) It will be paid for all applicable hours of work, including overtime hours (but is paid at the same rate whether overtime or not).

**Additional Terms**

1. If an employee is given time off with pay (whether for compassionate reasons, sickness and accident indemnity or some *other* reason), compensation will be based on a normal work Day of eight hours.
2.
  - (a) The Company will establish an availability list, assigning employees to be available to come to work at any time from 90 minutes before until 60 minutes after the beginning of a shift.
  - (b) Employees listed on the availability list who are required to come to work will report for work at the beginning of the shift, or within one hour of the request.
  - (c) Employees listed on the availability list are not entitled to receive standby pay.
  - (d) Employees listed on the availability list for a given shift may not arrange for mutual coverage under clause 15.05 of the agreement for the same shift.



3. The parties understand that the eight-hour maintenance shift referred to in the amendments to the collective agreement actually covers an elapsed time of 8.5 hours, of which one-half hour shall be the lunch period.
4. If, as a result of a shift schedule change, an employee's normal work week has averaged less than 40 hours over the shift cycle, the Company is entitled to recover this time during the next shift cycle.
5. If an employee owes time to the Company because of a shift schedule change, but is called out to work on his or her Day off, the time worked will be paid at overtime rates and not deducted from the time owed.

## **APPENDIX E**

### **LETTER OF UNDERSTANDING RE: CAF OPERATORS**

#### **INTRODUCTION**

The Company and the Association recognize that shift work impacts on Quality of Life and will work together, during the term of this collective agreement, to address these impacts.

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

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

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

The parties agree that the following document shall be inserted as an appendix to the contract, acknowledging that where any provision of the contract conflicts with the agreements, the agreements shall prevail.

#### **Application**

1. This appendix applies to customer assistance facility operators.

#### **Termination**

2. Either party may terminate this agreement by giving 30 Day written notice to the other party.

#### **Changes to Agreement**

3. For those employees to whom this appendix applies, the following changes are made to the collective agreement between the parties:

## **ARTICLE 15.00 - HOURS OF WORK**

### **Daylight Savings Time**

- (a) Clause 15.24, paragraphs (a) and (b), are deleted and replaced by the following:
  - (a) When the spring time change occurs, employees will receive 12 hours straight time when they work the 12-hour shift.
  - (b) When the fall time change occurs, employees will receive 12 hours straight time and one hour overtime when they work the 12-hour shift.

## **ARTICLE 19.00 - ANNUAL VACATION**

- (c) Clauses 19.01 to 19.03 inclusive are deleted and replaced by the following:

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

After one year of Continuous Employment	111 hours
After eight years of Continuous Employment	148 hours
After 16 years of Continuous Employment	185 hours
After 25 years of Continuous Employment	222 hours

- 19.02
- (a) Advance draws on vacation entitlements are available to Permanent or Probationary Employees who have completed more than six months, but less than one year, of Continuous Employment.
  - (b) Employees covered by this clause may take up to 37 hours of vacation during their second six months of employment.
  - (c) Employees covered by this clause may also take up to 37 hours leave of absence

without pay during their second six months of employment.

- (d) The vacation and leave allowed by this clause are subject to agreement between employees and their immediate supervisors.

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

- (d) Sub-clause 19.06, paragraph (d) is deleted and replaced by the following:

- (d) If a holiday falls within an employee's vacation, the vacation shall be extended by seven hours and 24 minutes (7.4 hours).

- (e) Clause 19.08 is deleted and replaced by the following:

- 19.08
- (a) Employees are entitled to full vacation entitlement only if they have worked 90 per cent of their regularly scheduled work hours in the year which ended on their most recent anniversary date.
  - (b) For the purpose of this clause, statutory holidays and annual vacation count as Days worked.
  - (c) Employees who have worked less than 90 per cent of their regularly scheduled work hours in the year which ended on their most recent anniversary date shall be entitled to a vacation on a prorated basis bearing the same relationship to their regular vacation entitlement as the number of Days worked bears to 90 per cent of their regularly scheduled work Days. An example of the

calculation of prorated vacation entitlement  
can be found in Appendix G.

#### ARTICLE 21.00 - SHIFT DIFFERENTIAL

(9) Clause 21.02 is deleted and replaced by the following:

21.02 For each hour worked on a scheduled shift which begins between 1630 hours and 0830 hours, an employee will be paid, in addition to any other pay, a premium of:

- (a) \$1.27 in 1997; and
- (b) \$1.30 in 1998.
- (c) Future negotiated wage increases will be applied to the shift differential.

#### Additional Terms

1. If an employee is given time off with pay (whether for compassionate reasons, sickness and accident indemnity or some other reason), compensation will be based on a normal work Day of seven hours and 24 minutes (7.4 hours).
2. No overtime will be accrued as a result of the change to and from this shift schedule.
3. If, as a result of a shift schedule change, an employee's normal work week has averaged less than 37 hours over the shift cycle, **the** Company is entitled to recover this time during the next shift cycle.
4. If an employee owes time to the Company because of a shift schedule change, but is called out to work on his or her Day off, the time worked will be paid at overtime rates and not deducted from the time owed.

## APPENDIX F

### 12-HOUR SHIFTS - SYSTEM CONTROL CENTRE SHIFT WORKERS

#### INTRODUCTION

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

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

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

The parties agree that the following document shall be inserted as an appendix to the contract, acknowledging that where any provision of the contract conflicts with the agreements, the agreements shall prevail. The parties agree that if there are any problems *in* interpretation as a result of the consolidation of shift articles from the main body of the agreement, these problems will be addressed by the Employee Relations Council.

#### Application

1. This appendix applies to system control centre operators at the System Control Centre, Vegreville.

#### Changes to Agreement

2. For those employees *to whom* this appendix applies, all provisions of the collective agreement apply, except for Articles 15.00, 18.00, 19.00, and 21.00, which are amended and replaced with the following:

#### ARTICLE 15.00 HOURS OF WORK

- 15.01 Subject to the specific exceptions set out in this article:

**(a) Does not apply**

(b) the normal hours of work for non-office and technical employees shall be as set out in Table II.

15.02 The hours of work stated in this article are not a guarantee of any minimum or a restriction on any maximum hours to be worked.

**15.03 Does not apply**

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

(b) A mutual agreement will be put in writing and sent to the manager, human resources and the Association if:

(1) it is intended to last for more than six months; or

(2) it has lasted for six months, whether that was the intention or not.

15.05 Employees may exchange shifts, subject to the following rules:

(a) The exchange must be approved by a supervisor

(b) The arrangement for the exchange must be documented.

(c) The exchange must not result in the Company incurring any costs higher than those that would be incurred if the exchange were not allowed.

15.06 By mutual agreement with his or her supervisor, an employee may take time off without pay.

**15.07 Does not apply**

**15.08 Does not apply**

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



- (g) Hours of rest provided under this clause exclude travel time between the job site and the specified community, whether the travel is at the end of the work or travel to finish the next regularly scheduled shift.
- 15.10** Clauses **15.11** to **15.23** inclusive apply only to those non-office employees who work rotating shifts.
- 15.11** In January of each year, the Company will prepare a schedule showing which employees will work which shifts during the year. A copy of that schedule will be given to each affected Employee.
- 15.12** At each control centre, the Company will post the shift schedule covering, at minimum, the next 60 Days.
- 15.13** If the Company wishes to change the shift schedule, it shall post a revised schedule, signed and dated by the affected supervisor, on appropriate bulletin boards.
- 15.14** An employee is considered notified of a change in their schedule when given a copy of a new schedule, or when personally advised of the change by a supervisor, either by telephone or in person.
- 15.15** (a) This clause applies to employees during the portion of the shift schedule they are designated to work spare shifts.
- (b) Employees who are scheduled to work a day shift on a given Day must be given **48** hours notice if the Company reschedules them to work the night shift of that same Day. If the Company fails to give this notice, the employee will be paid at the overtime rate for the first such shift worked.
- (c) Employees who are scheduled to work a night shift on a given Day must be given **48** hours notice if the Company reschedules them to work the day shift of that same Day. If the Company fails to give this

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

- (d) Employees must be given **48** hours notice if the Company changes their schedule to require them to work on a Day that was previously scheduled to be a Day off. If the Company fails to give this notice, the employee will be paid at the overtime rate for the first shift worked.
  - (e) If an employee is scheduled to work an eight-hour spare and is rescheduled or called in to work a regular shift on the same Day, the employee will be paid at the overtime rate for those hours worked outside the hours the employee was originally scheduled to work.
  - (f) Subject to paragraph (e), an employee who is scheduled to work an eight-hour spare shift will be paid *at* the overtime rate for any hours worked beyond the scheduled hours.
- 15.16
- (a) Employees working spares shall be scheduled to work a 12-hour shift.
  - (b) The Company may change an employee's spare shift to eight hours by giving the employee **48** hours notice. If such notice is not given, then the employee will **be paid** at the normal rate for the originally scheduled **12** hours.
  - (c) An employee rescheduled to work an eight-hour spare can be rescheduled to work a 12-hour spare shift on **48** hours notice. If such notice is not given, then the employee will be paid at the overtime rate for any hours worked beyond the originally scheduled eight hours.
- 15.17
- (a) Employees who are scheduled to work a day shift on a given Day must be given **10** Days notice if the Company reschedules them to work the night shift of that same Day.

- (b) Employees who are scheduled to work a night shift on a given Day must be given 10 Days notice if the Company reschedules them to work the day shift of that same Day.
  - (c) If the Company fails to give the proper notice under this clause, an employee will be paid at the overtime rate for the first two affected shifts.
  - (d) This clause does not apply to employees working on a spare shift.
- 15.18 If a shift schedule change affects Days off in the 35-Day period following posting of the new schedule, the employee will be paid the overtime rate for the first five Days worked which, under the previous schedule, **would** have been Days off. This clause does not apply to operators working spares.
- 15.19
- (a) For the purposes of this clause, "master schedule" means the control centre schedule used to develop the individual schedules of employees.
  - (b) The parties acknowledge that each control centre has a master schedule as well as policies which govern how the master schedule is to be administered.
  - (c) The master schedule that was in effect on October 31, 1996 shall not be changed except in accordance with this clause.
  - (d) The Company will provide the Association with a copy of the master schedule and policies governing administration of that master schedule for each control centre.
  - (e) Where, due to changing business needs, the Company plans to change the master schedule at a control centre:
    - (i) the Company shall give the Association at least six months written notice of its plan;

- (ii) the manager and/or his designates will meet with the Association's designates to discuss the Company's plans and the method of implementation that minimizes negative impact on employees;
  - (iii) the parties will use their best efforts to work together to develop an acceptable means of administering the revised master schedule; and
  - (iv) the Company will file with the Association the revised schedule.
- (9) Either party may give the other notice of its desire to discuss any policy or the need for a policy relating to the administration of the master schedule. Within 15 days of such notice being delivered:
- (i) the manager and/or his designates will meet with the Association's designates to discuss the issue;
  - (ii) the parties will use their best efforts to work together to resolve the issue; and
  - (iii) the Company will file with the Association any new or revised policy.
- (g) Where the parties' best efforts **do** not result in a mutually acceptable resolution under paragraph (e) or paragraph (9), the Company may make such policy changes as it requires to meet its business needs.
- (h) For the purposes of Article 28.00 (grievance procedure), an action taken by a supervisor or manager under a policy described in this clause shall constitute a matter of application or administration of this agreement.
- (i) Each master schedule will specify the maximum number of consecutive 12-hour shifts an employee will be required to work. If, as a result of a schedule change, an employee works more consecutive 12-hour

shifts than allowed under the master schedule, the employee will be paid at the overtime rate for each shift in excess of the allowed maximum. This entitlement affects only those shifts added by the schedule change, not the shifts an employee was, prior to change, scheduled to work.

**15.20** Does **not** apply.

**15.21** Does **not** apply.

**15.22** Does **not** apply.

**15.23** Does **not** apply

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

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

#### **ARTICLE 18.00 HOLIDAYS**

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

New Year's Day  
Alberta Family Day  
Good Friday  
Easter Sunday  
Victoria Day  
Canada Day  
Labour Day

Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

- (b) If the Legislature of the Province of Alberta removes the designation of Alberta Family Day as a statutory holiday during the currency of this agreement, then Alberta Family Day will be removed from the list of holidays in sub-clause (a).
- 18.02 In addition, one Civic Holiday will be recognized and observed but only in a community in which it is officially declared. This holiday shall apply to all employees regularly based in the community. No employee will forfeit entitlement to a Civic Holiday because of a transfer to another location.
- 18.03 Employees will be paid for a holiday only if:
- (a) they have completed 30 Working Days or have worked 240 hours in the 12 months immediately preceding the holiday, and
  - (b) they work their scheduled shift immediately before and immediately after the holiday, unless absent due to sickness or accident, or by authority of the Company.
- 18.04 Any employee scheduled to work on a holiday will be paid:
- (a) at the overtime rate for the hours actually worked, and
  - (b) the normal Day's pay as provided for in clause 15.01.
- 18.05 Does not apply.**
- 18.06 When a holiday falls on an employee's regular Day off, that employee shall receive payment under paragraph (a) or paragraph (b), whichever is applicable:

- (a) If the employee's last shift worked immediately before the holiday was eight hours in length, and the employee's first shift worked immediately after the holiday was eight hours in length:
  - (i) eight hours pay at the employee's normal hourly rate in addition to regular pay, or
  - (ii) eight hours off with pay.
- (b) In any other case:
  - (i) 12 hours pay at the employee's normal hourly rate in addition to regular pay, or
  - (ii) 12 hours off with pay.

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

**ARTICLE 19.00 ANNUAL VACATION**

**19.01 Does not apply.**

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

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

(b) Employees covered by this Appendix who worked rotating shifts for more than 75 shifts in the previous calendar year will receive an additional 24 hours of vacation with regular pay each year to recognize

them for time they spend at work at shift-exchange times.

- 19.03 (a) Advance draws on vacation entitlement are available to Permanent or Probationary Employees who have completed more than six months, but less than one year, of Continuous Employment.
- (b) Employees covered by this clause may take up to 40 hours of vacation during their second six months of employment.
- (c) Employees covered by this clause may also take up to 40 hours leave of absence without pay during their second six months of employment.
- (d) The vacation and leave allowed by this clause are subject to agreement between employees and their immediate supervisors.
- 19.04 Part-time, Temporary and Casual Employees will be paid vacation pay as prescribed by law.
- 19.05 Vacation pay will be paid on a prorated basis to Permanent Part-time Employees and employees who are involved in Job-splitting or Job-sharing arrangements.
- 19.06 The following rules apply to the scheduling of vacation time:
- (a) Vacations may be taken at any time during the calendar year by mutual agreement between the employee and the supervisor, provided, however, that the scheduling is arranged to suit the work schedules of the Company.
- (b) Employees may take up to five Days of their vacation one Day at a time, subject to receiving the prior approval of their immediate supervisor and provided the scheduling does not unduly interfere with efficiency or incur overtime.



- (c) In the year in which an employee qualifies for an increased vacation entitlement, the additional Days may be taken only after the employee's anniversary date for vacation entitlement. "Anniversary date" is the anniversary of the date an employee is appointed as a Probationary Employee or a Permanent Employee, whichever is earlier.
- (d) If a holiday falls within an employee's vacation, the vacation shall be extended under paragraph (i) or (ii), whichever is applicable:
  - (i) If the employee's last shift worked before the holiday was eight hours in length, and the employee's first shift worked immediately after the holiday was eight hours in length, the vacation will be extended by eight hours.
  - (ii) In any other case, the employee's vacation will be extended by 12 hours.

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

- 19.08
- (a) Employees are entitled to full vacation entitlement only if they have worked 90 per cent of their regularly scheduled work hours in the year which ended on their most recent anniversary date.
  - (b) For the purpose of this clause, statutory holidays and annual vacation count as Days worked.
  - (c) Employees who have worked less than 90 per cent of their regularly scheduled work hours in the year which ended on their most recent anniversary date shall be entitled to a vacation on a prorated basis bearing the same relationship to their regular vacation entitlement as the number of Days worked bears to 90 per cent of their regularly scheduled work Days. An example of the calculation of

prorated vacation entitlement can be found in Appendix G.

- 19.09 Employees may apply in writing for permission to carry over any part of their vacation entitlement to the next year. Such application will be granted only if mutually acceptable to the employee and supervisor.
- 19.10 Employees will take their vacation in blocks made up of a whole shift. If the number of hours remaining in their vacation entitlement is less than a full shift, they shall receive a payout of the remaining entitlement.

#### **ARTICLE 21.00 SHIFT DIFFERENTIAL**

- 21.01 This article applies to employees who work straight or rotating shifts.
- 21.02 (a) In addition to any other pay to which they are entitled, employees will receive a shift premium for:
- (1) the last four hours of a regularly scheduled day shift; and
  - (2) each hour of a regularly scheduled night shift.
- (b) The shift premium will be:
- (1) \$1.27 per hour in 1997; and
  - (2) \$1.30 per hour in 1998.
- (c) Future negotiated wage increases will be applied to the shift differential.
- 21.03 Payment of a shift differential is subject to the following conditions:
- (a) It will be paid only if the employee works a scheduled shift.

- (b) It will be paid for all applicable hours of work, including overtime hours (but is paid at the same rate whether overtime or not).

**Additional Terms**

1. If an employee is given time off with pay (whether for compassionate reasons, sickness and accident indemnity or some other reason), compensation will be based on a normal work Day of eight hours.
2. If, as a result of a shift schedule change, an employee's normal work week has averaged less than 40 hours over the shift cycle, the Company is entitled to recover this time during the next shift cycle.
3. If an employee owes time to the Company because of a shift schedule change, but is called out to work on his or her Day off, the time worked will be paid at overtime rates and not deducted from the time owed.

## APPENDIX G

### PRO-RATED VACATION ENTITLEMENT CALCULATION

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

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

#### Assumptions

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

#### Pro-Rate Vacation Calculation

# Work Days in a Year - # of regularly scheduled work days missed in the year  
**90% of the Work Days in a Year**

261 Work Days - 70 Days  
235 Work Days

□ 0.813

#### Vacation Entitlement

Multiply 0.813 by the Normal Vacation Entitlement of 20 Days.  
 $0.813 \times 20 \text{ days} = 16.25 \text{ days}$ . (Always round up). Therefore the employee is entitled to 17 days of vacation.

**LETTER OF AGREEMENT  
RE: JOB-ASSESSMENT PROCESS**

**PREAMBLE**

1. Alberta Power Limited ("the Company") and Alberta Power Employees' Association ("the Association") are parties to a collective agreement made as of the 1st day of January, 1997.
2. As part of its on-going process, the parties have established a body called the Employee Relations Council ("ERC") to deal with concerns and issues about the collective agreement and other matters.
3. As part of the discussions leading to the collective agreement, the parties discussed certain issues related to the *job-assessment* procedure contained in Article 13 of the collective agreement. The parties concluded that the issues involved required greater investigation and discussion than was possible at the time.

**AGREEMENT**

1. The Parties will establish a joint committee to review the *job-assessment* process, as contained in the collective agreement and the policies and practices of the Company.
2. Without restricting the generality of paragraph 1, the joint committee shall specifically consider:
  - (a) recommendations *on how to create* a process to ensure that an employee and the Association receive an explanation for a decision made during an assessment as described in Article 13.00 of the collective agreement; and

- (b) whether the appeal process established in Article 13.00 of the collective agreement should be amended.
- 3. The manager of human resources of the Company and the president of the Association shall each name two members to the joint committee.
- 4. The joint committee shall meet and carry out its deliberations with all possible dispatch, and shall submit its final report to ERC no later than December 31, 1997.

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

**LETTER OF AGREEMENT  
RE: DISCIPLINARY PROCESS**

**PREAMBLE**

1. Alberta Power Limited ("the Company") and Alberta Power Employees' Association ("the Association") are parties to a collective agreement made as of the 1st day of January, 1997.
2. **As** part of its on-going process, the parties have established a body called the Employee Relations Council ("ERC") to deal with concerns and issues about the collective agreement and other matters.
3. **As** part of the discussions leading to the collective agreement, the parties discussed certain issues related to disciplinary action which may be taken toward members of the Association. The parties introduced a new article (Article 28.00) which addressed some of those issues. However, the parties recognize that the matters of concern go beyond the collective agreement and involve policies and practices of the Company. The parties concluded that the issues involved required greater investigation and discussion than was possible at the time.

**AGREEMENT**

1. The Parties will establish a joint committee to review the issue of how discipline is handled within the Company and recommend how discipline should be handled.
2. Without restricting the generality of paragraph 1, the joint committee shall specifically consider:
  - (a) the definition of discipline;
  - (b) the issue of penalties meted out as a response to incidents;

- (c) how incidents are investigated before disciplinary action is taken;
  - (d) whether an appeal mechanism other than the grievance procedure needs to **be** introduced and, if so, how such **a** mechanism should operate;
  - (e) how employees, supervisors and managers can be trained about the appropriate means of dealing with disciplinary issues; and
  - (f) means *of* maintaining the currency *of* any polices and agreements related to discipline.
3. The manager of human resources of the Company and the president of the Association shall each name members to the joint committee.
  4. The joint committee shall meet and carry out its deliberations with all possible dispatch, and shall submit its final report to ERC no later than December 31, 1997.

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