

Agreement

between



and



CANADIAN
ENERGY WORKERS
ASSOCIATION

January 1, 2012 to December 31, 2013

12855 (05)

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AGREEMENT

THIS AGREEMENT made as of the first day of January A.D. 2012 and consolidated herein between:

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

OF THE FIRST PART,

AND

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

OF THE SECOND PART.

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

AND

Whereas by Certificate No. 91-2001, dated the 23rd day of March, 2001 and issued by the Labour Relations Board for the said Province (hereinafter called "the Board") and made pursuant to the provisions of the *Alberta Labour Act*, the Association has been certified as bargaining agent for a unit of employees of the Company comprising: "all employees except those employed as managers, department heads, in professions and in confidential capacities". The above certification No. 91-2001 is hereinafter referred to as "the Certificate".

SPIRIT OF AGREEMENT

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

AND

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

AND

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

AND

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

AND

This Agreement further recognizes that all successful employer-employee relations must be mutually advantageous, fair and just, not more favorable 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, 2012 to December 31, 2013 and from year to year thereafter, unless notice of intention to negotiate a replacement agreement is given, as required in Clause 1.02.
- 1.02 If either the Company or the Association wishes to negotiate a new collective agreement to replace this agreement, it must give the other party notice no later than September 15 in the final year of the agreement.
- 1.03 If either party gives notice of their intention to negotiate a new collective agreement to replace this agreement, the parties shall meet and exchange proposals no later than September 15 in the final year of the agreement. The parties will then undertake negotiations for a new agreement.
- 1.04 The terms of this collective agreement will remain in effect and continue to bind the parties while negotiations are in process towards a new agreement and until a new collective agreement is established.
- 1.05 The parties may mutually agree to engage a mediator prior to forwarding unresolved issues to the arbitration board.
- 1.06 If negotiations reach an impasse, the parties shall establish a new collective agreement to replace this agreement through Voluntary Interest Arbitration in accordance with Article 35.00 of this agreement and Part 2, Division 15 of the *Labour Relations Code*.
- 1.07 Prior to the convening of an arbitration board under Article 35.00, employees will have the opportunity to ratify those terms of the collective agreement that have been agreed to by the parties.

ARTICLE 2.00 DEFINITIONS AND INTERPRETATION

- 2.01 For the purposes of this collective agreement,
"Association" means the Canadian Energy Workers Association.

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

"Company" means ATCO Electric Ltd.

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

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

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

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

"Job Class" means all Jobs in the Company with the same basic title; e.g., all Clerk I/II's constitute a Job Class, all Clerk III's constitute a separate Job Class.

"Job Posting" means a document that invites applications for a vacant Job or a new Job.

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

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

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

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

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

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

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

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

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

ARTICLE 3.00 TEMPORARY AND PERMANENT PART-TIME EMPLOYEES

- 3.01 A Temporary Employee, other than those working on a special, limited-term project, cannot work more than 60 percent of the normal hours per year for the Job in which he is placed.
- 3.02 The regularly scheduled hours of a Permanent Part-time Employee will not be more than 80 percent of the normal hours (on an annual basis) for the Job in which he is placed. Any overtime hours worked do not count toward the 80 percent calculation.
- 3.03 Permanent Part-time Employee may be required to work more than his regularly scheduled (pre-set) hours of work. When he does, he will be paid at his regular hourly rate of pay for time worked up to the normal hours for his Job Class.
- 3.04 The Company will not use a Temporary or Permanent Part-time Employee to displace any Permanent Employee or Job or to reduce the regular hours of work of any Permanent Employee or Job. This clause will not apply to cases where Article 4.00 (Job-sharing) or Article 5.00 (Job-splitting) applies.

ARTICLE 4.00 JOB-SHARING

- 4.01 Two employees may apply to the Company for permission to jointly fill one permanent Job.
- 4.02 The Company is not obliged to agree to such a request.
- 4.03 If the Company agrees to such a request, the two employees, their manager on behalf of the Company and the Chapter or CEWA President shall sign a Job-sharing agreement.
- 4.04 The Job-sharing agreement will set out the terms of the arrangement, including the right of either employee to withdraw from the arrangement after giving a certain amount of notice.
- 4.05 The Job-sharing agreement will also include the Company's right to terminate the arrangement if it proves unsatisfactory and will explain what will happen to the employees if the Company withdraws its consent.
- 4.06 Nothing in a Job-sharing agreement may contradict this collective agreement.
- 4.07 If either employee involved in a Job-sharing agreement withdraws from the arrangement, the other employee must fill the Job on a full-time basis.
- 4.08 The Company shall send the Association a copy of every Job-sharing agreement as soon as it has been signed.
- 4.09 Article 3.00 does not apply to Job-sharing as these employees are deemed to be working under a special arrangement as noted in this article. Employees in a Job-sharing agreement qualify for premium pay under Article 16.00 for hours worked in excess of their normal hours even if they have not reached the normal daily or weekly hours for their Job Class.

ARTICLE 5.00 JOB-SPLITTING

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

ARTICLE 6.00 NOTICES

- 6.01 Except where otherwise provided in this collective agreement, any notice required to be given by this collective agreement will be in writing and will be delivered by e-mail, by hand, by mail or by facsimile.

- (a) Notices to the Association will be sent to the attention of the Business Manager of the Association at the Association's office, located at:

9908 106 Street
Edmonton, AB
T5K 1C4

- (b) Notices to the Company will be sent to the attention of the Senior Manager, Human Resources at the Senior Manager's office, located at:

10035 105 Street
Edmonton, AB
T5J 2V6

Each party will notify the other of the address or secure facsimile number to which notices are to be sent and may, from time to time, change that information by notice to the other party.

6.02 Notice is deemed to be given:

- (a) on the Day after the notice is delivered by e-mail*
- (b) on the Day after the notice is sent by hand
- (c) five full Days after the notice is facsimiled*
- (d) five full Days after the notice is mailed.

* Both e-mail and facsimile require follow-up with a hard copy.

Saturdays, Sundays and holidays are excluded from time specifications outlined in Clause 6.02.

6.03 In the event of anticipated or existing postal disruption, all notices will be delivered by e-mail, by hand or by facsimile and not mailed.

ARTICLE 7.00 RECOGNITION AND APPLICATION

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

ARTICLE 8.00 VIOLENCE, HARASSMENT AND DISCRIMINATION

- 8.01 The Association and the Company are committed to working together to provide a work environment that is free from violence, bullying, harassment and discrimination.
- 8.02 The Association and the Company will not discriminate against an individual on any basis prohibited by applicable labour and human rights legislation, including the *Alberta Human Rights, Citizenship and Multiculturalism Act*.
- 8.03 The Company will not discriminate against an employee because of his connection with the Association or activities related to the Association that are permitted by the Company, sanctioned by the collective agreement or in accordance with rights and privileges defined in the *Labour Relations Code* or the *Employment Standards Code*.
- 8.04 The Association will not discriminate against an employee because of non-membership in the Association or in accordance with rights and privileges defined in the *Labour Relations Code* or the *Employment Standards Code*.

ARTICLE 9.00 RIGHTS OF MANAGEMENT

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

- 9.02 The Company has exclusive rights over all matters not addressed by this collective agreement and, in general, retains the residual rights of management.
- 9.03 Only specific provisions of this collective agreement can serve to abridge any of the Company's rights.
- 9.04 Without restricting the generality of this article, the Company may hire, classify or promote any employee. The Company may also, for just cause, discipline, demote for disciplinary reasons, suspend or discharge any employee.
- 9.05 The Company's rights shall be exercised in accordance with its commitments and responsibilities.

ARTICLE 10.00 CONTINUITY OF SERVICE

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

ARTICLE 11.00 PROBATIONARY PERIOD

- 11.01 A person hired for a Permanent or Permanent Part-time Job will formally be appointed to that Job only after completing a probationary period.
- 11.02 The probationary period, which will not be more than six months in length, is designed to allow the Company to assess an employee.
- 11.03 During the probationary period, the Company may terminate an employee after fair and appropriate consideration.
- 11.04 The employee's performance will be reviewed and discussed between the supervisor and the employee periodically during the probationary period. The final performance review will take place during the last 30 Days of the probationary period.

- 11.05 When a person hired for a permanent Job successfully completes the probationary period, the employee shall be formally appointed to the Job. The appointment shall be confirmed, in writing, to the employee within seven Days of the end of the probationary period.
- 11.06 When a person is hired for a permanent Job, the probationary period will be reduced as follows:
- (a) If the person has been employed by the Company in the same Job, the probationary period will be reduced by the period of time worked in that Job.
 - (b) If the person has been employed by the Company in Job-related duties for more than three months, the probationary period will be reduced by at least three months.
 - (c) If the person has been employed by the Company in Job-related duties for less than three months, the probationary period will be reduced by the actual amount of time the employee has spent in Job-related duties.

ARTICLE 12.00 TEMPORARY ASSIGNMENT TO HIGHER CLASSIFICATION

- 12.01
- (a) Supervisors may, at their discretion, temporarily assign a Permanent or Probationary Employee to a Job that has a higher maximum rate of pay than the employee's current Job.
 - (b) Any such assignment shall be in writing.
 - (c) For assignments of less than three months, the Company will reinstate the employee in the position occupied when the temporary assignment started, unless the employee, the Association and the Company mutually agree otherwise.
 - (d) For temporary assignments to a higher classification that have a term greater than three months, the documentation

shall be in accordance with the Letter of Agreement -
Temporary Assignment of Permanent Employees.

12.02

- (a) When an employee is temporarily assigned to a Job that is covered by this collective agreement, the employee's rate of pay while so assigned shall be calculated, from the first Day, as follows:
 - (i) The rate shall usually be equal to the employee's normal pay plus one increment, as identified for the employee's normal Job.
 - (ii) If the rate set out in sub-paragraph (i) is less than the minimum of the salary range for the Job to which the employee is assigned, the employee shall be paid the minimum rate for that Job.
 - (iii) If the rate set out in sub-paragraph (i) is higher than the maximum of the salary range for the Job to which the employee is assigned, the employee shall be paid the maximum rate for that Job.
- (b) While acting in a Job to which this clause applies, the employee's salary in the acting Job will be used as the basis for overtime and any other payment that relates to the employee's hourly rate of pay.

12.03

- (a) An employee who is temporarily assigned to a Job that is outside the scope of this collective agreement will be paid, from the first Day, at a rate of five percent higher than the employee's normal pay.
- (b) Prior to the temporary assignment taking effect, the employee and supervisor will sign a written agreement that outlines any additional increment (not to exceed five percent) that may be payable during the temporary assignment and the time and conditions under which such payment shall be made.
- (c) While acting in a Job to which this clause applies, the employee's salary in the acting Job will be used as the basis for overtime and any other payment that relates to the employee's hourly rate of pay.

- 12.04 An employee on temporary assignment will be paid at the Job rate of the higher classification for any annual vacation and the first 14 Days of sick leave if:
- (a) the employee has been in the temporary assignment for at least 30 Days before the vacation or sick leave and
 - (b) the employee continues the temporary assignment following the employee's return from annual vacation or sick leave.
- 12.05 An employee who remains in a temporary assignment for more than one year will receive the increments that would be awarded to an employee in the Job to which the temporary assignment has been made, so long as the employee remains in that Job. This is not to be deemed as a change in the employee's permanent Job Class.
- 12.06 An employee serving in a temporary assignment is entitled to receive the increments he would have received in his regular Job.
- 12.07
- (a) For salary administration purposes, an employee who remains in a temporary assignment to a higher classification for more than three (3) consecutive months will have his temporary assigned pay added to his base salary on the payroll system. This is not deemed to be a permanent change in the employee's salary.
 - (b) The new temporary salary will be effective immediately following the third month and will be retroactive to the first day of the assignment for pension purposes.
- 12.08 When an employee is assigned to be a designated Subject Matter Expert (SME) for the purposes of specific focused training (including preparation, classroom and field time), he shall be paid, from the first Day, an amount equal to his normal pay plus one increment in his present classification.

ARTICLE 13.00 JOB CLASSES, DESCRIPTIONS, EVALUATIONS AND ASSESSMENTS

Interpretation

13.01 For the purposes of this article,

- (a) "Evaluation Plan" means a formal system adopted for determining the relative value of a Job or Job Class and setting out specific criteria for making that determination.
- (b) "Assessment" means measuring a specific Job or Job Class within the Company against
 - (i) standards in a formal Evaluation Plan, if one exists for the schedule in which the Job is listed or
 - (ii) any other relevant standards, if no Evaluation Plan exists for that Job Class.

Evaluation Plans

13.02 The Association acknowledges that the Company has adopted an Evaluation Plan for those Job Classes listed in schedules 49A, 49B and 50 of this collective agreement. The Company agrees to notify the Association if an Evaluation Plan is adopted for any other schedule.

New Classifications

13.03

- (a) The Company may establish and implement a new Job or Job Class and set the wage rate for it. The Company will notify the Association of the new Job or Job Class and wage rate within 14 Days of establishing it.
- (b) The parties agree to discuss, as necessary, whether or not Jobs should fall within the scope of this collective agreement. In these discussions, the parties will be guided by any criteria that have been agreed upon between them.

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

Assessments

- 13.05 When significant changes occur in a Job or Job Class, such that an employee, the Association or the Company feels the Job may be in an inappropriate Job Class:
- (a) An employee may request that his Job be assessed by sending a written request and a position fact sheet to the manager of human resources and to the Association, in which case, the Company will begin the Assessment within 30 Days of receiving the request.
 - (b) The Association may request that a Job or Job Class be assessed by sending a written request and a position fact sheet to the manager of human resources, in which case, the Company will begin the Assessment within 30 Days of receiving the request.
 - (c) The Company may, on its own initiative, assess a Job or Job Class, in which case, it shall notify the Association, in writing, within five Days of beginning the Assessment.
- 13.06 The Company will complete the Assessment as quickly as possible, but no later than 90 Days after the request was received or the notice was given, as the case may be.
- 13.07 The Company will give notice of the results of the Assessment, and the reasons for the decision, to the Association, the employee who initiated the Assessment and the employee's supervisor, within five Days of completion of the Assessment.
- 13.08 If the Association disagrees with the Assessment, it may initiate an appeal using the procedure set out in Clause 13.09.

Appeal Procedure

- 13.09 The Association shall begin an appeal by giving notice to the Company's manager, human resources within 14 Days of receiving notice of the Company's decision.
- 13.10 The appeal will be dealt with by a resolution committee.
- 13.11 The Association will, in its notice of appeal, name a representative to the resolution committee.

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

Retroactivity

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

Changes in Job Class

- 13.19 The Company will give the Association written notice of changes of an employee's Job or Job Class. No notice is required in the case of progression movement as set out in Clause 14.18 Job Progression.

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

- 14.01 The Company is committed to the development of employees from within the bargaining unit. This commitment is discussed in more detail under the Letter of Agreement – Job Posting in this collective agreement.
- 14.02 The Company will issue a Job Posting whenever there is a vacancy in a permanent Job or a new permanent Job is created that is within the scope of this collective agreement, subject to Clause 14.03.
- 14.03 The Company is not required to issue a Job Posting:
- (a) for Job progressions as Job progression does not constitute a new or vacant Job
 - (b) before hiring a Part-time Employee or a Temporary Employee
 - (c) if a Job has been assessed or evaluated to a Job Class with a higher maximum wage rate and the person who held the Job before the assessment or evaluation remains in the Job
 - (d) when the Company decides that a vacant permanent Job will not be filled
 - (e) under circumstances outlined in Clause 14.08.

- 14.04 The Company will inform the Association when it decides a vacant permanent Job will not be filled.
- 14.05 The Company will post a Recruitment Report that provides information about Job Postings on the Company's intranet. A copy of the Recruitment Report will also be forwarded to the Association monthly. Local management will meet with an Association representative to review vacancies in the area and discuss how workload will be managed.
- 14.06 Job Postings will be placed on bulletin boards throughout the Company and remain there for 14 Days. A copy of the Job Postings will be sent to the Association.
- 14.07 A Job Posting will contain information as to the minimum education and experience required for the Job. If the Job is one for which there is a normal progression track, the Job Posting will also list the qualifications required for progression. The Job Posting will provide the name of a person who, on request, will give particulars related to the Job to any bargaining unit member.
- 14.08
- (a) When
- (i) an employee is selected for a Job for which a Job Posting was issued and
- (ii) that employee's successor is selected as a result of a Job Posting,
- the Company may fill the successor's Job without a Job Posting. If an employee is appointed to that unposted Job, the Company may appoint his successor without a Job Posting. If a further vacancy occurs as a result of this second appointment, it will be posted.
- (b) The Company will issue a bulletin board notice advising of a Job vacancy under this clause, even when it is not required to post the vacancy.
- (c) Unless an appointment is a lateral move within the same Job Class, the following lead Jobs under technical and trades will be excluded from 14.08.
- (i) 558500 Power Line Technician Team Lead – Line

559500 Power Line Technician Team Lead – Service
581801 Meter Technologist, Team Leader
581802 Communication Technologist, Team Leader
587900 Lead Equipment Mechanic
586901 Lead Maintenance Technician
585800 Electrical Technologist, Team Leader
585801 Technical Resources Technologist, Team Leader
580600 Power Line Surveyor, Team Leader
585802 Mechanical Technologist, Team Leader

(ii) The Company will inform the Association before it makes the decision to move an employee in a lead Job laterally within the same Job Class.

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

14.10 In selecting a person to fill a vacancy, the Company will consider first the applicants from within the bargaining unit, as identified in Clause 14.01, who meet the minimum qualifications outlined on the Job Posting before it considers external applicants. In making its decision, the Company will consider the following criteria (not listed in order of priority): related ability, education and Job-related experience and performance.

14.11 If two or more candidates equally meet the criteria,

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

(b) in deciding among Permanent Employees, the candidate with the greatest length of service with the Company will be selected.

14.12 The Company may fill or decline to fill any Job that has been posted. If it decides to fill the Job, it will attempt to make its selection within 30 Days of the close of the Job Posting.

14.13 When the Company fills a posted Job, it will, within two Days of the selection (excluding Saturday, Sunday and holidays), send a notice to all applicants by Company mail.

14.14

- (a) An employee who applied for, but was not selected for, a posted Job may ask for reasons for not being selected.
- (b) The request will be in writing and will be sent to the person named as the information contact in the posting within five Working Days of the employee receiving notice of the selection decision. The employee will send a copy of the request to the manager, human resources and to the Association.
- (c) Within five Working Days of receiving the request, the person to whom it was sent will give written reasons for the selection decision.

14.15 The Company may, but is not obliged to, consider the applications of employees who have been in their present Jobs and locations for less than two years. The Company is, however, obliged to consider applications of employees who are applying for a Job that has a higher maximum rate of pay than their current Job.

14.16 When an employee is to take up a new Job as a result of a Job Posting, the change will take place within four weeks of the employee's selection for the Job, unless a later date has been specified on the Job Posting. Should there be good and sufficient reason why the change to the new Job cannot be made within the four-week period, the employee shall be notified in writing as to the reasons for the delay and shall be given a specific date on which the change shall be made.

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

- (a) The Company may subsequently appoint that employee to another Job, at the same or lower classification, without first issuing a Job Posting. In such a case the provisions of Clauses 14.02 to 14.16 are waived for that appointment only.
- (b) The Company will give first consideration to the employee's preferred locations when deciding where to transfer that employee.

- (c) When the Company moves a person as described in paragraph (a) into a Job with a lower salary range, the employee's salary will be maintained at its current level until the salary range for the new Job incorporates the employee's salary.

JOB PROGRESSION

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

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

PROGRESSION FROM

450100 Real Time Systems Analyst I
460100 Assistant Transmission Operator
510000 Draftsman - Trainee
510100 Draftsman I
510010 Draftsman Trainee
510110 Draftsman I
511100 Engineering Assistant I
511110 Engineering Assistant I
530100 Customer Service Representative I
531100 District Service Representative I
531500 Work Desk Representative Entry
535000 Land Agent Entry
570100 Warehouseman
573000 Equipment Operator - Entry
574000 Tower Technician, Entry
580200 Power Line Surveyor Entry
581101 Meter Technologist Entry
581102 Communication Technologist Entry
585100 Electrical Technologist Entry
585101 Technical Resources Technologist Entry
585102 Mechanical Technologist Entry

PROGRESSION TO

450300 Real Time Systems Analyst II
460500 Transmission Operator
510100 Draftsman I
510500 Draftsman II
510110 Draftsman I
510510 Draftsman II
511300 Engineering Assistant II
511310 Engineering Assistant II
530300 Customer Services Representative II
531200 District Service Representative II
531600 Work Desk Representative Qualified
535100 Land Agent
570300 Senior Warehouseman
573100 Equipment Operator
574100 Tower Technician, Qualified
580400 Power Line Surveyor
581301 Meter Technologist Qualified
581302 Communication Technologist Qualified
585300 Electrical Technologist Qualified
585301 Technical Resources Technologist Qualified
Mechanical Technologist Qualified

ARTICLE 15.00 HOURS OF WORK

Refer to the appropriate section; i.e., Office, Technical & Trades, Rotating Shifts.

ARTICLE 16.00 OVERTIME

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

16.02

- (a) The parties agree that there may be work-related activities that take place outside normal hours of work. An employee who is instructed or directed to participate in a mandatory activity outside his normal hours of work will be paid at the overtime rate for any time that exceeds his normal hours of work.

- (b) The parties agree there may be situations where work or activities have mutual benefits to the Company and an employee. In such cases, the Company may invite an employee to undertake such work or activities. An employee may accept or decline the invitation. Where an employee accepts the invitation, the Company will pay the employee at his normal rate of pay for any time that exceeds his normal hours of work. This sub-clause 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 16.02 (a).
- (c) The parties agree that volunteering and community spirit benefit the Company, employee and community. The Company may invite volunteers or the employee may request to volunteer. An employee who volunteers to participate in a discretionary activity will not receive compensation for time that exceeds his normal hours of work. The Company will establish if an activity is discretionary when it invites volunteers or accepts the employee's request to volunteer.

16.03 An employee will be scheduled to travel during normal working hours when required to travel for training, interviews or for functions referred to in Clauses 16.02(a) or 16.02(b). This is the preference of both the Company and the Association and scheduling should reflect this preference, whenever possible.

- (a) If, due to Company requirements, the employee is not able to travel during normal working hours, the employee will be paid at the overtime rate.
- (b) By joint agreement with the supervisor, alternate arrangements may be made in the interest of the employee's work-life balance, in accordance with the following:
 - (i) Travel may be allowed outside the Working Day and paid at straight time if, for example, the employee preferred to travel on Sunday to participate in training held on Monday.
 - (ii) Time may be provided in lieu for the employee to travel on his "own time"; for example, four hours off on Friday when travel would have occurred and

the travel occurs on Sunday, without pay, prior to Monday training.

Such exceptions (in (b) above) will not be unreasonably withheld.

- (c) An apprentice who travels on a scheduled day off or outside of his regular hours of work for the purpose of attending Apprenticeship Period Training will be paid straight time pay for all hours traveling to such training. Where reasonable, the Company shall arrange travel during regular work hours.

Under no circumstances shall a Working Day exceed 12 hours in length, including travel time, for this clause.

ARTICLE 17.00 LEFT BLANK INTENTIONALLY.

ARTICLE 18.00 HOLIDAYS

Refer to the appropriate section; i.e., Office, Technical & Trades, Rotating Shifts.

ARTICLE 19.00 ANNUAL VACATION

Except as otherwise noted, the provisions of Article 19.00 apply to a Probationary Employee and a Permanent Employee.

19.01 An employee is entitled to annual vacation with regular pay on the following basis:

- (a) Vacation is calculated and displayed as per the Vacation Entitlement Table in Clause 19.01 (d).
- (b) An employee earns a portion of his vacation entitlement each pay period.
- (c) In the first calendar year of employment, an employee's vacation entitlement is prorated, based on the employee's date of hire. Prorated hours are rounded up to the nearest half day. The employee is eligible to take a prorated

number of vacation hours between his date of hire and the end of the calendar year in which he was hired.

Vacation Entitlement X Remaining Days in the Calendar Year (from date of hire)

365 Days/year

- (d) Following the year of hire, a Permanent Employee is entitled to take his full vacation entitlement, as provided for in the Vacation Entitlement Table, on January 1 of each year.

VACATION ENTITLEMENT TABLE

Completed Years of Service in the Calendar Year	Annual Vacation Entitlement	Annual Vacation Entitlement (based on 7.5 hours/Working Day)	Annual Vacation Entitlement (based on 8 hours/Working Day)	Annual Vacation Entitlement (based on 12 hours/Working Day)
0-7	3 weeks/15 Days	112.5 hours	120 hours	120 hours
8-15	4 weeks/20 Days	150 hours	160 hours	160 hours
16-24	5 weeks/25 Days	187.5 hours	200 hours	200 hours
25 years +	6 weeks/30 Days	225 hours	240 hours	240 hours

- (e) Increased vacation entitlement is effective January 1 of the year in which an employee qualifies for the increased vacation entitlement.

19.02 An employee’s vacation entitlement is documented on his biweekly statement of earnings and deductions.

- (a) Vacation entitlement is recorded in hours.
- (b) Vacation entitlement is displayed as a negative balance if an employee uses vacation entitlement before it is fully earned.
- (c) An employee who leaves the Company while his vacation entitlement reflects a negative balance is required to repay those hours to the Company.

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

19.04 A Permanent Part-time Employee is entitled to annual vacation with regular pay, on a prorated basis. A Permanent Part-time Employee is paid vacation pay for hours worked in excess of his normal hours; however, vacation pay does not apply on overtime hours where premium overtime rates apply.

19.05 The following rules apply to scheduling vacation time:

- (a) Vacation may be taken at any time during the calendar year, by mutual agreement between the employee and the supervisor, provided the scheduling is arranged to meet the work schedules of the Company. Vacation time off will not be denied on the basis of an employee not having earned his eligible entitlement.
- (b) The employee may take vacation in half Day or one Day increments, provided scheduling is arranged to meet the work schedules of the Company.
- (c) If a holiday falls within an employee's vacation, the vacation time will be extended by one Working Day, equal to the greater of the daily scheduled hours worked immediately before or immediately after the vacation.

19.06 For the purpose of this article, statutory holidays and annual vacation count as Days worked.

19.07 An employee who is absent from work for one or more of the following reasons earns vacation entitlement as follows:

- (a) Short Term Disability – The employee continues to earn vacation entitlement during short term disability up to 17 weeks.
- (b) Leave due to Work-related Injury – The employee continues to earn vacation entitlement during WCB up to 17 weeks.
- (c) Leave with Pay – The employee continues to earn vacation entitlement.
- (d) Maternity Leave – The employee continues to earn vacation entitlement during the disability portion of the leave; no vacation is earned on the remainder of the leave.

- (e) Long Term Disability – When an employee’s status changes to long term disability, he ceases to earn vacation.
- (f) Parental Leave – The employee does not earn vacation while on parental leave.
- (g) Leave of Absence without Pay – The employee does not earn vacation while on approved leave of absence without pay greater than two weeks.

19.08 An employee’s years of continuous service remain intact while the employee is absent from work for the causes outlined in Clause 19.07.

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

ARTICLE 20.00 CALL OUT

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

20.02

- (a) An employee who is called out within two hours of the start of the employee’s regularly scheduled Working Day or regularly scheduled shift will be paid for the time actually worked before the start of that shift.
- (b) An employee who is called out within one hour after the regularly scheduled Working Day or regularly scheduled shift will be paid for the time actually worked or for one hour, whichever is greater.
- (c) An employee who is called out at any other time will be paid for the time actually worked or for two hours, whichever is greater.
- (d) An employee who is called out within three hours of the start of his regularly scheduled Working Day or shift and works continuously into his regularly scheduled hours will be paid:

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

20.03 An employee who is called out is deemed to be on duty for the minimum period set out in Clause 20.02 or until the work for which he has been called out is completed. Further calls received during this period will be considered a continuation of the initial call and not subject to callout pay.

ARTICLE 21.00 SHIFT DIFFERENTIAL

Refer to Rotating Shifts section.

ARTICLE 22.00 STANDBY

22.01

- (a) An employee who is requested to standby shall be paid as follows:
- (i) where the standby period begins on a regularly scheduled Working Day or regularly scheduled shift, an amount equal to one hour of the employee's regular pay for each Day of that standby period
 - (ii) where the standby period begins on a regularly scheduled Day of rest, an amount equal to two hours of the employee's regular pay for each Day of that standby period
 - (iii) where the standby period begins on a recognized holiday, an amount equal to three hours of the

employee's regular pay for each Day of that standby period.

- (b) The standby pay provided for under Clause 22.01 (a) will not be less than:
 - (i) \$29.34 when standby begins on a regularly scheduled Working Day
 - (ii) \$76.63 when standby begins on a scheduled Day of rest or recognized holiday.
- (c) An employee who is scheduled by the Company to standby for more than 126 Days in a calendar year shall be paid 1.5 times the applicable rate set out in paragraph (a) for every Day he is scheduled to standby after the 126th Day.
- (d) An employee who is scheduled by the Company to standby for more than 150 Days in a calendar year shall be paid 2.5 times the applicable rate set out in paragraph (a) for every Day he is scheduled to standby after the 150th Day.

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

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

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

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

22.06 For the purposes of this article:

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

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

ARTICLE 23.00 HEIGHT PAY

Refer to the Technical & Trades section.

ARTICLE 24.00 BOARD AND LODGING

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

24.02

- (a) When an employee is working away from his Home Base and such work requires an overnight absence, the Company will reimburse the employee for the cost of reasonable meals, unless the meals were provided at no charge or as part of a registration fee.
- (b) The employee may, at the employee's option, claim either:
 - (i) the actual cost of the meals, evidenced by a receipt, or
 - (ii) the following allowances for each meal:

Breakfast	\$11.00
Lunch	\$13.00
Dinner	\$24.00
- (c) A choice in 24.02(b) above will apply for the duration of the work assignment or on a week to week basis. Exceptions may be considered by the supervisor.

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

- 24.04 An employee who is required by the Company to be away from his Home Base overnight will be paid \$6.50 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 Working Day or shift, the Company shall provide the employee with a meal.
 - (d) If the employee takes a meal break on site, the break does not exceed 30 minutes and the employee continues working after the meal break, the employee will be paid at the overtime rate for the meal break.
 - (e) In lieu of providing the meals set out in this article, the Company may, at its option, pay an employee the amount noted for dinner in 24.02 (b) (ii) for each meal to which the employee is entitled.
 - (f) The employee and supervisor may agree to a practical application of the arrangements in this article.
- 24.07 Where an employee requests a temporary change in work location for family or compassionate reasons the supervisor, in consultation with the employee, will determine if they qualify for any board and lodging in Clauses 24.01 to 24.04.

ARTICLE 25.00 BEREAVEMENT LEAVE

- 25.01 An employee, in the event of a death in the immediate family, is entitled to bereavement leave. "Immediate family" includes parent, sibling, spouse (including common-law), child, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent (including spouses), grandchild, step-relatives at the same levels, dependent relative living in the employee's household and an employee's child's other parent (not residing in the same household). This list is not meant to be exhaustive and should not be used to unreasonably refuse bereavement leave.
- 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 up to two additional Working Days for extended travel.
- 25.03 An employee will be allowed bereavement leave for an individual not listed in Clause 25.01, at the discretion of the Company. This discretion includes the authorization of time off without pay where deemed appropriate. In these circumstances, the employee will put forward their request in writing, and the supervisor will provide a written response to the employee.
- 25.04 As indicated in Clause 25.01, additional time off can be provided in extenuating circumstances at the discretion of the Company. The employee has the sole right to decide whether to use all or some of the bereavement leave and travel time.

ARTICLE 26.00 TERMINATION OF SERVICE

- 26.01 A Permanent Employee shall give the Company notice of intention to terminate employment as follows: a one-week notice if the employee has less than two years service; a two-week notice if more than two years service.
- 26.02 The Company shall give all non-permanent employees notice of its intention to terminate employment as required by the *Alberta Employment Standards Code*.

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

ARTICLE 27.00 MATERNITY AND PARENTAL LEAVE

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

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

Length of Time

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

Notice Requirements

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

- 27.02 If, during the 12 weeks immediately before the estimated date of delivery, the pregnancy of an employee interferes with the performance of her duties, the Company may give the employee written notice requiring her to start maternity leave. This clause may not be used if the employee is absent from work for medical reasons certified by a physician.
- 27.03 An employee who chooses not to take parental leave is entitled to a Day off with pay when his child is born or adopted, providing he was scheduled to work that Day.

ARTICLE 28.00 GRIEVANCE PROCEDURE

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

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

Facilitation

28.02

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

Discussions

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

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

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

28.04 At any time before a grievance is filed or during the grievance procedure, the employee involved may request a meeting with his Director or Vice President to try to resolve the issue. In the case of a Job Posting grievance, the employee may request a meeting with his Director or Vice President or with the Director or Vice President of the department that posted the Job.

28.05 Any grievance must be submitted within certain time limits:

- (a) In the case of a Job Posting, a grievance must be submitted within five Days of the employee receiving written reasons for his not being selected, as described in Clause 14.14.
- (b) In the case of a dismissal, a grievance must be submitted within 10 Days of the Association receiving written notice of the dismissal.
- (c) In any other case, a grievance must be submitted within 15 Days of the act giving rise to the grievance.

28.06

- (a) If the matter is not resolved, the disagreement may proceed to:
 - (i) Step 1, in the case of a disagreement that does not involve the discharge of an employee,
 - (ii) Step 2, in the case of a disagreement that involves the discharge of an employee.

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

Calculation of Time

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

- (a) Saturdays, Sundays and holidays will not be included in calculating time.
- (b) If either party fails to process the grievance within the time limits established, that party will be deemed to have conceded the grievance in favour of the other party.
- (c) The parties may jointly agree to extend time limits or to waive steps contained in this article. Any extensions and/or waivers must be documented in writing.

Step 1

28.09 The employee is responsible for initiating a grievance and submitting it in writing. The employee may seek assistance from the Association.

28.10 The grievance will include:

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

28.11

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

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

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

28.13 Within six Days of receiving the grievance, the manager will:

- (a) make a decision to either uphold or deny the grievance
- (b) communicate his decision, by telephone or in person, to affected employees and the Association
 - (i) When a Job Posting grievance is upheld, the first person advised of the grievance outcome will be the employee who was initially the successful candidate.
- (c) provide written notice of his decision to affected employees 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 collective agreement that, it is claimed, have been violated or infringed upon and
- (f) the signature of the employee(s) submitting the grievance.

28.17

- (a) The Company and the Association will each name three members to the Grievance Committee. The party requesting the Grievance Committee will include the names of its nominees in its notice under Clause 28.15. The other party will respond with the names of its nominees in writing within five Days of receiving the notice.
- (b) The Company and the Association will exchange all information relating to the grievance within five days of receiving notice of the formation of the Grievance Committee.

28.18 The employee initiating the grievance, the employee's supervisor and the supervisor's manager are not eligible to sit on the Grievance Committee. In the case of a grievance resulting from a Job Posting, the selecting supervisor and the supervisor's manager are also ineligible to sit as members of the Grievance Committee.

28.19 The Grievance Committee shall appoint one of its members to be its chair and the person so appointed will retain the right to vote.

28.20 The written grievance will be presented to the Grievance Committee within five Days of the Grievance Committee being appointed. In the case of a grievance resulting from an employee's dismissal, the grievance will be presented within 10 Days of the grievance being filed.

28.21 Within 10 Days of hearing the grievance, the Grievance Committee will issue a written report,

- (a) upholding the grievance
- (b) denying it OR
- (c) reporting that it is unable to reach a majority decision.

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

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

Step 3

- 28.24 The Association or the Company shall submit the grievance to the Company's President.
- 28.25 The grievance shall be submitted, in writing, within six Days of the Grievance Committee's report.
- 28.26 Within six Days of receiving the grievance, the President or his designate will investigate as he deems appropriate, make a decision to uphold or deny the grievance and then notify the Association and the Company, in writing, of the decision.
- 28.27 If the grievance is not resolved satisfactorily, either party may submit the grievance to arbitration.

Grievance Arbitration

- 28.28 The Association or the Company shall notify the other party of its desire to proceed to arbitration within six Days of the Step 3 decision. In the notice, the party requesting arbitration shall include the name of its nominee to the arbitration board.
- 28.29 Within seven Days of receiving this notice, the party receiving the notice shall name its nominee to the arbitration board and notify the other party.
- 28.30 Within seven Days of the appointment of the second nominee, the two nominees will select a chairman of the arbitration board. If such agreement cannot be reached in that time, the nominees will request the Minister of Employment, Immigration & Industry for Alberta to appoint a chairman.

28.31

- (a) Notwithstanding Clauses 28.28 to 28.30, the parties may agree to refer a particular grievance to a single-person arbitration board.
- (b) In this case, the parties shall agree on an arbitrator within seven Days of the notice required in Clause 28.28. If no agreement has been reached by that time, the parties will request the Minister of Employment Immigration & Industry for Alberta to appoint an arbitrator.
- (c) A single arbitrator appointed under this clause constitutes the “board” for the purposes of Clauses 28.32 to 28.37.

28.32 The arbitration board will meet within 21 Days of the chairman's appointment and hear such evidence as the parties may wish to present to assure a full and fair hearing.

28.33 The board will make every reasonable effort to render its decision, in writing, within 30 calendar Days of its hearing.

28.34 The decision of a majority of the board is the decision of the board. It is final and binding on the parties.

28.35 The board's decision shall not alter, amend, add to or change the terms of this collective agreement. It has no jurisdiction to determine any matter other than the grievance before it.

28.36 The board's jurisdiction is limited to the remedy requested by the grieving party.

28.37 If an arbitration board determines that an employee has been discharged or otherwise disciplined for cause, the board may substitute some other penalty for the discharge or discipline that to the board seems just and reasonable in all the circumstances.

28.38 The parties will pay the expenses of their respective nominee. The expenses of the chairman shall be shared equally by the parties. Where an arbitration is conducted by a single arbitrator under Clause 28.31, the expenses of the arbitrator shall be shared equally by the parties.

ARTICLE 29.00 POLICY GRIEVANCES

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

ARTICLE 30.00 ASSOCIATION DUES

- 30.01 All members of the bargaining unit shall, as a condition of employment, pay to the Association the dues established by the Association's bylaws.
- 30.02 The Company will deduct dues from the employee's pay each pay period and send the money to the Association within 15 Days.
- 30.03 The Company will provide the Association with a report each pay period that shows the name, classification and amount of dues deducted for every member of the bargaining unit.

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

ARTICLE 31.00 SECTIONS AND LETTERS OF AGREEMENT

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

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

ARTICLE 32.00 EMPLOYEE RELATIONS COUNCIL

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

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

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

32.04 Each of the parties will name its own representatives to the Council and may change its representatives at any time. The parties will use their best efforts to ensure that their representatives are also members of their respective bargaining committees.

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

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

ARTICLE 33.00 LAYOFFS

33.01

- (a) Before laying off a Permanent Employee, the Company, in consultation with the Association, shall attempt to place the employee in another Job within the Company.
- (b) If the layoff of a Permanent Employee is required, the Company will notify the Association and arrange for a meeting to discuss the procedure to be used. The Company representatives at the meeting will include the President, the Manager, Human Resources and the Vice President of the department in which the layoff is to occur.

33.02 In the event of layoffs, the Company will, in deciding among Permanent Employees, select the employee with the least amount of service for layoff first.

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

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

ARTICLE 34.00 REDUCTION OF STAFF

34.01 When the Company proposes to terminate (other than for cause) an employee as a result of a decision to reduce the number of Permanent Employees:

- (a) The Company will notify the Association of its intent at least 30 days prior to the date on which the intention will be announced to employees.
- (b) The parties will meet as soon as possible after the notice is given and as often as required thereafter to discuss the Company's decision. In these meetings, the parties will discuss the reasons for and impacts of the termination and specifically (without restricting the generality of the foregoing):
 - (i) the proposed implementation dates of the terminations
 - (ii) the anticipated number, type and location of employees who will be affected
 - (iii) anticipated changes to the terms and working conditions of employees affected by the terminations and
 - (iv) the means by which the terminations and related changes will be communicated to employees.
- (c) Prior to terminating an employee, the Company will, wherever possible:
 - (i) provide an employee with training or retraining opportunities to provide the employee with skills required for a Job that is, or might become, available and
 - (ii) provide an employee with an opportunity to relocate and be placed in a Job that is available and for which the employee has, or can reasonably acquire, the skills required for the Job.

34.02

- (a) If the Company needs to reduce the workforce, it will invite employees from the Job Classes being reduced to volunteer for severance.
- (b) The Company will choose the employees to be terminated from the list of volunteers.
- (c) If there are insufficient volunteers to meet the proposed reduction, the Company may select additional employees to be terminated.

ARTICLE 35.00 CONTRACT ARBITRATION

- 35.01 When negotiations towards a new collective agreement reach an impasse, either party may give written notice to the other that an interest arbitration board shall be appointed to settle the unresolved issues.
- 35.02 Within 15 days of either party giving written notice to the other under Clause 35.01, the parties will notify the Minister responsible for the *Labour Relations Code* of their agreement to appoint an interest arbitration board and each party will provide written notice to the other party and the Minister of the name of its nominee.
- 35.03 Within seven days of their nomination, the two members nominated by the parties will select a third person to be chair of the arbitration board. If the nominees are unable to agree on the selection of a chair, either nominee may notify the Minister and request that he appoint the chair.
- 35.04 The arbitration board will meet and hear such evidence as the parties may wish to present to assure a full and fair hearing.
- 35.05 If the arbitration board is unable to effect a settlement, then, within 20 Days of hearing the evidence, or any longer period that may be agreed to by both parties or fixed by the Minister, the arbitration board shall issue its award in writing. The award is final and binding upon the parties and upon any employee affected by it.
- 35.06 In its award, the arbitration board:
- (a) shall resolve the unresolved issues and requests by either incorporating them, with or without amendment, or refusing to incorporate them and
 - (b) shall not make any change retroactive unless one of the parties listed the request or issue as one for which they desire a retroactive effect.
- 35.07 The parties will pay the expenses of their respective nominee. The expense of the chair shall be shared equally by the parties.

ARTICLE 36.00 SELF-FINANCED LEAVE

36.01

- (a) An employee may contribute funds to a self-financed leave account.
- (b) An employee may, at any time, withdraw all or a portion of the funds in a self-financed leave account.
- (c) At the end of each year, each employee will be paid any amount that remains accumulated in the employee's self-financed leave account.
- (d) The existence of a self-financed leave account or the amount of money in the fund provides no guarantee that a supervisor will grant time off without pay.

ARTICLE 37.00 DISCIPLINE

37.01 The parties agree that all discipline is significant and can have serious consequences. They further acknowledge that discipline may take different forms. The Company will obtain relevant facts before initiating disciplinary action.

37.02 The Company will not take 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.

- (a) The investigation will gather and document relevant facts about the incident and will provide an opportunity for the employee involved to explain his actions.
- (b) 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.
- (c) At the conclusion of the investigation, the Company will inform the employee and the Association in writing of the results of the investigation and the action the Company is taking.

- 37.03 The Company recognizes the right of any bargaining unit member to be represented by the Association at any stage of this process.
- 37.04 Discipline imposed under this article may be the subject of a grievance under the grievance procedure established in this collective agreement.
- 37.05 An employee covered by this collective agreement will not administer disciplinary action against another employee covered by this collective agreement. Formal disciplinary action will be administered by management. This does not prevent an employee covered by this collective agreement from exercising the leadership responsibilities of training, coaching and mentoring associated with being in a lead role. An employee in a lead role will provide employees with performance feedback that may include discussion of areas for improvement as well as consequences if corrective action is not taken.

ARTICLE 38.00 TICKET BONUS

38.01

- (a) Those employees who, on December 31, 1998, were being paid a ticket bonus under provisions of the 1997-1998 collective agreement will continue to be paid the ticket bonus.
- (b) An employee's entitlement to a ticket bonus under paragraph (a) ends when the employee:
- (i) moves from the Job the employee was in on December 31, 1998 to a Job where a ticket bonus was not payable as of that date
 - (ii) ceases to hold a valid ticket.
- (c) Where an employee was receiving two ticket bonus payments on December 31, 1998, each ticket will be dealt with separately for the purpose of determining continued eligibility under Clause 38.01(b).

ARTICLE 39.00 WAIVER OF SPECIFIC CLAUSES

- 39.01 The Company or the Association may, from time to time, ask each other to waive one or more provisions of the collective agreement

in a particular set of circumstances for the purpose of managing the Company's business or the employees' interests. Either party may, upon due consideration, waive such provision or provisions for the benefit of the employees or the Company.

39.02 Upon receiving such a request, the Association or Company shall review it, along with any documentation provided by the Company or Association, and shall provide the Company or Association with a response as soon as practical under the circumstances.

39.03 Any waiver by the Association or Company pursuant to this article applies only to the specific request made by the Company or Association. Should a further waiver of the same clause be desired on a subsequent occasion, the procedure outlined in Clauses 39.01 and 39.02 shall apply.

ARTICLE 40.00 CONTRACTING OUT

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

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

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

- (a) covers peak workloads when sufficient internal resources are not available
- (b) replaces internal resources when they are completing special assignments
- (c) is of a short term nature
- (d) requires skills that are:
 - (i) considered to be special and not available internally
 - (ii) not available for individual hire in the employment market
 - (iii) not required on a permanent basis.

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

ARTICLE 41.00 EXTENSIVE OVERNIGHT ABSENCES

41.01 An employee required to work away from Home Base who experiences extensive overnight absences, regardless of the reason, qualifies for additional vacation Days, based on the number of overnight absences that take place in a calendar year, as follows:

35 overnight absences	1 Day
45 overnight absences	1 additional Day (total of 2)
55 overnight absences	1 additional Day (total of 3)
65 overnight absences	1 additional Day (total of 4)
75 overnight absences	1 additional Day (total of 5)
85 overnight absences	1 additional Day (total of 6)
95 overnight absences	1 additional Day (total of 7)
105 overnight absences	1 additional Day (total of 8)
115 overnight absences	1 additional Day (total of 9).

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

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

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

ARTICLE 42.00 PERSONAL DAYS

42.01

- (a) A Permanent Employee is eligible for two Working Days of personal leave, with pay, each calendar year. This leave will be granted at the employee's request in all but exceptional or emergency work situations.

- (b) A Permanent Employee in Schedule 42, 49a, 49b, 50, 51a, 51b or 53 is eligible for one additional personal day, with pay, each calendar year (for a total of three).
- (c) A Permanent Part-time Employee is eligible for personal days, pro-rated on the basis of his payroll preset.

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

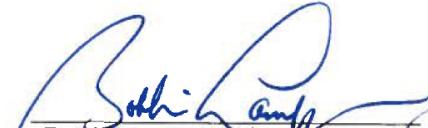
42.03 Any unused time in Personal Days that remain at the end of a calendar year expire and do not carry over into the next year.

ARTICLE 43.00 COMPASSIONATE CARE LEAVE

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

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

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



President, ATCO Electric Ltd.
Operations Division



Business Manager,
Canadian Energy Workers
Association



President, ATCO Electric Ltd.
Capital Projects Division



President, Chapter 101,
Canadian Energy Workers
Association

OFFICE

Application

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

ARTICLE 15.00 HOURS OF WORK

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

Normal Hours of Work Office Employees

	Schedules 42, 49A, 50 & 51A	Schedules 49B, 51B & 53
Normal Working Day (paid)	7.5 hours	8 hours
Jointly Agreed Working Day	7.5 hours to 10 hours	8 hours to 10 hours
Working Day to be scheduled between the hours of	0700-1900	0700-1900
Lunch period (unpaid) (maximum)	½ hour to 1 hour	½ hour to 1 hour
Normal Work Week	37.5 hours over a series of consecutive days Monday-Saturday inclusive	40 hours over a series of consecutive days Monday-Saturday inclusive
Jointly Agreed Work Week	75 hours over two weeks, excluding Sunday	80 hours over two weeks, excluding Sunday

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

15.03

- (a) By joint agreement between an employee and the employee's supervisor, the hours during which an employee's Working Day or work week may be scheduled may be changed. In these cases, there will be no payment for overtime or for the agreed-upon hours of work.
- (b) By joint agreement between an employee and the employee's supervisor or designate, the employee's Working Day may be scheduled to include a lunch break of between one-half to one hour, provided no additional costs are incurred and there is no disruption to operational efficiency or service to customers. This agreement will also include the Company's right to terminate the arrangement if it proves unsatisfactory.
- (c) A joint agreement will be put in writing and sent to the manager, human resources and the Association if:
 - (i) it is intended to last for more than six months or
 - (ii) it has lasted for six months, whether that was the intention or not.

15.04

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

Exceptions

15.05

- (a) The Association and the Company 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 and in accordance with standards established by the Company or applicable legislation.
 - (i) No scheduled work shift will exceed 12 hours in length.
 - (ii) No employee will be allowed to work more than 16 hours in a 24-hour period.
- (b) If an employee works 16 hours in any 24-hour period, the employee will be allowed eight consecutive hours of rest.
- (c) An employee who, as a result of a callout, works at any time between midnight and the time three hours before the start of his next regularly scheduled Working Day or regularly scheduled shift is entitled to have eight consecutive hours of rest beginning at the end of the work for which the employee was called out.
- (d) If an employee's eight hours of rest under paragraph (b) or (c) extends into the last two hours of his next regularly scheduled Working Day or regularly scheduled shift, the employee shall not be required to work those hours.
- (e) When an employee is at rest because of this clause, the employee will not suffer any loss of wages.
- (f) When an employee is at rest because of this clause, the Company may request the employee to return to work. If the Company makes such a request and the employee agrees to return, the employee will be paid, in addition to normal wages, an amount equal to his normal hourly rate for each hour worked during normal scheduled working hours during which the employee was entitled to be at rest.
- (g) These clauses are intended to be compliant with all applicable legislation, including provincial labour standards

and national safety codes. If any of these clauses are determined to be in contravention with legislation, the parties agree to amend these clauses to be in compliance.

ARTICLE 18.00 HOLIDAYS

18.01 Subject to Clause 18.03, an employee will receive a Day off with pay for each of the following holidays:

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

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

18.03 An employee will be paid for a holiday only if he:

- (a) has completed 30 Working Days in the 12 months immediately preceding the holiday and
- (b) works his regularly scheduled Working Day immediately before and immediately after the holiday, unless absent due to sickness or accident or by authority of the Company.

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

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

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

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

AE - SCHEDULE 42 Minimum Bi-weekly (Hourly) Wage Ranges

Job Class Number	Job Title	Bi-weekly Wage Range Jan. 1, 2012 (3.5%)	Increment	Bi-weekly Wage Range Jan. 1, 2013 (3.5%)	Increment
420100	Purchasing Assistant	\$2,109.41 – 2,547.41 (\$28.12 – \$33.97)	\$109.49 (\$1.46)	2,183.24 – 2,636.57 (\$29.10 – \$35.16)	\$113.32 (\$1.51)
420300	Purchasing Coordinator	2,595.88 – 3,254.11 (34.61 – 43.39)	131.64 (1.76)	2,686.74 – 3,368.00 (35.82 – 44.91)	136.25 (1.82)

AE - SCHEDULE 49A

Non-Edmonton (37.5 hour work week) Minimum Bi-weekly (Hourly) Wage Ranges

Job Class Number	Job Title	Bi-weekly Wage Range Jan. 1, 2012 (3.5%)	Increment	Bi-weekly Wage Range Jan. 1, 2013 (3.5%)	Increment
490100	Clerk I/II	\$1170.17 – \$1794.70 (\$15.60 – \$23.93)	\$156.13 (\$2.08)	\$1,211.13 – 1,857.51 (\$16.15 – \$24.77)	\$161.59 (\$2.15)
490200	Clerk III	1,797.15 – 2,135.72 (23.96 – 28.47)	112.86 (1.50)	1,860.05 – 2,210.47 (24.80 – 29.47)	116.81 (1.55)
490300	Clerk IV	1,921.23 – 2,373.21 (25.62 – 31.64)	112.99 (1.51)	1,988.47 – 2,456.27 (26.52 – 32.75)	116.94 (1.56)
490400	Clerk V	2,143.10 – 2,595.07 (28.58 – 34.60)	112.99 (1.51)	2,218.11 – 2,685.90 (29.58 – 35.81)	116.94 (1.56)
490500	Clerk VI	2,355.11 – 2,821.05 (31.40 – 37.61)	116.49 (1.55)	2,437.54 – 2,919.79 (32.50 – 38.93)	120.57 (1.60)

1. Employees in a Job group under Schedule 49A who were on staff prior to January 1, 2005 may remain on their current 7.5-hour schedule. They have the option to move to the 8-hour Schedule 49B at any time.
2. Prior to making a final decision to work an 8-hour schedule, employees may work that schedule on a trial basis for up to six months.
3. Both the trial period and the decision to move to the 8-hour schedule is available only one time. Once an employee makes a (final) decision to move to the 8-hour schedule, it is a permanent change.
4. New hires in Schedule 49 (or employees transferring to the field from Edmonton or Calgary) will automatically go onto the 8-hour Schedule 49B.

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

Job Class Number	Job Title	Bi-weekly Wage Range Jan. 1, 2012 (3.5%)	Increment	Bi-weekly Wage Range Jan. 1, 2013 (3.5%)	Increment
490110	Clerk I/II	\$1,245.55 – 1,912.58 (\$15.57 – \$23.91)	\$166.76 (\$2.09)	\$1,289.14 – 1,979.52 (\$16.11 – \$24.75)	\$172.60 (\$2.16)
490210	Clerk III	1,918.72 – 2,276.34 (23.98 – 28.45)	119.21 (1.49)	1,985.88 – 2,356.01 (24.82 – 29.45)	123.38 (1.54)
490310	Clerk IV	2,051.07 – 2,528.78 (25.64 – 31.61)	119.43 (1.49)	2,122.86 – 2,617.29 (26.54 – 32.72)	123.61 (1.54)
490410	Clerk V	2,288.61 – 2,766.32 (28.61 – 34.58)	119.43 (1.49)	2,368.71 – 2,863.14 (29.61 – 35.79)	123.61 (1.54)
490510	Clerk VI	2,513.01 – 3,009.12 (31.41 – 37.61)	124.02 (1.55)	2,600.97 – 3,114.44 (32.51 – 38.93)	128.36 (1.60)

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

Job Class Number	Job Title	Bi-weekly Wage Range Jan. 1, 2012 (3.5%)	Increment	Bi-weekly Wage Range Jan. 1, 2013 (3.5%)	Increment
500100	Clerk I/II	\$1,170.17 – 1,794.70 (\$15.60 – \$23.93)	\$156.13 (\$2.08)	\$1,211.13 – 1,857.51 (\$16.15 – \$24.77)	\$161.59 (\$2.15)
500200	Clerk III	1,797.15 – 2,135.72 (23.96 – 28.47)	112.86 (1.50)	1,860.05 – 2,210.47 (24.80 – 29.47)	116.81 (1.55)
500300	Clerk IV	1,921.23 – 2,373.21 (25.62 – 31.64)	112.99 (1.51)	1,988.47 – 2,456.27 (26.52 – 32.75)	116.94 (1.56)
500400	Clerk V	2,143.10 – 2,595.07 (28.58 – 34.60)	112.99 (1.51)	2,218.11 – 2,685.90 (29.58 – 35.81)	116.94 (1.56)
500500	Clerk VI	2,355.11 – 2,821.05 (31.40 – 37.61)	116.49 (1.55)	2,437.54 – 2,919.79 (32.50 – 38.93)	120.57 (1.60)

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

Job Class Number	Job Title	Bi-weekly Wage Range Jan. 1, 2012 (3.5%)	Increment	Bi-weekly Wage Range Jan. 1, 2013 (3.5%)	Increment
510000	Draftsman Trainee	\$1,731.41 – 1,979.58 (\$23.08 – \$26.39)	\$82.73 (\$1.11)	\$1,792.01 – 2,048.87 (\$23.89 – \$27.31)	\$85.63 (\$1.15)
510100	Draftsman I	1,843.99 – 2,355.95	*102.38	1,908.53 – 2,438.41	*105.96
511100	Engineering Assistant I	(24.59 – 31.41)	(1.37)	(25.45 – 32.51)	(1.42)
510500	Draftsman II	2,463.59 – 2,914.73	*112.78	2,549.82 – 3,016.75	*116.73
511300	Engineering Assistant II	(32.85 – 38.86)	(1.50)	(34.00 – 40.22)	(1.55)
510900	Draftsman III	2,793.11 – 3,321.49	132.09	2,890.87 – 3,437.74	136.71
511500	Engineering Assistant III	(37.24 – 44.29)	(1.76)	(38.54 – 45.84)	(1.82)

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

Job Class Number	Job Title	Bi-weekly Wage Range Jan. 1, 2012 (3.5%)	Increment	Bi-weekly Wage Range Jan. 1, 2013 (3.5%)	Increment
510010	Draftsman Trainee	\$1,848.59 – 2,109.80 (\$23.11 – \$26.37)	\$87.07 (\$1.09)	\$1,913.29 – 2,183.64 (\$23.92 – \$27.29)	\$90.12 (\$1.13)
510110	Draftsman I	1,967.80 – 2,513.88	*109.21	2,036.67 – 2,601.87	*113.03
511110	Engineering Assistant I	(24.60 – 31.42)	(1.37)	(25.46 – 32.52)	(1.42)
510510	Draftsman II	2,626.95 – 3,106.41	*119.85	2,718.89 – 3,215.13	*124.04
511310	Engineering Assistant II	(32.84 – 38.83)	(1.50)	(33.99 – 40.19)	(1.55)
510910	Draftsman III	2,981.07 – 3,542.93	140.46	3,085.41 – 3,666.93	145.38
511510	Engineering Assistant III	(37.26 – 44.29)	(1.76)	(38.56 – 45.84)	(1.82)

AE - SCHEDULE 53
Minimum Bi-weekly (Hourly) Wage Ranges

Job Class Number	Job Title	Bi-weekly Wage Range Jan. 1, 2012 (3.5%)	Increment	Bi-weekly Wage Range Jan. 1, 2013 (3.5%)	Increment
530100	Customer Services Representative I	\$2,111.54 – 2,499.85 (\$26.39 – \$31.25)	*\$129.44 (1.61)	\$2,185.44 – 2,587.34 (\$27.31 – \$32.34)	*\$133.97 (1.67)
530300	Customer Services Representative II	2,584.00 – 3,490.33 (32.30 – 43.63)	*129.48 (1.61)	2,674.44 – 3,612.49 (33.43 – 45.16)	*134.01 (1.67)
531100	District Service Representative I	1,649.62 – 2,146.62 (20.62 – 26.84)	124.25 (1.55)	1,707.36 – 2,221.75 (21.34 – 27.78)	128.60 (1.60)
531200	District Service Representative II	1990.61 – 2,362.24 (24.88 – 29.53)	123.89 (1.55)	2,060.28 – 2,444.92 (25.75 – 30.56)	128.23 (1.60)
531300	Service Point Representative	1,649.62 – 2,146.62 (20.62 – 26.84)	124.25 (1.55)	1,707.36 – 2,221.75 (21.34 – 27.78)	128.60 (1.60)
531700	Work Desk Representative, Team Lead	2,288.62 – 2,766.32 (28.61 – 34.58)	118.77 (1.49)	2,368.72 – 2,863.14 (29.61 – 35.79)	122.93 (1.54)
535000	Land Agent Entry	2,117.69 – 2,833.82 (26.48 – 35.42)	*119.36 (1.49)	2,191.81 – 2,933.00 (27.41 – 36.66)	*123.54 (1.54)
535100	Land Agent	2,779.47 – 3,315.90 (34.74 – 41.45)	*134.12 (1.68)	2,876.75 – 3,431.96 (35.96 – 42.90)	*138.81 (1.74)
535300	Senior Land Agent	3,211.58 – 3,656.01 (40.15 – 45.70)	*148.12 (1.85)	3,323.99 – 3,783.97 (41.56 – 47.30)	*153.30 (1.91)

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 and successful completion of Company examinations. The words "Company examinations" shall refer to existing written examinations.
3. The following rules apply to new employees:
 - (a) The Company will place new employees within a salary range on the basis of market hiring rates.
 - (b) After a new employee successfully completes the probationary period, the employee will receive one increment. At the date of the first increment review (January 1 or July 1 as appropriate) following appointment to permanent staff, the increment adjustment as applicable will be retroactive to the date of appointment to permanent staff. This means that the employee will receive 1/12 or 1/6 (for annual or semi-annual review respectively) of the increment for each month since appointment to permanent staff. These increments will be subject to Clause 2 of these notes. This provision is waived for apprentice employees listed in Schedule 54.
4. When an employee moves to a Job with a higher maximum rate of pay than his current Job, the employee shall be placed within the new salary range at a rate that reflects an increase in wage no less than one increment in the range from which the employee was promoted. This does not apply in the case of progression Jobs.
5. If an employee is accepted under a Job Posting for a Job at a lower level or is transferred to such a Job at his own request, the employee will be paid at an appropriate level within the wage range for the lower-level Job Class.

TECHNICAL & TRADES

Application

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

ARTICLE 15.00 HOURS OF WORK

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

Normal Hours of Work Technical and Trades Employees

Schedules 45, 54, 55, 57, 58 and Job Classes 460700, 460800, 460900	
Normal Working Day (Paid)	8 hours to 12 hours
Working Days to be scheduled between the hours of	0500-1900
Lunch period (unpaid) (maximum)	½ hour to 1 hour
Normal Work Week	40 hours, over a series of consecutive days Monday-Saturday inclusive or 80 hours over two weeks, excluding Sunday or 80 hours over two weeks, including Sunday when working away from Home Base

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

15.03

- (a) By joint agreement between an employee and his supervisor, the hours during which an employee's Working Day may be scheduled may be changed. In these cases, there will be no payment for overtime or shift differential for the agreed-upon hours of work.
- (b) By joint agreement between an employee and the employee's supervisor or designate, the employee's Working Day may be scheduled to include a lunch break of between one-half to one hour, provided no additional costs are incurred and there is no disruption to operational efficiency or service to customers. This agreement will also include the Company's right to terminate the arrangement if it proves unsatisfactory.
- (c) A joint agreement will be put in writing and sent to the manager, human resources and the Association if:
 - (i) it is intended to last for more than six months or
 - (ii) it has lasted for six months, whether that was the intention or not.

15.04

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

Exceptions

15.05

- (a) The Company sometimes must preplan outages to do construction, maintenance and replacement work on transmission, distribution and production facilities. To try to keep the impact on customers minimal, the Company may have to change the hours during which an employee's Working Day is scheduled.
- (b) The Company will give an employee 48 hours' notice of a change under this clause. If it doesn't, the employee will be paid at the overtime rate for any hours worked that are outside the employee's normal scheduled hours in the first 48 hours after notice is given.

15.06

- (a) Some Jobs are essential to providing continuous service to customers.
- (b) The Company may decide to schedule some of these employees to work on Sundays on a long-term basis. If it does, it may schedule an employee to work on any Days from Monday to Sunday. The Company must still follow the rules regarding the number of consecutive Working Days and the length of the Working Day, as contained in Table II. In these cases, no overtime will be paid for Sunday work unless the employee works more than the scheduled number of hours.
- (c) The Company will discuss work schedules with affected employees in advance.

15.07

- (a) The Association and the Company 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 and in accordance with standards established by the Company or applicable legislation.
 - (i) No scheduled work shift will exceed 12 hours in length.

(ii) No employee will be allowed to work more than 16 hours in a 24-hour period.

(b) If an employee works 16 hours in any 24-hour period, the employee will be allowed eight consecutive hours of rest.

(c) An employee who, as a result of a callout, works at any time between midnight and the time three hours before the start of his next regularly scheduled Working Day or regularly scheduled shift is entitled to have eight consecutive hours of rest beginning at the end of the work for which the employee was called out.

(d) If an employee's eight hours of rest under paragraph (b) or (c) extends into the last two hours of his next regularly scheduled Working Day or regularly scheduled shift, the employee shall not be required to work those hours.

(e) When an employee is at rest because of this clause, the employee will not suffer any loss of wages.

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

(g) These clauses are intended to be compliant with all applicable legislation, including provincial labour standards and national safety codes. If any of these clauses are determined to be in contravention with legislation, the parties agree to amend these clauses to be in compliance.

15.08 In January of each year, the Company will prepare a schedule showing the hours of work for employees during the year. A copy of that schedule will be posted on bulletin boards.

15.09 If an employee's schedule is changed, a supervisor or designate will either:

(a) give the employee written notice of the change or

- (b) advise the employee of the change by telephone or in person and then send the employee a written confirmation of the change, making sure that the confirmation includes a note as to when the telephone or in-person notice was given.

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

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

Situations	Advance notice required and conditions	Amount to be paid if notice is not given
The Company changes an employee's starting time on a certain Day.	48 hours before the revised starting time. The same change has to be made to all Days the employee is scheduled to work in a calendar week.	Overtime rate for hours worked outside of the originally scheduled hours in the first 48 hours after notice is given.
The Company changes an employee's schedule, requiring the employee to work on a Day that had originally been scheduled as a Day off; OR The Company changes an employee's schedule requiring the employee to work a series of Days where the daily scheduled hours of work are less than the previous schedule (e.g., 4-10s to 5-8s)	Four Days before the first Day affected by the schedule change. NOTE: This covers situations where a schedule is shifted forward or backwards in a week without changing the daily hours, as well as changing from four-10 hour Days to five-8 hour Days in a week (for example).	Overtime rate for all hours worked on the Day that had been scheduled as a Day off.
The Company changes an employee's schedule, requiring the employee to work a series of Days where the daily scheduled hours of work are greater than eight hours (e.g., 5-8s to 4-10s).	Four Days before the first Day affected by the schedule change. The same change has to be made to all Days the employee is scheduled to work in the same calendar week.	For example, if the change is from an eight-hour Day schedule, overtime rate applies for the hours worked in excess of eight hours on each of the first two Days affected by the change.

- 15.12 The parties want to place some limits on how changes to an employee's schedule are handled. Both sides prefer a situation where an employee's start time and the length of the Working Day are consistent for all Days the employee is scheduled to work in a particular calendar week. They recognize, however, that may not always be possible. The rules in this clause will be used to help manage changes in schedule under Clause 15.10.
- (a) Sometimes it may not be possible for the Company to change the starting time for all Days in a calendar week. For that reason, the parties agree that the Company may start such a change in the middle of an employee's work week, but the change must apply to all Days after the first affected Day. The Company will not make more than one such change in an employee's work week.
 - (b) The Company cannot make more than 24 changes a year to an employee's schedule, if the change affects the Days of the week the employee is scheduled to work or changes the length of the Working Day.

ARTICLE 18.00 HOLIDAYS

18.01 Subject to Clause 18.03, an employee will receive a Day off with pay for each of the following holidays:

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

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

18.03 An employee will be paid for a holiday only if he:

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

18.04

- (a) Wherever possible, an employee will not be scheduled to work on a holiday.
- (b) Any employee scheduled to work on a holiday will be paid:
 - (i) at the overtime rate for the hours actually worked and
 - (ii) the normal Day's pay, as provided in his scheduled hours of work.

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

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

18.06

- (a) When a holiday falls on an employee's regular Day off, that employee shall receive, at his option:
 - (i) holiday pay according to the hours per Day scheduled for that work week or
 - (ii) an equivalent Day off with pay at a time that is mutually agreed by the employee and supervisor. If the Day off cannot be scheduled then the default is to pay out the holiday pay.

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

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

ARTICLE 23.00 HEIGHT PAY

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

AE - SCHEDULE 45**Minimum Bi-weekly (Hourly) Wage Ranges**

Job Class Number	Job Title	Bi-weekly Wage Range Jan. 1, 2012 (3.5%)	Increment	Bi-weekly Wage Range Jan. 1, 2013 (3.5%)	Increment
450100	Real Time Systems Analyst I	\$2,864.49 – 3,285.23 (\$35.81 – \$41.07)	*\$84.15 (\$1.06)	\$2,964.75 – 3,400.21 (\$37.06 – \$42.51)	*\$87.10 (\$1.10)
450300	Real Time Systems Analyst II	3,034.54 – 3,781.33 (37.93 – 47.27)	*124.46 (1.55)	3,140.75 – 3,913.68 (39.26 – 48.92)	*128.82 (1.60)
450700	Real Time Systems Analyst, Team Lead	3,711.21 – 4,199.44 (46.39 – 52.50)	162.72 (2.04)	3,841.10 – 4,346.42 (48.01 – 54.34)	*168.42 (2.11)

AE - SCHEDULE 46**Minimum Bi-weekly (Hourly) Wage Ranges**

Job Class Number	Job Title	Bi-weekly Wage Range Jan. 1, 2012 (3.5%)	Increment	Bi-weekly Wage Range Jan. 1, 2013 (3.5%)	Increment
460700	Senior Transmission Operator	4,010.12 – 4,228.36 (50.13 – 52.86)	109.13 (1.37)	4,150.47 – 4,376.35 (51.88 – 54.71)	112.95 (1.42)
460800	System Operations Scheduler	3,589.38 – 4,062.71 (44.87 – 50.79)	157.78 (1.98)	3,715.01 – 4,204.90 (46.44 – 52.57)	163.30 (2.05)
460900	System Operations Senior Scheduler	4,010.12 – 4,228.36 (50.13 – 52.86)	109.13 (1.37)	4,150.47 – 4,376.35 (51.88 – 54.71)	112.95 (1.42)

AE - SCHEDULE 47**Minimum Bi-weekly (Hourly) Wage Ranges**

Job Class Number	Job Title	Bi-weekly Wage Range Jan. 1, 2012 (3.5%)	Increment	Bi-weekly Wage Range Jan. 1, 2013 (3.5%)	Increment
470500	Senior Distribution Operator	\$3,616.70 – 4,125.10 (45.21 – 51.56)	\$254.20 (\$3.18)	3,743.28 – 4,269.48 (46.79 – 53.36)	263.10 (3.29)
470700	Distribution Operations Scheduler	3,515.43 – 3,911.87 (43.95 – 48.89)	198.22 2.47	3,638.47 – 4,048.79 (45.49 – 50.60)	205.16 2.56

AE - SCHEDULE 54 APPRENTICESHIP JOBS
Minimum Bi-weekly (Hourly) Wage Ranges

		Training Term/Bi-weekly Wage Range January 1, 2012 (3.5%)									Journey man
Job Group Codes	Apprentice Journeyman Ticket Title	1-1	1-2	2-1	2-2	3-1	3-2	4-1	4-2		
542001 – 542008	Motor Mechanic/ Heavy Duty	1,859.99 (23.25)	2,013.39 (25.17)	2,164.14 (27.05)	2,316.66 (28.96)	2,470.06 (30.87)	2,619.94 (32.75)	2,772.45 (34.65)	2,924.10 (36.56)	587800 Refer to Job Class.	
542101 – 542108	Power System Electrician	1,916.95 (23.96)	2,082.64 (26.03)	2,246.55 (28.08)	2,412.19 (30.15)	2,576.12 (32.20)	2,742.65 (34.28)	2,905.69 (36.32)	3,071.34 (38.39)	584100 Refer to Job Class	
542201 – 542208	Electrician	1,916.95 (23.96)	2,082.64 (26.03)	2,246.55 (28.08)	2,412.19 (30.15)	2,576.12 (32.20)	2,742.65 (34.28)	2,905.69 (36.32)	3,071.34 (38.39)	583500 Refer to Job Class.	
543001 – 543008	Powerline Technician	2,010.75 (25.13)	2,185.20 (27.31)	2,356.97 (29.47)	2,530.53 (31.63)	2,702.33 (33.78)	2,876.76 (35.96)	3,048.57 (38.11)	3,222.12 (40.27)	556100 Refer to Job Class.	

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

AE - SCHEDULE 54 APPRENTICESHIP JOBS
Minimum Bi-weekly (Hourly) Wage Ranges

		Training Term/Bi-weekly Wage Range January 1, 2013 (3.5%)									Journey man
Job Group Codes	Apprentice Journeyman Ticket Title	1-1	1-2	2-1	2-2	3-1	3-2	4-1	4-2		
542001 - 542008	Motor Mechanic/ Heavy Duty	1,925.09 (24.06)	1,925.09 (24.06)	2,239.88 (28.00)	2,397.74 (29.97)	2,556.51 (31.95)	2,711.64 (33.90)	2,869.49 (35.86)	3,026.44 (37.84)	587800 Refer to Job Class.	
542101 - 542108	Power System Electrician	1,984.04 (24.80)	2,155.53 (26.94)	2,325.18 (29.06)	2,496.62 (31.21)	2,666.28 (33.33)	2,838.64 (35.48)	3,007.39 (37.59)	3,178.84 (39.73)	584100 Refer to Job Class	
542201 - 542208	Electrician	1,984.04 (24.80)	2,155.53 (26.94)	2,325.18 (29.06)	2,496.62 (31.21)	2,666.28 (33.33)	2,838.64 (35.48)	3,007.39 (37.59)	3,178.84 (39.73)	583500 Refer to Job Class.	
543001 - 543008	Powerline Technician	2,081.13 (26.01)	2,261.68 (28.27)	2,439.46 (30.50)	2,619.10 (32.74)	2,796.91 (34.96)	2,977.45 (37.22)	3,155.27 (39.44)	3,334.89 (41.68)	556100 Refer to Job Class.	

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

AE - SCHEDULE 55
Minimum Bi-weekly (Hourly) Wage Ranges

Job Class Number	Job Title	Bi-weekly Wage Range Jan. 1, 2012 (3.5%)	Increment	Bi-weekly Wage Range Jan. 1, 2013 (3.5%)	Increment
553100	District Construction Inspector	\$2,947.76 – 3,778.71 (\$36.85 – \$47.24)	*\$138.49 (1.73)	\$3,050.93 – 3,910.96 (\$38.14 – \$48.89)	*\$143.34 (1.79)
556100	Powerline Technician – Line	3,396.55 – 3,779.58 (42.46 – 47.25)	*191.52 (2.39)	3,515.43 – 3,911.87 (43.95 – 48.90)	*198.22 (2.47)
557100	Powerline Technician – Service	3,396.55 – 3,779.58 (42.46 – 47.25)	*191.52 (2.39)	3,515.43 – 3,911.87 (43.95 – 48.90)	*198.22 (2.47)
558200	Construction Lead	3,606.03 – 4,124.94 (45.07 – 51.56)	172.97 (2.16)	3,732.24 – 4,269.31 (46.65 – 53.36)	179.02 (2.24)
558500	Powerline Technician Team Lead – Line	3,606.03 – 4,124.94 (45.07 – 51.56)	172.97 (2.16)	3,732.24 – 4,269.31 (46.65 – 53.36)	179.02 (2.24)
559500	Powerline Technician Team Lead – Service	3,606.03 – 4,124.94 (45.07 – 51.56)	172.97 (2.16)	3,732.24 – 4,269.31 (46.65 – 53.36)	179.02 (2.24)

AE - SCHEDULE 57
Minimum Bi-weekly (Hourly) Wage Ranges

Job Class Number	Job Title	Bi-weekly Wage Range Jan. 1, 2012 (3.5%)	Increment	Bi-weekly Wage Range Jan. 1, 2013 (3.5%)	Increment
570000	Labourer / Groundman	Market Hourly Rate		Market Hourly Rate	
570100	Warehouse- man	1,699.58 – 2,337.69 (21.25 – 29.22)	*91.16 (1.14)	1,759.07 – 2,419.51 (21.99 – 30.24)	*94.35 (1.18)
570300	Senior Warehouse- man	2,243.91 – 2,608.54 (28.05 – 32.60)	*91.16 (1.14)	2,322.45 – 2,699.84 (29.03 – 33.74)	*94.35 (1.18)
570500	Stockkeeper	2,321.92 – 2,882.90 (29.02 – 36.04)	112.19 (1.41)	2,403.19 – 2,983.80 (30.04 – 37.30)	116.12 (1.46)
570700	Facilities Maintenance Coordinator	2,321.92 – 2,882.90 (29.02 – 36.04)	112.19 (1.41)	2,403.19 – 2,983.80 (30.04 – 37.30)	116.12 (1.46)
572300	Field Services Representative	1,789.56 – 2,626.42 (22.37 – 32.83)	*119.55 (1.49)	1,852.19 – 2,718.34 (23.15 – 33.98)	*123.73 (1.54)
573000	Equipment Operator Entry Level	1,759.19 – 2,442.01 (21.99 – 30.52)	*113.80 (1.42)	1,820.76 – 2,527.48 (22.76 – 31.59)	*117.78 1.47
573100	Equipment Operator	2,442.01 – 3,069.60 (30.52 – 38.37)	*104.61 (1.30)	2,527.48 – 3,177.04 (31.59 – 39.71)	*108.27 (1.35)
573200	Special Equipment Operator	2,752.30 – 3,208.09 (34.40 – 40.11)	151.93 (1.89)	2,848.63 – 3,320.37 (35.60 – 41.51)	157.25 (1.96)
574000	Tower Technician, Entry	1,735.53 – 2,422.07 (21.69 – 30.27)	*137.30 (1.72)	1,796.27 – 2,506.84 (22.45 – 31.33)	*142.11 (1.78)
574100	Tower Technician, Qualified	2,237.00 – 3,163.19 (27.97 – 39.54)	*154.37 (1.93)	2,315.30 – 3,273.90 (28.95 – 40.92)	*159.77 (2.00)
574200	Tower Technician, Team Lead	3,139.30 – 3,561.46 (39.24 – 44.52)	140.72 (1.76)	3,249.18 – 3,686.11 (40.61 – 46.08)	145.65 (1.82)

AE - SCHEDULE 58
Minimum Bi-weekly (Hourly) Wage Ranges

Job Class Number	Job Title	Bi-weekly Wage Range Jan. 1, 2012 (3.5%)	Increment	Bi-weekly Wage Range Jan. 1, 2013 (3.5%)	Increment
580200	Powerline Surveyor Entry	\$1,639.99 – 2,080.88 (\$20.50 – \$26.01)	*\$88.17 (\$1.10)	\$1,697.39 – 2,153.71 (\$21.22 – \$26.92)	*\$91.26 (\$1.14)
580400	Powerline Surveyor	1,773.22 – 3,079.24 (22.17 – 38.49)	*163.25 (2.04)	1,835.28 – 3,187.01 (22.95 – 39.84)	*168.97 (2.11)
580600	Powerline Surveyor Team Lead	2,622.57 – 3,537.67 (32.78 – 44.23)	*114.39 (1.43)	2,714.36 – 3,661.49 (33.93 – 45.78)	*118.39 (1.48)
581101	Meter Technologist, Entry	1,900.31 – 2,791.74 (23.75 – 34.90)	*178.29 (2.25)	1,966.82 – 2,889.45 (24.58 – 36.12)	*184.53 (2.33)
581301	Meter Technologist, Qualified	2,615.56 – 3,685.80 (32.70 – 46.07)	*178.37 (2.23)	2,707.10 – 3,814.80 (33.84 – 47.68)	*184.61 (2.31)
581501	Meter Technologist, Senior Qualified	3,457.90 – 3,923.34 (43.22 – 49.04)	155.15 (1.94)	3,578.93 – 4,060.66 (44.73 – 50.76)	160.58 (2.01)
581801	Meter Technologist, Team Lead	3,537.67 – 4,003.09 (44.23 – 50.04)	155.15 (1.94)	3,661.49 – 4,143.20 (45.78 – 51.79)	160.58 (2.01)
581102	Communication Technologist, Entry	1,900.31 – 2,791.74 (23.75 – 34.90)	*178.29 (2.23)	1,966.82 – 2,889.45 (24.58 – 36.12)	*184.53 (2.31)
581302	Communication Technologist, Qualified	2,615.56 – 3,685.80 (32.70 – 46.07)	*178.37 (2.23)	2,707.10 – 3,814.80 (33.84 – 47.68)	*184.61 (2.31)
581502	Communication Technologist, Senior Qualified	3,457.90 – 3,923.34 (43.22 – 49.04)	155.15 (1.94)	3,578.93 – 4,060.66 (44.73 – 50.76)	160.58 (2.01)
581802	Communication Technologist, Team Lead	3,537.67 – 4,003.09 (44.23 – 50.04)	155.15 (1.94)	3,661.49 – 4,143.20 (45.78 – 51.79)	160.58 (2.01)

AE - SCHEDULE 58 (Continued)
 Minimum Bi-weekly (Hourly) Wage Ranges

Job Class Number	Job Title	Bi-weekly Wage Range Jan. 1, 2012 (3.5%)	Increment	Bi-weekly Wage Range Jan. 1, 2013 (3.5%)	Increment
583500	Journeyman Electrician	\$3,238.76 – 3,601.64 (\$40.49 – \$45.02)	*\$181.45 (\$2.27)	\$3,352.12 – 3,727.70 (\$41.91 – \$46.60)	*\$187.80 (\$2.35)
583600	Lead Electrician	3,340.45 – 3,841.82 (41.75 – 48.02)	167.11 (2.09)	3,457.37 – 3,976.28 (43.21 – 49.70)	172.96 (2.16)
584100	Power Systems Electrician	3,238.76 – 3,601.64 (40.49 – 45.02)	*181.45 (2.27)	3,352.12 – 3,727.70 (41.91 – 46.60)	*187.80 (2.35)
585100	Electrical Technologist, Entry	1,992.34 – 2,929.35 (24.90 – 36.62)	*187.41 (2.34)	2,062.07 – 3,031.88 (25.77 – 37.90)	*193.97 (2.42)
585300	Electrical Technologist, Qualified	2,742.65 – 3,867.24 (34.28 – 48.34)	*187.44 (2.34)	2,838.64 – 4,002.59 (35.48 – 50.03)	*194.00 (2.42)
585500	Electrical Technologist, Senior Qualified	3,457.90 – 3,923.34 (43.22 – 49.04)	155.15 (1.94)	3,578.93 – 4,060.66 (44.73 – 50.76)	160.58 (2.01)
585800	Electrical Technologist, Team Lead	3,711.21 – 4,199.44 (46.39 – 52.50)	162.72 (2.04)	3,841.10 – 4,346.42 (48.01 – 54.34)	168.42 (2.11)
585101	Technical Resources Technologist, Entry	1,900.31 – 2,791.74 (23.75 – 34.90)	*178.29 (2.23)	1,966.82 – 2,889.45 (24.58 – 36.12)	*184.53 (2.31)
585301	Technical Resources Technologist, Qualified	2,615.56 – 3,685.80 (32.70 – 46.07)	*178.37 (2.23)	2,707.10 – 3,814.80 (33.84 – 47.68)	*184.61 (2.31)
585501	Technical Resources Technologist, Senior Qualified	3,457.90 – 3,923.34 (43.22 – 49.04)	155.15 (1.94)	3,578.93 – 4,060.66 (44.73 – 50.76)	160.58 (2.01)

585801	Technical Resources Technologist, Team Lead	3,537.67 – 4,003.09 (44.23 – 50.04)	155.15 (1.94)	3,661.49 – 4,143.20 (45.78 – 51.79)	160.58 (2.01)
585102	Mechanical Technologist, Entry	1,900.31 – 2,791.74 (23.75 – 34.90)	*178.29 (2.23)	1,966.82 – 2,889.45 (24.58 – 36.12)	*184.53 (2.31)
585302	Mechanical Technologist, Qualified	2,615.56 – 3,685.80 (32.70 – 46.07)	*178.37 (2.23)	2,707.10 – 3,814.80 (33.84 – 47.68)	*184.61 (2.31)
585502	Mechanical Technologist, Senior Qualified	3,457.90 – 3,923.34 (43.22 – 49.04)	155.15 (1.94)	3,578.93 – 4,060.66 (44.73 – 50.76)	160.58 (2.01)
585802	Mechanical Technologist, Team Lead	3,537.67 – 4,003.09 (44.23 – 50.04)	155.15 (1.94)	3,661.49 – 4,143.20 (45.78 – 51.79)	160.58 (2.01)
586801	Maintenance Technician	3,014.39 – 3,606.03 (37.68 – 45.07)	197.22 (2.46)	3,119.89 – 3,732.24 (39.00 – 46.65)	204.12 (2.55)
586901	Lead Maintenance Technician	3,808.80 (47.61)		3,942.11 (49.28)	
587800	Equipment Mechanic Journeyman	3,073.11 – 3,233.51 (38.41 – 40.42)	160.40 (2.01)	3,180.67 – 3,346.68 (39.75 – 41.83)	166.01 (2.08)
587900	Lead Equipment Mechanic	3,073.11 – 3,554.32 (38.41 – 44.43)	160.40 (2.01)	3,180.67 – 3,678.72 (39.75 – 45.99)	166.01 (2.08)

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 and successful completion of Company examinations. The words "Company examinations" shall refer to existing written examinations.
3. The following rules apply to a new employee:
 - (a) The Company will place a new employee within a salary range on the basis of market hiring rates.
 - (b) After a new employee successfully completes the probationary period, the employee will receive one increment. At the date of the first increment review (January 1 or July 1 as appropriate) following appointment to permanent staff, the increment adjustment as applicable will be retroactive to the date of appointment to permanent staff. This means that the employee will receive 1/12 or 1/6 (for annual or semi-annual review respectively) of the increment for each month since appointment to permanent staff. These increments will be subject to clause 2 of these notes. This provision is waived for apprentice employees listed in Schedule 54.
4. When an employee moves to a Job with a higher maximum rate of pay than his current Job, the employee shall be placed within the new salary range at a rate that reflects an increase in wage no less than one increment in the range from which the employee was promoted. This does not apply in the case of progression Jobs.
5. If an employee is accepted under a Job Posting for a Job at a lower level or is transferred to such a Job at his own request, the employee will be paid at an appropriate level within the wage range for the lower-level Job Class.

ROTATING SHIFTS

Introduction

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

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

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

Application

This article applies to employees in Job classes required to work a series of rotating shifts, including:

460100 Assistant Transmission Operator	531500 Work Desk Representative, Entry
460500 Transmission Operator	531600 Work Desk Representative, Qualified
470300 Distribution Operator	586800 Maintenance Technician

ARTICLE 15.00 HOURS OF WORK

Subject to the specific exceptions set out in this article, the normal hours of work for rotating shift employees are outlined in the following table:

Normal Hours of Work Rotating Shift Employees

Normal Working Day (paid)	8 to 12 hours (as per schedule)
Working Day to be scheduled between the hours of	0000-2400
Normal Work Week	40 hours per week averaged over shift cycle

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

Master Schedule

15.03 For the purposes of this clause, "master schedule" means the schedule used to develop the individual schedules of employees.

- (a) The parties acknowledge that each work group has a master schedule and policies that govern how the master schedule is to be administered. The Company will provide the Association with a copy of each master schedule and the related policies.
- (b) The master schedule in effect shall not be changed, except in accordance with this clause.
- (c) Where, due to changing business needs, the Company plans to change the master schedule:
 - (i) The Company will give the Association at least six months written notice of its plan.
 - (ii) Appropriate representatives of the Association and the Company will meet to discuss the Company's plans and the method of implementation that minimizes negative impact on the employee.
 - (iii) The parties will use their best efforts to work together to develop an acceptable means of administering the revised master schedule.
 - (iv) The Company will file the revised schedule with the Association.
- (d) 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 notice being delivered,
 - (i) The applicable manager and/or his designee will meet with the Association's designates to discuss the issue.
 - (ii) The parties will use their best efforts to work together to resolve the issue.
 - (iii) The Company will review any new or revised policy with affected employees and will file the policy with the Association.
- (e) Where the parties' best efforts do not result in a mutually acceptable resolution under paragraph (c) or paragraph

(d), the Company may make policy changes it requires to meet business needs.

- (f) For the purposes of Article 28.00 (grievance procedure), an action taken by a supervisor or manager under a policy described in this clause shall constitute a matter of application or administration of this collective agreement.
 - (i) Each master schedule will specify the maximum number of consecutive 12-hour shifts an employee will be required to work. If, as a result of a schedule change, an employee works more consecutive 12-hour shifts than allowed under the master schedule, the employee will be paid at the overtime rate for each shift in excess of the allowed maximum. This entitlement affects only those shifts added by the schedule change, not the shifts an employee was scheduled to work prior to the change.

15.04 In administering the master schedule,

- (a) An employee who is scheduled to work a day shift on a given Day must be given 10 Days notice if the Company reschedules him to work the night shift of that same Day.
- (b) An employee who is scheduled to work a night shift on a given Day must be given 10 Days notice if the Company reschedules him to work the day shift of that same Day.
- (c) If the Company fails to give the proper notice under this clause, an employee will be paid at the overtime rate for the first two affected shifts.
- (d) This clause does not apply to an employee working a spare shift.

15.05 If a shift schedule change affects Days off in the 35-Day period following posting of the new schedule, the employee will be paid the overtime rate for the first five Days worked which, under the previous schedule, would have been Days off. This clause does not apply to operators working spare shifts.

- 15.06 The following rules apply to a shift employee when changing from Mountain Standard Time to Mountain Daylight Time and vice versa.
- (a) When the spring time change occurs, an employee will receive his scheduled straight time hours when he works a full shift that begins between 1800 hours and 2000 hours Saturday.
 - (b) When the fall time change occurs, an employee will receive his scheduled straight time hours and one hour overtime when he works a full shift that begins between 1800 hours and 2000 hours Saturday.
- 15.07 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.
- 15.08 If an employee owes time to the Company because of a shift schedule change, but is called out to work on his Day off, the time worked will be paid at the overtime rate and not deducted from the time owed.
- 15.09 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 provided to each affected employee.
- 15.10 The Company will post the shift schedule covering, at minimum, the next 60 Days.
- 15.11 If the Company wishes to change the shift schedule, it will be signed and dated by the responsible supervisor or designee, and provided to each affected employee.
- 15.12 If an employee's schedule is changed, the supervisor or designee will either:
- (a) provide the employee written notice of the change or
 - (b) advise the employee of the change by telephone or in person and then send the employee a written confirmation of the change, making sure that the confirmation includes

a note as to when the telephone or in-person notice was given.

- 15.13 An employee may exchange shifts, subject to the following rules:
- (a) The exchange must be approved by a supervisor or designee.
 - (b) The arrangement for the exchange must be documented.
 - (c) The exchange must not result in the Company incurring costs higher than those that would be incurred if the exchange was not allowed.
- 15.14 By joint agreement between an employee and his supervisor, the hours during which an employee's Working Day may be scheduled may be changed. In these cases,
- (a) There will be no payment for overtime or shift differential for the agreed-upon hours of work.
 - (b) A joint agreement will be put in writing and sent to the Senior Manager, Human Resources and the Association if:
 - (i) it is intended to last for more than six months or
 - (ii) it has lasted for six months, whether that was the intention or not.
- 15.15 By joint agreement with his supervisor, an employee may take time off without pay.
- (a) An employee is encouraged, but not required, to provide as much advance notice as possible of a request for time off without pay, recognizing that the greater the notice, the more likely a supervisor can accommodate the employee's request.
 - (b) Supervisors will respond as soon as possible to a request under this clause.
 - (c) Supervisors will not unreasonably withhold approval for a request for time off without pay. However, nothing in this clause guarantees that such a request will be granted.

15.16

- (a) The Association and the Company 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 and in accordance with standards established by the Company or applicable legislation.
 - (i) No scheduled work shift will exceed 12 hours in length.
 - (ii) No employee will be allowed to work more than 16 hours in a 24-hour period.
- (b) If an employee works 16 hours in any 24-hour period, the employee will be allowed eight consecutive hours of rest.
- (c) An employee who, as a result of a callout, works at any time between midnight and the time three hours before the start of his next regularly scheduled Working Day or regularly scheduled shift is entitled to have eight consecutive hours of rest beginning at the end of the work for which the employee was called out.
- (d) If an employee's eight hours of rest under paragraph (b) or (c) extends into the last two hours of his next regularly scheduled Working Day or regularly scheduled shift, the employee shall not be required to work those hours.
- (e) When an employee is at rest because of this clause, the employee will not suffer any loss of wages.
- (f) When an employee is at rest because of this clause, the Company may request the employee to return to work. If the Company makes such a request and the employee agrees to return, the employee will be paid, in addition to normal wages, an amount equal to his normal hourly rate for each hour worked during normal scheduled working hours during which the employee was entitled to be at rest.
- (g) These clauses are intended to be compliant with all applicable legislation, including provincial labour standards and national safety codes. If any of these clauses are

determined to be in contravention with legislation, the parties agree to amend these clauses to be in compliance.

Jasper Generating Station

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

- (a) An employee who is scheduled to work a day shift on a given Day must be given 48 hours notice if the Company reschedules him to work the night shift of that same Day. If the Company fails to give this notice, the employee will be paid at the overtime rate for the first shift worked.
- (b) An employee who is scheduled to work a night shift on a given Day must be given 48 hours notice if the Company reschedules him to work the day shift of that same Day. If the Company fails to give this notice, the employee will be paid at the overtime rate for the first shift worked.
- (c) An employee must be given 48 hours notice if the Company changes his schedule to require him to work on a Day that was previously scheduled to be a Day off. If the Company fails to give this notice, the employee will be paid at the overtime rate for the first shift worked.
- (d) If an employee is scheduled to work a spare shift and is rescheduled or called in to work a regular shift on the same Day, and the hours scheduled for the spare shift are less than the hours scheduled for the regular shift, the employee will be paid at the overtime rate for those hours worked outside the hours the employee was originally scheduled to work.
- (e) Subject to paragraph (d), 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.
- (f) An employee working spare shifts can be scheduled to work either an eight-, 10- or 12-hour shift. This does not apply to Jasper Generating Station employees who work a maintenance shift as part of their schedule.

- (g) The Company may change an employee's spare shift from the originally scheduled hours to one with fewer hours (e.g., to an eight-hour from a 12-hour spare shift) by giving the employee 48 hours notice. If the required notice is not provided, the employee will be paid at the normal rate for the originally scheduled hours.
- (h) An employee scheduled or rescheduled to work a spare shift can be rescheduled to work a longer spare shift (e.g., from an eight-hour to a 12-hour spare shift) on 48 hours notice. If the required notice is not given, the employee will be paid at the overtime rate for any hours worked beyond the originally scheduled hours.

15.18 An employee will be paid for the time spent traveling between Jasper Generating Station and the specified community for the station where he:

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

15.19

- (a) If one or more units is shut down for maintenance, an affected employee may be scheduled to a maintenance work week, provided that he returns to his previously scheduled rotating shift schedule, as and when required. For the purposes of this clause, a maintenance week involves the working hours applicable to the Technical and Trades section.
- (b) For a planned unit shutdown, the Company will give an affected employee five Days notice of rescheduling. If notice is not given, the first two Days worked on the new schedule will be paid at the overtime rate.
- (c) For an unplanned unit shutdown, the Company will give an affected employee 24 hours notice of rescheduling. If notice is not given, the first Day worked on the new schedule will be paid at the overtime rate.

- (d) The Company will give an employee 24 hours notice when he is to return to his previous shift schedule. If the required notice is not given, the first shift will be paid at the overtime rate.
- (e) 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.

Additional Vacation for Shift Exchange

15.20 To recognize the time spent at work during shift exchange, an employee who has worked rotating shifts will receive additional vacation at one of the following rates:

- (a) 45 to 74 shifts in the previous calendar year – 24 hours of vacation
- (b) 75 or more shifts in the previous calendar year – 40 hours of vacation.

ARTICLE 18.00 HOLIDAYS

18.01 Subject to Clause 18.03, an employee will receive a Day off with pay for each of the following holidays:

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

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

18.03 An employee will be paid for a holiday only if he:

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

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

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

18.05

- (a) When a holiday falls on an employee's regular Day off, that employee shall receive, at his option:
 - (i) holiday pay equal to the greater of the daily scheduled hours worked immediately before or immediately after the holiday or
 - (ii) an equivalent Day off with pay at a time that is mutually agreed by the employee and supervisor. If the Day off cannot be scheduled then the default is to pay out the holiday pay.
- (b) Once the employee has made a decision to take either the holiday pay or a day off with pay and has confirmed this decision with his supervisor or designate, any change from the original decision will have to be mutually agreeable.

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

ARTICLE 21.00 SHIFT DIFFERENTIAL

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

21.02

- (a) In addition to any other pay to which he is entitled, an employee will receive a shift differential payment for:
 - (i) the regularly scheduled hours worked beyond eight hours of a day shift
 - (ii) each hour of a regularly scheduled evening shift or night shift
 - (iii) all hours worked on Sunday.
- (b) The shift differential payment for 2012 will be \$2.35 per hour
- (c) Future negotiated wage increases will be applied to the shift differential.

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

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

AE - SCHEDULE 46**Minimum Bi-weekly (Hourly) Wage Ranges**

Job Class Number	Job Title	Bi-weekly Wage Range Jan. 1, 2012 (3.5%)	Increment	Bi-weekly Wage Range Jan. 1, 2013 (3.5%)	Increment
460100	Assistant Transmission Operator	\$3,439.48 – 3,731.37 (\$42.99 – \$46.64)	\$145.94 (\$1.82)	\$3,559.85 – 3,861.97 (\$44.49 – \$48.27)	\$151.05 (\$1.88)
460500	Transmission Operator	3,589.38 – 4,062.71 (44.87 – 50.79)	157.78 (1.98)	3,715.01 – 4,204.90 (46.44 – 52.57)	163.30 (2.05)

AE - SCHEDULE 47**Minimum Bi-weekly (Hourly) Wage Ranges**

Job Class Number	Job Title	Bi-weekly Wage Range Jan. 1, 2012 (3.5%)	Increment	Bi-weekly Wage Range Jan. 1, 2013 (3.5%)	Increment
470300	Distribution Operator	\$3,515.43 – 3,911.87 (\$43.95 – \$48.89)	\$198.22 (\$2.47)	\$3,638.47 – 4,048.79 (\$45.49 – \$50.60)	\$205.16 (\$2.56)

AE – SCHEDULE 53**Minimum Bi-weekly (Hourly) Wage Ranges**

Job Class Number	Job Title	Bi-weekly Wage Range Jan. 1, 2012 (3.5%)	Increment	Bi-weekly Wage Range Jan. 1, 2013 (3.5%)	Increment
531500	Work Desk Representative Entry	\$1,944.71 – 2,290.15 (\$24.31 – \$28.63)	*\$115.14 (\$1.44)	\$2,012.77 – 2,370.31 (\$25.16 – \$29.63)	*\$119.17 (\$1.49)
531600	Work Desk Representative Qualified	2,051.07 – 2,528.78 (25.64 – 31.61)	119.31 (1.49)	2,122.86 – 2,617.29 (26.54 – 32.72)	123.49 (1.54)

AE – SCHEDULE 58**Minimum Bi-weekly (Hourly) Wage Ranges**

Job Class Number	Job Title	Bi-weekly Wage Range Jan. 1, 2012 (3.5%)	Increment	Bi-weekly Wage Range Jan. 1, 2013 (3.5%)	Increment
586800	Maintenance Technician	\$3,014.39 – 3,606.03 (\$37.68 – \$45.07)	\$197.22 (2.46)	\$3,119.89 – 3,732.24 (\$39.00 – \$46.65)	\$204.12 (\$2.55)

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 and successful completion of Company examinations. The words "Company examinations" shall refer to existing written examinations.
3. The following rules apply to a new employee:
 - (a) The Company will place a new employee within a salary range on the basis of market hiring rates.
 - (b) After a new employee successfully completes the probationary period, the employee will receive one increment. At the date of the first increment review (January 1 or July 1 as appropriate) following appointment to permanent staff, the increment adjustment as applicable will be retroactive to the date of appointment to permanent staff. This means that the employee will receive 1/12 or 1/6 (for annual or semi-annual review respectively) of the increment for each month since appointment to permanent staff. These increments will be subject to Clause 2 of these notes. This provision is waived for apprentice employees listed in Schedule 54.
4. When an employee moves to a Job with a higher maximum rate of pay than his current Job, the employee shall be placed within the new salary range at a rate that reflects an increase in wage no less than one increment in the range from which the employee was promoted. This does not apply in the case of progression Jobs.
5. If an employee is accepted under a Job Posting for a Job at a lower level or is transferred to such a Job at his own request, the employee will be paid at an appropriate level within the wage range for the lower-level Job Class.

LETTERS OF AGREEMENT

LETTER OF AGREEMENT
RE: COMMITMENT TO HEALTH, SAFETY, WELLNESS AND THE
ENVIRONMENT

Ensuring the health and well being of all employees, ensuring the safety of its workers, and respecting the environment are key values shared by the Association and the Company. The Company has adopted a management approach to health, safety, wellness and the environment that is embodied in ATCO Electric's principles statement. That statement and its supporting activities incorporate the following key concepts and principles:

- Practice safety first, always.
- Question any procedure or workplan that is not clear or that raises concerns.
- Refuse to do unsafe work.
- Look out for fellow workers.
- Conduct a hazard and risk assessment and prepare a job plan.
- Demonstrate personal involvement.
- Productivity does not justify injury.
- Employees have the right to work in an environment that is free from violence, bullying, harassment and discrimination.
- Responsibility to work safely rests with employees, supervisors, managers and executives. Ensure workplace health and safety and environmental protection in the job and be accountable for understanding and following HSE requirements.
- Commitment to employee involvement and engaging workers appropriately in key activities and decisions.

The Association and the Company are committed to upholding those key concepts and principles. Management of health, safety, wellness and the environment is an ongoing process. The Association and the Company will work to foster a work environment that is conducive to "Safety First, Always" that promotes the well being of the individual and ensures activities that minimize the environmental impact of our activities.

The Association and the Company will demonstrate and sustain their commitment to health, safety, wellness and the environment by participating in the HSE Working Group and by sponsoring or supporting other joint efforts.



President, ATCO Electric Ltd.
Operations Division



Business Manager,
Canadian Energy Workers
Association



President, ATCO Electric Ltd.
Capital Projects Division



President, Chapter 101,
Canadian Energy Workers
Association

**LETTER OF AGREEMENT
RE: JOB POSTING**

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

Clause 14.10 specifies that "first consideration" on applications for a Job Posting will be given to members of the bargaining unit. It is agreed that, for the purposes of this Letter of Agreement, the bargaining unit referred to in Clause 14.01 is composed of the six bargaining units (composite bargaining unit) who represent the employees of ATCO Electric, Yukon Electrical Company Limited, Northland Utilities (NWT) Limited, ATCO I-Tek Business Services Ltd., Northland Utilities (Yellowknife) Limited and ATCO Power. These six bargaining units will be treated as one unit with respect to this article. For all Job Postings, the Company will therefore hire through the Job Posting procedures of the composite bargaining unit, provided a suitable candidate meets the minimum Job requirements. If a suitable candidate cannot be hired, the Company has the right to hire externally.

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

- (a) Northland Utilities (NWT) Limited and its employees' association, Yukon Electrical Company Limited and its employees' association and ATCO I-Tek Business Services Ltd., Northland Utilities (Yellowknife) Limited, ATCO Power and the Canadian Energy Workers Association (Chapters 101, 102, 103 and 104) must enter into agreements that are, in substance, identical to the above.
- (b) No employee of Yukon Electrical Company Limited, Northland Utilities (NWT) Limited, ATCO I-Tek Business Services Ltd., Northland Utilities (Yellowknife) Limited or ATCO Power will have a right to grievance under the ATCO Electric - Canadian Energy Workers Association Collective Agreement;
- (c) The Company will not appoint a member of the Association to a bargaining unit Job (not governed by the Collective Agreement). This means that the Company cannot appoint a member of the Association into a bargaining unit Job in respect to Yukon Electrical Company Limited, Northland Utilities (NWT) Limited, ATCO I-Tek Business Services Ltd., Northland Utilities (Yellowknife) Limited or ATCO Power. This limitation, however,

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

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

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



President, ATCO Electric Ltd.
Operations Division



Business Manager,
Canadian Energy Workers
Association



President, ATCO Electric Ltd.
Capital Projects Division



President, Chapter 101,
Canadian Energy Workers
Association

**LETTER OF AGREEMENT
RE: SEVERANCE PROVISIONS**

1. The Company may request a signed Release from a Permanent Employee (including a Permanent Part-time Employee) whose employment is terminated under Article 34.00 of this collective agreement. The format of the Release shall be as per Attachment A. In any case when the Company makes such a request, notice will be provided to the Association of such a request. The Company will advise the employee of his right to consult with the Association and will provide reasonable opportunity to do so. The signing of the Release is at the discretion of the employee.

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

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

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

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

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



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GENERAL RELEASE FOR REDUCTION OF STAFF

I release and discharge ATCO Electric (the Employer) and the Canadian Energy Workers' Association (CEWA), and their respective personal representatives, and agents, from any and all claims, or actions for anything whatsoever arising out of the termination of that employment due to reduction of staff, or the representation I have received from CEWA.

This Release is intended to end any obligations of my Employer or CEWA arising from the termination of my employment due to reduction of staff and the representation I have received from CEWA in that regard.

This Release releases the Employer and CEWA of any complaint I have for discrimination or harassment pursuant to the *Human Rights Act* and the *Employment Standards Code* as it relates to the reduction of staff.

I confirm that I have had the opportunity to obtain advice in respect of this release, that I fully understand the terms of this Release and that I am signing this voluntarily and of my own free will.

Dated at _____, Alberta this ____ day of _____,
20__.

[signature of witness]
release]

[signature of person executing
release]

[print name of witness]
release]

[print name of person executing
release]

**LETTER OF AGREEMENT
RE: PENSION AND BENEFITS**

The Company recognizes the advantage of providing a competitive and comprehensive pension and benefits package as one of the means to attract and retain employees.

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

The Company is committed to considering feedback from the Association and its members about the pension and benefits package, including northern benefits, at any time.

Furthermore, on an annual basis, the Association and the Company will meet to discuss pension and benefit related items with the intent that such input will be taken forward to provide the opportunity to influence change.

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



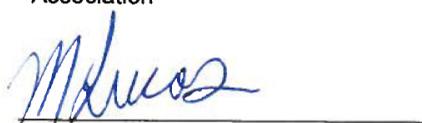
President, ATCO Electric Ltd.
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President, ATCO Electric Ltd.
Capital Projects Division



President, Chapter 101,
Canadian Energy Workers
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**LETTER OF AGREEMENT
RE: VACUUM OIL PROCESSOR OPERATION**

Introduction

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

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

Application

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

Changes to Agreement

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

1. The normal hours of work in a day to perform the oil processor operation may be scheduled between the hours of 0000-2400.
2. For the hours worked between 1900-0500 a vacuum oil processing premium of \$5.00 per hour shall be applied to the employee's normal hourly rate. This premium pay does not apply to overtime hours.
3. The maximum number of times that an employee may be scheduled to perform the oil processing function outside of the normal hours is 12 times per calendar year.

4. Due to the nature of vacuum filling, many variables can affect the scheduling of the employees. Flexibility is required to accommodate unforeseen changes in the Job. The supervisors and employees require the flexibility to change their schedules, without the 48 hour notice, providing both parties agree.

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



President, ATCO Electric Ltd.
Operations Division



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Canadian Energy Workers
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President, ATCO Electric Ltd.
Capital Projects Division



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LETTER OF AGREEMENT
RE: TEMPORARY ASSIGNMENT OF PERMANENT EMPLOYEES

The parties agree that Permanent Employees may be temporarily assigned to meet operational requirements or to accommodate an employee's personal need. For the purpose of this Letter of Agreement, a temporary assignment is defined as a temporary change in primary duties and/or work location.

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

1. Reasons for the temporary assignment
2. Nature of the assignment
3. Term (duration)
4. Employee's current Job Class and the Job Class to which he is being temporarily assigned
5. Location of the assignment
6. Provisions for meals, travel and accommodation expenses (if applicable)
7. Provisions agreed upon by the employee, the Association and the Company about Job placement at the end of the temporary assignment; e.g.,
 - (i) Reinstatement of the employee in the position occupied when the temporary assignment started.
 - (ii) Provide the employee with alternative work of a comparable nature.
 - (iii) Provide the employee with a position mutually agreed upon by the employee, Association and the Company.

Refer to Clause 12.07 for assignments to a higher classification that last longer than three (3) months.

The Company will, after discussing the assignment with the employee, provide a copy of the proposed assignment terms to the employee and the Association.

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

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

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



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Capital Projects Division



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

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

Only Job-related experience will be taken into account for current and future vacation entitlement. The related experience is deemed as continuous service for the purpose of Article 19.00 only.

A new hire will not receive more vacation than he would be entitled to under Clause 19.02.

The Company must inform the Association, in writing, when this provision is applied.

Application of this Letter of Agreement will be monitored to determine its effectiveness at the first ERC meeting of each calendar year.

Either party may terminate this Letter of Agreement with 60 Days written notice. Both parties commit to initiate mutual discussion before taking steps to terminate the LOA.



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LETTER OF AGREEMENT
RE: JOB DESCRIPTIONS AND EVALUATIONS

The Association and the Company agree that the existing in-scope Job descriptions are outdated and require updating. The parties share a common goal to ensure that Job descriptions are current and that Jobs are fairly evaluated. During the term of this collective agreement, the Company commits – with active engagement from employees and the Association – to update Job descriptions.

The Company will work collaboratively with the Association to:

- determine a consultation process to review and update Job descriptions
- determine the resources and time commitments required for this review
- involve employees in the Job description review and updating process
- establish key milestones and deliverables.

Respecting the rights of management to establish and implement a new Job or Job Class and set the wage rate for it, the Company will work collaboratively with the Association to:

- seek input regarding the establishment of new Jobs or Job Classes
- review the current structure of Job Classifications and recommend amendments or improvements, as appropriate
- determine a common Job evaluation process for all Job Classes.

Recognizing the Association's duty to fairly represent its members, the Company and Association will also explore the idea of establishing a joint Job evaluation committee.

The Association and the Company acknowledge that this is a significant undertaking and may take upwards of two to three years to finalize. The first goal is to complete a draft of updated in-scope Job descriptions.

This Letter of Agreement does not replace the current provisions of Article 13.00 in the collective agreement. As an outcome of the collaborative work described above, the parties may recommend amendments to Article 13.00.



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**LETTER OF AGREEMENT
RE: HOURS OF WORK**

The Alberta Utilities Commission (AUC) has mandated that Alberta Utilities move towards a Performance-based Regulations model. This will mean that the Company will continue to be diligent in ensuring that costs are managed effectively and that customers choose them as the preferred supplier.

Therefore, the Company and the Association agree that, during the term of this collective agreement, they will meet to discuss what the hours of work need to be to meet requirements of both parties.

These discussions are intended to be exploratory in nature, taking into account not only the business needs but also quality of life issues for workers.



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**LETTER OF AGREEMENT
RE: BANKED TIME**

The company recognizes the desire for additional time off flexibility of employees.

It is agreed that this agreement provides the opportunity for an employee to deposit and withdraw banked overtime hours under Article 16.00 at a later date. It is administered on an 'earn and deposit now' and 'use later' basis.

The provisions of the banked time agreement are as follows:

An employee may bank some or all overtime worked.

An employee must bank time in increments of one hour of overtime worked.

One hour of overtime worked equals two hours of banked time.

Employees will be able to "bank" and withdraw to a maximum of 40 hours (the equivalent of 20 overtime hours worked) per calendar year.

The withdrawal of time banked is administered by verbal approval, followed by completion of the required documentation or by the completion of the withdrawal documentation and required approvals by his supervisor.

The employee will, wherever possible, provide at least five Days advance notice for the withdrawal of banked time, recognizing that the greater the notice, the greater the possibility to accommodate the employee's request and ensuring the operational needs of the Company are met. Requests for banked time withdrawal will not be unreasonably refused if they can be accommodated.

The withdrawal of banked time can be cancelled with 24-hours notice for operational emergencies.

The approval and withdrawal of banked time is not intended to create an overtime situation.

Any banked time not withdrawn by December 31 (to be used as time) will be paid out in dollars.

The Employee Relations Council will monitor the administration and application of this letter for the term of this collective agreement and will make changes, as required.



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