

AGREEMENT

between



and



July 1, 2014 – December 31, 2014

AGREEMENT

THIS AGREEMENT is made as of the 1st day of July A.D., 2014

BETWEEN

ATCO I-Tek BUSINESS SERVICES LTD., a body corporate with head office in 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 *Alberta Labour Relations Code*, of the City of Edmonton (hereinafter called "the Association"),

OF THE SECOND PART.

Whereas the Company is engaged in providing timely and efficient services to a broad range of customers including, but not limited to, utilities, municipalities and energy retailers engaged in the business of producing, purchasing, transmitting, distributing, delivering and selling natural gas, electricity, water, sewer, telecommunications and related products;

AND

Whereas, by Certificate No. 40-2002 (hereinafter called "the Certificate") issued by the Alberta Labour Relations Board (hereinafter called "the Board") made pursuant to the provisions of the Alberta Labour Relations Code, the Association has been certified as the bargaining agent for a unit of employees of the Company, comprising:

"All employees, except those employed as managers, supervisors, in professions and in confidential capacities."

SPIRIT OF AGREEMENT

Whereas the Company is an organization wherein the money of investors is combined with the judgement, abilities, experience and energy of the management and employees to provide efficient utility and other services to its clients and customers.

AND

Whereas it is agreed that the service rendered by the Company, its management and employees, directly or indirectly to 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's business.

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

AND

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

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ARTICLE 1.00 TERM OF COLLECTIVE AGREEMENT

- 1.01 This Collective Agreement shall come into effect and force on the first day of July 2014 and, unless terminated in the manner provided in Clause 1.02, shall continue in operation until the 31st day of December 2014.
- 1.02 If either the Company or the Association wishes to negotiate a new Collective Agreement to replace this Collective Agreement, it must give the other party notice no later than March 15 in the final year of the Collective Agreement.
- 1.03 If either party gives notice of its intention to negotiate a new Collective Agreement to replace this Collective Agreement, the parties shall meet and exchange proposals no later than March 15 in the final year of the Collective Agreement. The parties will then undertake negotiations for a new Collective 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 Collective Agreement through Voluntary Interest Arbitration in accordance with Article 34.00 of this Collective Agreement and Part 2, Division 15 of the *Labour Relations Code*.
- 1.07 Prior to the convening of an arbitration board under Article 34.00, 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 INTERPRETATIONS

Words defined in Article 2.00 have specific meaning related to this Collective Agreement and are, therefore, capitalized throughout the Collective Agreement.

- 2.01 For the purposes of this Collective Agreement,
 - (a) "Association" means the Canadian Energy Workers Association.
 - (b) "Collective Agreement" means an agreement, in writing, between the Company and the Association that contains terms and conditions of employment and may include letters of agreement, letters of understanding and appendices.
 - (c) "Company" means ATCO I-Tek Business Services Ltd.
 - (d) "Continuous Service" means unbroken employment within the ATCO group of companies commencing with the date of hire to a permanent position.
 - (e) "Day", unless modified, means a calendar day.
 - (f) "Job" means a unique position within the Company.
 - (g) "Job Class" means all Jobs in the Company with the same basic title.
 - (h) "Job Posting" means a document that invites applications for a vacant Job or a new Job.

- (i) "Temporary Job" means a Job of limited duration designed to cover off a permanent role or a Job that has not been determined to be permanent or ongoing.
 - (j) "Week" means a calendar week from Sunday 00:00:00 to Saturday 23:59:59.
- 2.02 All employees covered by this Collective Agreement shall fall into the following categories: Permanent Full-time Employees, Permanent Part-time Employees, Temporary Employees or Probationary Employees.
- 2.03 "Permanent Full-time Employee" means an employee who has been appointed to a permanent Job and has completed a probationary period required by Clause 2.06.
- 2.04 "Permanent Part-time Employee" means an employee who has been appointed to a permanent Job, has completed a probationary period required by Clause 2.06 and who works a regular schedule of reduced hours each Day or Week, totalling 16 hours or more per Week, up to a maximum of the weekly hours worked by a Permanent Full-time Employee. The regularly scheduled hours of Permanent Part-time Employees will not be more than 80% of the normal hours (on an annual basis) for the Job in which they are placed. Any overtime hours worked do not count toward the 80% calculation.
- 2.05 A Temporary Employee is a person contracted for work that is not of a permanent or continuing nature or that is of a special, limited term and, in either event, whose employment will be terminated on completion of the work.
- 2.06 A Probationary Employee is a person hired for a Permanent Job, pending successful completion of a probationary period of up to six months.
- (a) An employee may be given up to three months' credited service for relevant experience.
 - (b) The Company may terminate a Probationary Employee, at its discretion, during the probationary period.
 - (c) The Company may request, under Article 35.00, arrangements that may fall outside this definition.

ARTICLE 3.00 RECOGNITION AND APPLICATION

- 3.01 The Company recognizes the Association as the exclusive bargaining agent for the members of the bargaining unit.
- The Company recognizes the right of any bargaining unit member to be represented by an Association officer.
- 3.02 This Collective Agreement applies to all of the Company's employees who are members of the bargaining unit, as established by the Alberta Labour Relations Board certification.

ARTICLE 4.00 VIOLENCE, HARASSMENT AND DISCRIMINATION

- 4.01 The Company will provide employees with an environment free from violence, harassment and discrimination as set out in the *Occupational Health and Safety Act and Code*.

- 4.02 The parties will not discriminate against an individual on any basis prohibited by applicable labour and human rights legislation.
- 4.03 The Company will not discriminate against any employee because of his connection with the Association or activities related to the Association that are permitted by the Company, sanctioned by the terms of the Collective Agreement or are in accordance with those rights and privileges defined in the *Labour Relations Code* or the *Employment Standards Code*.
- 4.04 The Association will not discriminate against any employee because of non-membership in the Association or in accordance with those rights and privileges defined in the *Labour Relations Code* or the *Employment Standards Code*.

ARTICLE 5.00 ASSOCIATION DUES

- 5.01 All members of the bargaining unit shall, as a condition of employment, pay to the Association the dues established by the Association's bylaws.
- 5.02 The Company shall deduct the dues from the employee's pay on a bi-weekly basis, to a maximum of two pay periods per month, and send the money so deducted to the Association within 15 Days.
- 5.03 The Company shall provide the Association with a report that shows the name, classification and amount of dues deducted for every member of the bargaining unit. This report will be generated bi-weekly, to a maximum of twice per month, to correspond with pay periods.
- 5.04 Nothing in this article obliges an employee to become a member of the Association.

ARTICLE 6.00 RIGHTS OF MANAGEMENT

- 6.01 The Company has sole and exclusive control of all matters concerning the operation, management and administration of its business.
- 6.02 The Company has exclusive rights over all matters not addressed by this Collective Agreement and, in general, retains the residual rights of management.
- 6.03 Only specific provisions of this Collective Agreement can serve to abridge any of the Company's rights.
- 6.04 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.
- 6.05 The Company's rights shall be exercised in accordance with its commitments and responsibilities.

ARTICLE 7.00 CONTINUITY OF SERVICE

- 7.01 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.
- 7.02 The employees will not become involved in any of the actions prohibited under Clause 7.01.
- 7.03 The Company will not cause any lockout of employees.

ARTICLE 8.00 NOTICES

8.01 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 Company's Human Resources designate, located at:

10035 105 Street
Edmonton, AB
T5J 2V6

(c) For information purposes only, when notice is given, the Company will provide a copy of that communication to the Chapter President.

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.

8.02 Notice is deemed to be given:

(a) on the Day notice is delivered by e-mail*

(b) on the Day notice is delivered by hand

(c) two Days after the notice is facsimiled*

(d) five Days after the notice is mailed, excluding (a), (b) or (c).

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

Saturdays, Sundays and holidays are excluded from time specifications outlined in Clause 8.02.

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

ARTICLE 9.00 HEADINGS, SCHEDULES AND LETTERS OF AGREEMENT

9.01 Headings used throughout this Collective Agreement are inserted for reference purposes only and are not to be relied on in interpreting the Collective Agreement.

9.02 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.

9.03 The Collective Agreement, inclusive of the articles, wage schedules, together with the notes applying to the schedules, attachments and any letters of agreement, form part of this Collective

Agreement.

- 9.04 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 10.00 GRIEVANCE PROCEDURE

The Company and Association recognize the benefits of minimizing grievances through ongoing communication and effective application of the Collective Agreement.

- 10.01 This grievance procedure will be used to resolve disagreements about the interpretation, application, administration or alleged contravention of the Collective Agreement.

The employee may have an Association representative present at any stage of the grievance procedure.

Discussions

- 10.02 The parties agree that any potential grievance should be resolved as early as possible and, wherever possible, by the employee and the party involved.
- (a) Before submitting a grievance, the employee will try to settle the disagreement through discussion with the:
 - (i) selecting supervisor, if the disagreement relates to a Job Posting or
 - (ii) most immediate supervisor.
 - (b) Discussions should be held as soon as possible after the act that gave rise to the disagreement; the grievance procedure is governed by time limits that are explained in Clauses 10.04 and 10.05.
 - (c) The parties agree that the employee will not be prevented from submitting a grievance in situations where discussion with the supervisor is not possible.
 - (d) The Company and/or the Association may, by mutual agreement, request an internal facilitator at any time in the grievance procedure. The parties must agree to the facilitator and facilitation process; e.g., the problem-solving process.
 - (i) Time limits will not be enforced while the facilitator is working with the parties.
 - (ii) Time limits resume when the facilitation process is complete or when the parties mutually agree to stop the facilitation process.
- 10.03 If the disagreement remains unresolved, the employee may proceed to the grievance procedure, as follows:
- (a) Grievances that involve the termination of an employee start at Step 1 – Termination Grievances.
 - (b) All other grievances start at Step 1 – Grievances Other than Terminations.

Time Limits

- 10.04 The following time limits apply to the grievance procedure:
- (a) The employee must submit a Job Posting grievance within five days of receiving written reasons for not being selected (Clause 11.07).

- (b) The employee must submit a termination grievance within 10 days of receiving the termination notice.
- (c) The employee must submit any other type of grievance within 15 days of the act giving rise to the grievance.

10.05 Whenever a time limit is imposed in this article,

- (a) The number of days begins the day after the notice is received; e.g., If the reasons for not being selected for a Job Posting are received on Monday, Tuesday constitutes day 1. If a grievance is received on Friday, Monday constitutes day 1.
- (b) Calculations do not include Saturday, Sunday or statutory holidays.
- (c) The parties may mutually agree to extend time limits or to waive steps. Any extensions and/or waivers must be in writing.
- (d) If either party fails to meet a time limit established in this article, the grievance is conceded to the other party – unless the parties have mutually agreed to extend the time limit or waive steps under Sub-clause 10.05 (c).

Step 1 – Grievances Other than Terminations

10.06 The employee submits the grievance, in writing, to the:

- (a) selecting supervisor's senior manager, human resources senior manager and the Association when the grievance results from a Job Posting
- (b) employee's senior manager, human resources senior manager and the Association for all other grievances.

10.07 The written grievance will include:

- (a) the nature of the grievance
- (b) the date of occurrence
- (c) the circumstances out of which the grievance arose
- (d) an outline of the steps taken and discussions held to resolve the disagreement
- (e) the clause(s) in issue, including specific and detailed information outlining how the clause(s) have been contravened
- (f) the requested remedy and
- (g) the signature of the employee(s) submitting the grievance.

The employee will continue to perform the duties assigned during the grievance procedure. When the successful employee has been moved into the new Job and a grievance relating to a Job Posting is in process, the Company will not issue a permanent Job Posting to fill the anticipated vacancy, but may fill the vacancy on a temporary basis.

10.08 Within five days of receiving the grievance, the senior manager will:

- (a) discuss the grievance with the employee and supervisor, jointly or separately

- (b) uphold (i.e., agree with) or deny the grievance
- (c) convey the decision, in writing.

When a Job Posting grievance is upheld, the employee initially identified as the successful candidate will be the first person advised of the outcome.

- 10.09 If the grievance is not resolved, the Association may proceed to Step 2 and request that a Grievance Committee be formed. This request is conveyed, by written notice, to the Company, within five days of receipt of the written Step 1 decision.

Step 1 – Termination Grievances

- 10.10 The employee submits the grievance, in writing, to the Senior Manager, Human Resources and to the Association. The written 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 clause or clauses of this Collective Agreement that, it is claimed, have been contravened or infringed upon
 - (e) the requested remedy
 - (f) the signature of the employee submitting the grievance.

Receipt of the grievance constitutes a request to form a Grievance Committee.

Step 2 – All Grievances

- 10.11 The Company and the Association, equally represented, each name up to three members to the Grievance Committee. The party requesting the Grievance Committee includes the names of its members in its notice, under Clause 10.09 or 10.10. The other party responds with the names of its members, in writing, within five days of receiving the notice.

In the case of a termination grievance being filed, both parties will name their members to the Grievance Committee within five days.

- 10.12 The employee who initiated the grievance, the employee's supervisor and the supervisor's senior manager cannot sit on the Grievance Committee. The selecting supervisor and his senior manager are ineligible to sit on the Grievance Committee for a Job Posting grievance.
- 10.13 The Company and the Association exchange all information related to the grievance within four days of forming the Grievance Committee and a minimum of one Day before the Grievance Committee meeting.
- 10.14 The Grievance Committee meets and reviews the written grievance and any relevant information within five days of its formation.
- 10.15 One member of the Grievance Committee is appointed chair; the chair retains the right to vote.
- 10.16 The chair of the Grievance Committee issues written communication of the Grievance

Committee's decision to the employee's senior manager and the Association within five days of the grievance decision, which may:

- (a) uphold the grievance
- (b) deny the grievance or
- (c) report that the Grievance Committee is unable to reach a majority decision.

10.17 A majority decision of the Grievance Committee to uphold or deny the grievance is binding upon both parties.

10.18 If the Grievance Committee reports it is unable to reach a majority decision, the grievance may proceed to Step 3.

Step 3 – All Grievances

10.19 The Business Manager of the Association or the senior manager of the Company submits the grievance and Grievance Committee report to the president of the Company, in writing, within five days of receiving the Grievance Committee report.

10.20 The president of the Company or the president's designate upholds or denies the grievance and notifies the Association, in writing, of the decision within 10 days.

10.21 If the grievance is not resolved satisfactorily, either party may submit the grievance to arbitration.

Grievance Arbitration

10.22 The Association or the Company notifies the other party of its plan to submit the grievance to arbitration within six days of the Step 3 decision. The party requesting arbitration includes a statement of the grievance and the name of its nominee to the arbitration board in the notice.

10.23 Within seven days of receiving this notice, the party receiving the notice names its nominee to the arbitration board and notifies the other party.

10.24 The two nominees select a chair of the arbitration board. If agreement cannot be reached in a reasonable period of time, the representatives request the Director of Mediation Services to appoint a chair.

10.25 Notwithstanding Clauses 10.22 to 10.24, the parties may agree to refer a particular grievance to a single-person arbitration board.

(a) A single arbitrator, appointed under this clause, constitutes the "board" for the purposes of Clauses 10.26 to 10.31.

(b) In this case, the parties agree on an arbitrator within 10 days of the notice required in Clause 10.22. If no agreement has been reached by that time, the parties request the Director of Mediation Services to appoint an arbitrator.

10.26 The arbitration board meets after the chair's appointment and hears evidence the parties may wish to present to assure a full and fair hearing.

10.27 The parties request the board to render its decision within 20 days of its hearing.

10.28 The decision of the board is final and binding on the parties affected by it.

- 10.29 The board's decision shall not alter, amend, add to or change the terms or conditions of this Collective Agreement. It has no jurisdiction to determine any matter other than the grievance before it.
- 10.30 The board's jurisdiction is limited to the remedy requested by the grieving party.
- 10.31 If an arbitration board determines that an employee has been terminated or otherwise disciplined for cause, the board may substitute another penalty for the termination or discipline that, to the board, is just and reasonable in all circumstances.
- 10.32 The parties pay the expenses of their respective nominee. The expenses of the chair are shared equally by the parties. Where arbitration is conducted by a single arbitrator under Clause 10.25, the expenses of the arbitrator are shared equally by the parties.

ARTICLE 11.00 PROMOTIONS, TRANSFERS AND JOB POSTINGS

Permanent Jobs

- 11.01 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 re: Reciprocity. The Company will give first consideration to qualified applicants from within the bargaining unit, as it relates to the Job Posting, before it considers external applicants.

The following provisions will apply:

- (a) In all promotions, voluntary demotions and transfers, the Company will consider experience, education, ability and Job performance related to the requirements of the Job.
 - (b) Where these qualifications are relatively equal for two or more applicants, preference will be given to the person with the greater Continuous Service.
- 11.02 The Company will, but is not obligated to, consider the lateral transfer of an employee with less than one year of service in his present Job.
- 11.03 The Company will issue a Job Posting when the Company has confirmed a vacancy in a permanent full-time or a permanent part-time Job or a new permanent full-time or a new permanent part-time Job is created that is within the scope of this Collective Agreement. The Job Posting will contain the minimum qualifications required for the Job and will identify the name of the selecting supervisor who, on request, will respond to inquiries related to the Job.
- (a) The Company will confirm the vacancy and issue a Job Posting in a timely manner.
 - (b) A copy of all Job Postings will be sent to the Association office within one Day of the Job being posted.
 - (c) All Jobs shall be posted for a period of not less than 14 Days.
 - (d) The Company will notify the Association of all vacant Jobs on a monthly basis.
 - (e) For administrative purposes, vacancies for Call Centre Representatives in Job Classes 120200 and 120300 can be delayed until the next training class is scheduled.
- 11.04 The Company may assess a permanent Job that becomes vacant to ensure the Job is required to meet business needs.

- (a) The Company will provide notice to the Association, on a monthly basis, when it plans to delay posting a Job in order to do an assessment and will include the reasons for the assessment.
- (b) The Company may fill the Job on a temporary basis during the assessment period. This assessment period will not exceed 180 Days.
- (c) The Company may decide not to post a permanent Job if the assessment indicates the Job is no longer required.
 - (i) If it is determined a permanent Job will not be posted, the Company will provide notice to the Association, within the assessment period in 11.04 (b), stating the reasons behind the decision.
- (d) The Company will post a permanent Job if the assessment indicates the Job is required.
 - (i) The Company will provide notice to the Association of the result of the assessment and will issue a Job Posting within the assessment period in 11.04 (b).
- (e) The parties understand that a Job under assessment, due to system enhancements, may take additional time.
 - (i) The Company may utilize the provisions under Article 35.00 should an assessment exceed 180 Days. The Association will not unreasonably deny the request.

11.05 The Company may fill or decline to fill any Job that has been posted.

- (a) If the Company decides to fill the Job, it will attempt to make its selection within 30 Days of the close of the Job Posting.
- (b) In the event that a Job Posting is placed on hold or cancelled, the Company will provide notice to all applicants within five Days and to the Association within one Day of that decision (excluding Saturday, Sunday and holidays).

11.06 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.

11.07 An employee who applied, but was not the successful candidate on a Job Posting, may request feedback and reasons for not being selected.

- (a) The request for feedback is made to the selecting authority identified on the Job Posting within five work days of the employee receiving notice of the selection decision.
- (b) The selecting authority will provide verbal feedback and written reasons for the selection decision within seven Days of receiving the request.
- (c) The employee may choose to have an Association representative present at the feedback session; he will advise the selecting authority, in advance, if he will be accompanied by an Association representative.

Temporary Jobs

11.08 A Temporary Job is designed to cover off a permanent role (e.g., parental leave) or a Job that has not been determined to be permanent or ongoing.

- (a) Temporary Jobs are usually established for a specific duration.

- (i) The Company will advise the Association, before the end of the term, if a Temporary Job is to be extended.
 - (ii) The Company will advise the employee if the term of a Temporary Job is to end earlier than the established date.
- (b) The Company will, in most cases, inform employees about Temporary Jobs, above entry level, that are six months or longer in duration.
- (i) The Company will use Job notices to communicate Temporary Job opportunities.
 - (ii) The Company will advise the Association about exceptions and/or appointments.
- (c) The Company may advise employees of Temporary Jobs that are three to six months in duration.
- (d) The Company will generally fill Temporary Jobs with existing employees, based on the requirements of the Job.
- (i) An employee who applied on a notice and was not successful for a Temporary Job may request verbal feedback from the selecting supervisor.
 - (ii) Temporary assignments to a Job with a higher rate of pay will be administered under Article 14.00.

ARTICLE 12.00 JOB EVALUATION

- 12.01 When significant changes occur in a Job or Job Class, such that the employee, the Association or the Company feels the Job may be in an inappropriate Job Class:
- (a) The employee may request an evaluation of his Job by sending a written request, with a current Job description that has been approved by his manager, to the Senior Manager, Human Resources and to the Association. The Company will begin the evaluation within 30 Days of receiving the request.
 - (b) The Association may request an evaluation of a Job or Job Class by sending a written request, with a current Job description that has been approved by the respective manager, to the Senior Manager, Human Resources. The Company will begin the evaluation within 30 Days of receiving the request.
 - (c) The Company may, on its own initiative for whatever reason, initiate an evaluation of a Job or Job Class; in which case, it will notify the Association, in writing, within five Days of beginning the evaluation.
- 12.02 The Company will complete the evaluation no later than 90 Days after a request was received or notice was provided under Clause 12.01.
- 12.03 Within five Days of completing the evaluation, the Company shall notify the Association, in writing, of the result of any Job evaluation. This notice shall be provided prior to notifying impacted employees.
- 12.04 If an Employee or the Association disagrees with the result of the evaluation completed under Clause 12.01, an appeal can be initiated, using the procedure set out in clauses 12.06 and 12.07.
- 12.05 The incumbent remains in the Job, regardless of the outcome of a Job evaluation.

Appeal Procedure

- 12.06 The Association shall begin an appeal by giving notice to the Senior Manager, Human Resources within 14 Days of receiving notice of the Company's decision under Clause 12.03.
- 12.07 The appeal will be dealt with by a Job evaluation appeal procedure set up as follows:
- (a) The Association will, in its notice of appeal, name a representative to the Committee.
 - (b) Within 14 Days of receiving the Association's notice, the Company will notify the Association of the Company's representative to the Committee.
 - (c) The representatives, so appointed, shall, within 14 Days, agree upon a compensation expert, qualified in wage determination and administration and external to the Company, as the chair. The Committee shall notify the parties of the name of the chair.
 - (d) Within 30 Days of the appointment of the chair, the Committee shall consider all relevant matters and issue a written report deciding the matter before it.
 - (e) Each member of the Committee shall have one vote.
 - (f) The decision of a majority of the Committee is the decision of the Committee. It is final and binding upon the parties.
 - (g) Each party will bear the expenses of its respective representative on the Committee. The expenses of the chair shall be shared equally by the parties.

Retroactivity

- 12.08 If an evaluation results in a higher Job Class, any corresponding wage change is retroactive to the date on which the Company gave notice of or received the request to evaluate the Job.

Introduction of New Job Class

- 12.09 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.
- 12.10 The parties agree to discuss, as necessary, whether or not positions should fall within the scope of this Collective Agreement. In these discussions, the parties will be guided by any criteria that have been agreed upon between them.
- 12.11 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 Appeal Procedure in Article 12.00.

Job Descriptions

- 12.12 A Job description will be established for each Job. A copy of the Job description will be given to the Association and the employee.
- 12.13 The supervisor and employee will meet, on an annual basis, to review the Job description.
- 12.14 When the Company has confirmed that there have been significant changes to the Job, the Company will, within 14 Days, provide a copy of the revised Job description to the Association and review the changes with the affected employee.

ARTICLE 13.00 JOB-SHARING

- 13.01 Two employees may apply to the Company for permission to jointly fill one permanent Job.
- 13.02 The Company is not obliged to agree to such a request.
- 13.03 If the Company agrees to such a request, the two employees, their supervisor, the Association and the Company shall develop and sign a Job-sharing Agreement.
- 13.04 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.
- 13.05 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.
- 13.06 Nothing in a Job-sharing Agreement may contradict this Collective Agreement.
- 13.07 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.
- 13.08 The Company shall send a copy of each Job-sharing Agreement to all parties as soon as it has been signed.

ARTICLE 14.00 TEMPORARY CHANGE OF DUTIES

To an In-scope Position

- 14.01 An employee may be temporarily assigned to perform the duties of another Job within the scope of this Collective Agreement.
- (a) An employee on temporary assignment under this clause will not take a reduction in pay and is entitled to the normal overtime provisions of this Collective Agreement.
- (i) Overtime and any other pay earned during the temporary assignment will be calculated, based on the employee's rate of pay in the temporary assignment (including acting pay, if applicable).
- (b) Where the assigned Job has a higher maximum rate of pay than the employee's normal Job,
- (i) The employee's rate of pay, from the first full Day, will increase one increment (based on the employee's regular rate of pay) or will increase to the minimum rate of pay for the assigned Job (whichever is higher) for the duration of the temporary assignment.
- (ii) The increase will not take an employee's salary beyond the maximum rate of pay for the assigned Job.
- (c) The rate of pay earned during the temporary assignment will apply to statutory holidays, vacation and other paid leave approved by the Company.
- (d) All calculations will be based on hourly rates.
- (e) All temporary assignments will have a specified start and end date that will indicate the duration of the assignment.
- (i) The Company may extend a temporary assignment or end it early at its

- discretion.
- (ii) The Company will provide notice to the Association outlining the terms and conditions of the temporary assignment as well as any change to the original terms.

14.02

- (a) An employee in a temporary change of duties is entitled to receive the increments he would have received in his regular Job as identified in the notes applying to the wage schedule.
- (b) The additional pay provided under Clause 14.01 (b) shall not decrease when any wage increase is applied.
- (c) For salary administration purposes, an employee who remains in an assignment under Article 14.00 for more than 90 Days will have his temporary change of duties pay added to his base salary on the payroll system. This is not deemed to be a permanent change in the employee's salary.
- (d) The new temporary salary will be effective immediately following the 90 Days and will be retroactive to the first Day of the assignment for pension purposes.

To an Out-of-scope Position

14.03 An employee may be temporarily assigned to a Job that is outside the scope of this Collective Agreement.

- (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. Prior to the temporary change of duties taking effect, the Company will provide notice to the employee and the Association outlining the terms and conditions of the assignment.
- (b) The Company will negotiate with the Association any additional increment (not to exceed five percent) that may be payable during the temporary change of duties 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.
- (d) The employee will continue to pay dues to the Association during this temporary change of duties to an out-of-scope Job.

ARTICLE 15.00 HOURS OF WORK

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

- (a) The normal hours of work for an employee whose Continuous Service date is prior to October 1, 2005 are set out in Table 1. If an employee is successful in bidding for a Job with hours under Table 2, he retains the right to return to hours under Table 1, subject to a position with Table 1 hours being available.
- (b) The normal hours of work for an employee whose Continuous Service date is on or after October 1, 2005 are set out in Table 2.

- (c) 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.
- 15.02 To meet business needs, the Company may change an employee's scheduled hours; e.g., start time.
- (a) The Company will schedule work days within the hours set out in the tables.
 - (b) The Company will provide an employee who is on a recurring schedule (i.e., those not scheduled under 15.08) with a minimum of four Weeks notice when it is required to change scheduled hours.
- 15.03 An employee may apply to the Company to work a modified work Week. Supervisors will not unreasonably deny these requests. If the employee and the Company agree to a modified work Week,
- (a) The daily hours of work may be extended to a maximum of 10 hours per Day.
 - (b) The total hours worked by the employee must average 40 hours per Week over a predetermined period, as noted in the tables.
 - (c) Overtime is payable only for those hours an employee works beyond the agreed-upon maximum daily hours of work.
 - (d) Shift premium does not apply to a non-shift worker who works a modified work Week.
 - (e) A written agreement will be sent to the human resources senior manager and the Association if the modified work Week agreement:
 - (i) is intended to last for more than six months or
 - (ii) has lasted for six months, whether that was the intention or not.
 - (f) The modified work Week agreement will set out the terms of the arrangement, including the employee's right to withdraw from the arrangement after giving notice and the Company's right to terminate the arrangement if it proves unsatisfactory.
- 15.04 An employee and the Company may mutually agree to change an employee's start time or end time.
- (a) Overtime is payable only for those hours an employee works beyond the agreed-upon hours of work.
 - (b) Shift premium does not apply to a non-shift worker during the agreed-upon hours of work.
 - (c) A written agreement will be sent to the human resources senior manager and the Association if the change in hours:
 - (i) is intended to last for more than six months or
 - (ii) has lasted for six months, whether that was the intention or not.
- 15.05 Employees may exchange shifts, subject to the following rules:
- (a) The exchange must be approved by a supervisor.
 - (b) The arrangement for the exchange must be documented.
 - (c) The exchange must not result in the Company incurring any costs higher than those that would be incurred if the exchange was not allowed.

- 15.06 By mutual 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 deny a request for time off without pay; however, nothing in this clause guarantees that a request will be approved.
- 15.07 Given the Company's need for flexibility in scheduling Permanent Part-time Employees to get the work done, hours of work for individual Permanent Part-time Employees may vary.
- 15.08 Work schedules for shift workers will be posted one Week at a time every Friday covering the schedule for the weekly period four Weeks ahead.
- 15.09 There shall be no split shifts.
- 15.10 The following rules apply to all shift employees when changing from Mountain Standard Time to Mountain Daylight Time and vice versa:
- (a) When the springtime change occurs, an employee who works a full shift that begins on Saturday evening and ends on Sunday morning will be paid for a full shift.
 - (b) When the fall time change occurs, an employee who works a full shift that begins on Saturday evening and ends on Sunday morning will be paid for a full shift plus one hour overtime.
- 15.11 The Company and the Association wish to ensure that employees have enough rest between work periods to allow them to work safely. While this clause sets out specific provisions, they are not intended to remove the responsibility of supervisors and employees to ensure that work can be accomplished safely.
- (a) An employee will receive at least eight consecutive hours off duty within the 24-hour period that starts at the beginning of his last regularly scheduled shift.
 - (b) 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 shift is entitled to have eight consecutive hours off duty, beginning at the end of the work for which the employee was called out.
 - (c) If an employee's eight consecutive hours off duty under paragraph (a) or (b) extend into the last two hours of his next regularly scheduled shift, the employee is not required to work those hours.
 - (d) An employee who is off duty because of this clause will not suffer any loss of wages.
 - (e) If an employee does not receive this off-duty time, he will be paid one and one-half (1½) times his regular rate for half the hours he works in the regularly scheduled shift that begins in the next 24-hour period.

**Table 1
Normal Hours of Work**

Employees with a Continuous Service Date Prior to October 1, 2005

	Shift Workers	Non-shift Workers
Normal Work Day (paid)	8 hours	8 hours
Modified Work Day	up to 10 hours, by mutual agreement	up to 10 hours, by mutual agreement
Work Day to be scheduled between the hours of	0600 – 2200 (Mon – Fri) 0700 – 1900 (Sat)	0600 – 1900 (Mon – Fri)
Lunch period (unpaid)	½ to 1 hour	½ to 1 hour
Normal Work Week	40 hours over five consecutive days or, by mutual agreement, 80 hours over a two-Week period, excluding Sunday	40 hours over five consecutive days or, by mutual agreement, 80 hours over a two-Week period, excluding Sat – Sun

In order to meet business needs, the Company may need to expand its hours of operation beyond the hours shown in the table above. If this change is required, the Company will discuss the impacts with the Association and provide employees with a minimum of three months notice. The Company will first ask for volunteers to fill the required positions and will appoint as a last resort. If this paragraph is invoked, the Association and the Company will review its application at least every six months.

**Table 2
Normal Hours of Work**

Employees with a Continuous Service Date on or after October 1, 2005

	Shift Workers/Non-shift Workers
Normal Work Day (paid)	up to 10 hours*
Work Day to be scheduled between the hours of	0430 – 2200
Lunch period (unpaid)	½ to 1 hour
Normal Work Week	40 hours over five consecutive days, Mon – Sat inclusive, or, by mutual agreement, 40 hours over four consecutive days, Mon – Sun or, by mutual agreement, 80 hours over a two-Week period, Mon – Sun

* A normal work day is eight hours, unless the employee and the Company mutually agree to amend the hours under Article 15.

In order to meet business needs, the Company may need to expand its hours of operation beyond the hours shown in the table above. If this change is required, the Company will discuss the impacts with the Association and provide employees with a minimum of two months notice. The Company will first ask for volunteers to fill the required positions and will appoint as a last resort. If this paragraph is invoked, the Association and the Company will review its application at least every six months.

ARTICLE 16.00 OVERTIME

- 16.01 The overtime rate of pay is two times the employee's regular hourly rate of pay.
- 16.02 An employee working a weekly schedule of five eight-hour shifts will receive the applicable overtime pay for authorized overtime worked in excess of an eight-hour shift or 40 hours worked in a Week.

An employee working a weekly schedule of four 10-hour shifts will receive the applicable overtime pay for authorized overtime worked in excess of a 10-hour shift or 40 hours worked in a Week.

An employee working a weekly schedule of three 12-hour shifts will receive the applicable overtime pay for authorized overtime worked in excess of a 12-hour shift.

All employees not mentioned above will receive the applicable overtime pay for authorized overtime worked as follows:

- (a) If scheduled for a shift of more than eight hours, overtime pay will be paid for the hours worked in excess of the scheduled shift for that Day or in excess of 40 hours worked in a Week.
 - (b) If scheduled for a shift of eight hours or less, overtime pay will be paid for the hours worked in excess of eight hours for that Day or in excess of 40 hours worked in a Week.
- 16.03 When the Company has authorized, by e-mail confirmation, and the employee has voluntarily accepted to work additional hours that would attract overtime pay, and that overtime work is cancelled with less than 23-hours notice, the employee will be paid two hours at the overtime rate of pay.
- 16.04 The Company will reimburse an employee for reasonable expenses incurred as the result of unexpected overtime, as outlined in Clause 28.03.

ARTICLE 17.00 BANKED TIME

- 17.01 An employee who works authorized overtime under Article 16.00 may choose to be paid at double time or to bank time for future use.
- (a) An employee may bank some or all overtime worked up to the cap defined in Clause 17.02.
 - (b) An employee must bank time in increments of one hour of overtime worked.
 - (c) One hour of overtime worked equals two hours of banked time.
 - (d) One hour of banked time equals one hour of time off, with pay, or one hour of pay at straight time.
- 17.02 An employee may not carry more than 16 hours of banked time (the equivalent of eight overtime hours worked) at any given time.
- (a) An employee may use and replenish banked time.
- 17.03 An employee may take all of his banked time in one allotment or may take banked time in increments as small as a two-hour period.

- (a) Supervisors may use discretion to allow an employee to take as little as one half hour at a time.
- 17.04 Approval to take time off under this article will be granted by mutual agreement between the Company and the employee.
- (a) Use of banked time will be granted where at least two Weeks of notice is provided, unless the employee is required for pressing Company business.
 - (b) The Company will make reasonable effort to grant approval to use banked time in situations where notice cannot be given, provided the business needs of the Company can be met.
 - (c) Nothing in this article guarantees that a supervisor will approve requests for time off.
- 17.05 An employee may request to have banked time paid out.
- (a) Banked time may be paid out any time prior to the cut-off date for the last pay period in the calendar year.
 - (b) Banked time will be paid at the employee's hourly rate of pay at the time the banked time is paid out.
- 17.06 Any banked time not used or paid out prior to the cut-off date for the last pay period in the calendar year will be paid out on the last pay cheque of the calendar year.
- (a) Banked time will be paid at the employee's hourly rate of pay at the time the banked time is paid out.

ARTICLE 18.00 CALLOUTS

- 18.01 An employee who is called out to perform work outside of his published schedule will be paid for a minimum of three hours at double time. Any work in excess of three hours will be paid at the employee's applicable rate of pay.
- 18.02 The applicable rate of pay is determined as follows:
- (a) If the callout results in an employee working in excess of eight hours per Day or 40 hours per Week, overtime provisions apply.
 - (b) The three hours paid at double time under "callout" count as "time" under Clause 16.01.
- 18.03 Employees do not qualify for both double time under this article and overtime rates under Clause 16.01 for the same time period.
- 18.04 This article would not apply if an employee who was already at the worksite was asked to work additional time outside of (before or after) his regularly scheduled shift. In this case, the rate of pay would be determined under Article 16.00.

ARTICLE 19.00 STANDBY

- 19.01 An employee who is requested to standby and be available from 1700 at the beginning of the standby period until 0700 on the next scheduled Day of work,

- (a) on a regular two-day weekend, shall be paid an amount equal to one-and-a-half (1½) times his regular hourly rate of pay, times two-and-a-half (2½).
 - (b) on a three-day weekend, shall be paid an amount equal to one-and-a-half (1½) times his regular hourly rate of pay, times three and a half (3½).
 - (c) on a four-day weekend, shall be paid an amount equal to one-and-a-half (1½) times his regular hourly rate of pay, times four and a half (4½).
- 19.02 The amount set out in this article is in addition to the applicable pay for any work performed, subject to Article 18.00.
- 19.03 The Company will designate which employees are on standby. Where practical, a standby schedule will be posted in advance.
- 19.04 An employee on standby will be available to be called out during the standby period.

ARTICLE 20.00 SHIFT PREMIUMS

20.01 An employee will be paid, in addition to any other pay, a premium for all hours worked between 17:00 and 05:59, Monday through Friday, and all hours worked on Saturday and Sunday.

The respective shift premiums are shown in the table that follows:

Days	Hours	Shift Premium Term of Collective Agreement
Weekdays	17:00 – 05:59	\$2.00 per hour
Weekends	Friday 22:00 – Monday 05:59	\$2.21 per hour

20.02 Shift premium does not apply to a non-shift worker who has entered into a modified work week under Clause 15.03.

ARTICLE 21.00 ANNUAL VACATION

Except as otherwise noted, the provisions of Article 21.00 apply to a Probationary Employee and a permanent employee.

- 21.01 An employee is entitled to annual vacation with regular pay on the following basis:
- (a) Vacation is calculated and displayed in hours.
 - (b) An employee earns a portion of his vacation entitlement each pay period.
 - (c) An employee’s vacation entitlement is prorated in the year of hire, based on the employee’s date of hire to the end of the calendar year.

Vacation Entitlement x Remaining Days in the Calendar Year (from date of hire)
365 Days/year

The employee is eligible to take the prorated number of vacation hours in the year of hire.

- (d) Following the year of hire, an employee is entitled to take his full vacation entitlement, outlined in the Vacation Entitlement Table, on January 1 of each year.
- (e) Increased vacation entitlement is effective January 1 of the year in which an employee qualifies for the increased vacation entitlement.
- (f) Prorated vacation entitlement will be rounded up to the nearest Day.

FULL-TIME VACATION ENTITLEMENT TABLE

Calendar Year of Service (January 1 – December 31)	Annual Vacation Entitlement in Weeks/Days	Annual Vacation Entitlement in Hours	Bi-weekly Vacation Accrual (based on 80 hours)
Year of Hire	Prorated	Prorated	4.6158 hours
1-7	3 weeks/15 days	120 hours	4.6158 hours
8-15	4 weeks/20 days	160 hours	6.1538 hours
16-24	5 weeks/25 days	200 hours	7.6923 hours
25 years +	6 weeks/30 days	240 hours	9.2307 hours

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

- (a) Vacation entitlement is displayed as a negative balance if an employee uses vacation entitlement before it is fully earned.
- (b) An employee who leaves the Company while his vacation entitlement reflects a negative balance is required to repay those hours to the Company.
 - (i) The Company will complete an additional vacation calculation for an employee who leaves the Company in his increased entitlement year. An employee will be credited for any increased entitlement earned from his Continuous Service date to December 31 of the year prior to the employee's termination date.

21.03 A Temporary Employee will be paid vacation as prescribed by the law.

21.04 A Permanent Part-time Employee or an employee involved in a Job-sharing arrangement is entitled to annual vacation with regular pay, on a prorated basis. The prorated calculation is as follows:

Permanent Part-time Employee's full-time equivalent (FTE) x full-time annual vacation entitlement.

A Permanent Part-time Employee is paid out 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.

21.05 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.
 - (i) Vacation time off will not be denied on the basis of an employee not having earned his entitlement.
- (b) An employee may schedule his vacation in half or full day increments, subject to receiving the prior approval of his immediate supervisor and provided the scheduling does not unduly interfere with efficiency or incur overtime.
- (c) If a holiday falls within an employee's vacation, the vacation time will be extended by one Day.

21.06 An employee's years of continuous service remain intact while the employee is absent from work for the causes outlined in Clause 21.07.

21.07 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.
- (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 maternity leave; no vacation is earned on the remainder of the maternity leave.
- (e) Long-term Disability – When an employee's status changes to long-term disability, the employee 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 consecutive weeks.

21.08 An employee may apply, in writing, to his supervisor, for permission to carry over any part of his vacation entitlement to the next year. Such application will be granted only if mutually acceptable to the employee and his supervisor. The supervisor will not unreasonably deny the request.

ARTICLE 22.00 MATERNITY LEAVE AND PARENTAL LEAVE

22.01 A Permanent Full-time Employee or Permanent Part-time Employee who has been employed by the Company for 52 or more consecutive Weeks is entitled to maternity leave and/or parental leave, in accordance with the provisions of the Alberta Employment Standards Code.

- (a) Maternity leave and parental leave are unpaid, except for any period during which the employee qualifies for sickness or disability payments.

- (b) An employee who is pregnant may take up to 15 Weeks of maternity leave and up to 37 Weeks of parental leave.
 - (i) Parental leave must start immediately following the last day of maternity leave.
 - (ii) The maximum amount of combined maternity leave and parental leave is 52 Weeks.
 - (c) An employee who becomes a parent may take up to 37 Weeks of parental leave.
 - (i) Parental leave may be taken by one parent or shared between two parents.
 - (ii) The total combined parental leave for both parents cannot exceed 37 Weeks.
 - (iii) Parental leave must be completed within 52 Weeks of the date the baby is born.
 - (d) An employee who adopts a child may take up to 37 Weeks of parental leave.
 - (i) The employee will notify the Company of his intention to adopt and to take parental leave under this clause.
 - (ii) Parental leave may be taken by one parent or shared between two parents.
 - (iii) The total combined parental leave for both parents cannot exceed 37 Weeks.
 - (iv) Parental leave must be completed within 52 Weeks of the date the child is placed with the parent.
- 22.02 An employee who wishes to take leave under this article must provide six Weeks written notice to his supervisor. This requirement is waived in the event a baby is born prematurely and the employee could not reasonably provide six Weeks' notice.
- 22.03 If, during the 12-Week period immediately before the estimated date of delivery, the pregnancy of an employee interferes with the performance of duties, the Company may give the employee who is pregnant written notice requiring the employee to begin maternity leave. This clause may not be used if the employee is absent from work for medical reasons, certified by a physician.
- 22.04 An employee must provide at least four Weeks written notice to return to work. The Company will then:
- (a) reinstate the employee in the position occupied at the time the maternity leave or parental leave began or
 - (b) provide the employee with alternative work of a comparable nature, at not less than the same wages and other benefits that had accrued to the employee to the date on which maternity or parental leave began.
- 22.05 An employee who is not on parental leave at the time his child is born or adopted is entitled to one Day off, with pay. The employee may also take up to two Days off, without pay, in the 30 Days following the birth or adoption.

ARTICLE 23.00 BEREAVEMENT

- 23.01 An employee, in the event of a death in the immediate family, is entitled to bereavement leave. "Immediate family" includes parent, sibling, spouse (including common-law), child, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent (including spouse's), grandchild, step-relatives at the same levels, dependent relative living in the employee's household and an employee's child's other parent not residing in the same household. This list is not meant to be exhaustive and should not be used to unreasonably refuse bereavement leave.
- 23.02 An employee entitled to bereavement leave will be given time off with pay for a maximum of three work days and time off without pay for up to two additional Working Days for extended travel.

- 23.03 An employee will be allowed bereavement leave for an individual not listed in Clause 23.01, 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.
- 23.04 As indicated in Clause 23.01, 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 24.00 COMPASSIONATE CARE LEAVE

- 24.01 An employee may apply for a leave without pay of up to eight Weeks for compassionate care of a family member (as defined in federal Bill C28 Employment Insurance Compassionate Care Benefits) who is gravely ill. Such requests will not be unreasonably denied. In addition, the Company will agree to provide the same or equivalent Job on the employee's return. For administrative processes, refer to the Company's Leave of Absence practice.

ARTICLE 25.00 PERSONAL DAYS

- 25.01 A Permanent Full-time Employee is entitled to four Days of paid personal time off (Personal Days) this contract year (July 1 to December 31). Personal Days for a Permanent Part-time Employee are prorated.
- 25.02 An employee may take his Personal Days in days or in hourly increments as small as a two-hour period. Supervisors may use discretion to allow an employee to take as little as one hour at a time.
- 25.03 Personal Days will be granted by mutual agreement between the Company and the employee.
- (a) Personal Days will be granted where at least two Weeks of notice is provided, unless the employee is required for pressing Company business.
 - (b) The Company may consider a request for Personal Days, without two Weeks notice, provided the business needs of the Company can be met.
 - (c) The Company will make reasonable effort to grant Personal Days for situations where notice cannot be given.
- 25.04 Any unused Personal Days expire at the end of each contract year.
- 25.05 There is no payout of unused Personal Days if an employee leaves the Company.

ARTICLE 26.00 HOLIDAYS

- 26.01 Subject to Clause 26.03, an employee will receive a Day off with pay for each of the following holidays:

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

Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day.

- (a) If the Legislature of the Province of Alberta removes the designation of Alberta Family Day as a statutory holiday during the currency of this Collective Agreement, then Alberta Family Day will be removed from the list of holidays in Clause 26.01.
- 26.02 In addition, one civic holiday will be recognized and observed but only in a community in which it is officially declared. This holiday shall apply to all employees regularly based in the community. No employee will forfeit entitlement to a civic holiday because of a transfer to another location.
- 26.03 An employee will be paid for a holiday on the following basis:
- (a) He has completed 30 work days or has worked 240 hours in the 12 months immediately preceding the holiday and
- (b) He works his scheduled shift immediately before and immediately after the holiday, unless absent due to sickness or accident or by authority of the Company.
- A Permanent Part-time Employee will be paid for holidays based on his pre-set hours as a percentage of a 40-hour Week.
- 26.04 Any employee scheduled to work on a holiday will be paid:
- (a) at the overtime rate for the hours actually worked and
- (b) the normal Day's pay as provided for in Clause 15.01.
- 26.05 The following rules apply when a holiday falls on a Saturday or Sunday, but do not apply to shift employees:
- (a) Easter Sunday shall be observed on the following Monday. Alternatively, in any work group, the Company may designate some employees to observe the holiday on an alternative Day:
- (i) at a time mutually agreeable to the employee and supervisor
- (ii) within the same calendar year as the holiday, whether before or after the holiday and
- (iii) where an employee requests and business needs can be accommodated, the Day off will be granted so as to extend other Days off the employee is scheduled to have, whether through vacation or weekend Days off.
- (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.
- 26.06 When a holiday falls on the regular Day off of a shift employee, that employee shall receive:
- (a) eight hours pay at the employee's normal hourly rate in addition to regular pay or

- (b) eight hours off with pay
 - (i) at a time mutually agreeable to the employee and supervisor
 - (ii) within the same calendar year as the holiday, whether before or after the holiday and
 - (iii) where an employee requests and business needs can be accommodated, the Day off will be granted so as to extend other Days off the employee is scheduled to have, whether through vacation or weekend Days off.

26.07 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 27.00 TRAVEL TIME

27.01 In the event that an employee is required by the Company to travel outside of his normal daily hours of work, such employee shall be paid travelling time at the applicable overtime rate of pay for the actual period of time required to travel. Exceptions to this rule will include travel outside of his normal daily hours of work to receive training where such travel shall be paid at straight time rates.

ARTICLE 28.00 REIMBURSEMENT OF EXPENSES

28.01 In the event that the Company requires an employee to perform work away from his permanent base, the Company will reimburse the employee for the cost of reasonable expenses for board, lodging, meals and incidentals. Receipts are required for reimbursement of expenses.

28.02 In the event that an employee is required by the Company to work away from his permanent base, the Company undertakes to provide such employee with the means of travelling between his permanent base and the temporary base and return. In the event that an employee uses his own transportation, he shall be reimbursed on the regular basis for the total mileage involved. It is clearly understood that such employee shall be reimbursed only when specifically authorized in writing by the Company to use his own transportation. An employee authorized to use his own transportation is required to carry adequate insurance coverage.

28.03 Where to do work required by the Company, an employee is unexpectedly required to work beyond his scheduled end time or is on a callout and, consequently, incurs a reasonable extraordinary expense (such as a meal, "late" charges for child care, taxi service because buses are no longer running, etc.), the Company will reimburse the employee for such expense upon production of receipts or other documentation.

ARTICLE 29.00 SELF-FINANCED LEAVE

29.01 An employee may contribute funds to a self-financed leave account.

- (a) An employee may, at any time, withdraw all or a portion of the funds in a self-financed leave account.
- (b) At the end of each calendar year, each employee will be paid any amount that remains accumulated in the employee's self-financed leave account.
- (c) 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 under Clause 15.06.

ARTICLE 30.00 TERMINATION OF SERVICE

- 30.01 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 and a two-Week notice if more than two years service.
- 30.02 The Company shall give a permanent employee notice of its intention to terminate employment consistent with the Employment Standards Code, but not less than four Weeks.
- (a) The Company will notify the Association of its intention to give notice to terminate an employee.
- 30.03 The Company shall give all non-permanent employees notice of its intention to terminate employment, as required by the Employment Standards Code.
- 30.04 Subject to an employee's right to submit a grievance, an employee may be discharged for just cause without notice or pay in lieu thereof.

ARTICLE 31.00 LAYOFFS

- 31.01 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.
- (a) 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 with the Company representatives and Association representatives.
- 31.02 In the event of layoffs, the Company, in deciding among permanent employees, will consider criteria including work location, work group, skill sets, Job performance and seniority.
- 31.03 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 re-hired on a last out-first in basis.
- (b) To be eligible for re-hire, an employee affected by layoff will notify the Company of current phone number(s) as well as any change of address.
- (c) The Company will send a registered letter to an eligible laid off employee advising of eligibility to be re-hired and, in addition, may attempt to contact the person by telephone.
- (d) The laid-off employee must respond to the Company's invitation as soon as possible and, in any case, not later than eight Days of the date of the Company's mailing, advising whether or not he is prepared to return to work.
- (e) The laid-off employee must be prepared to report to work with the Company within 14 Days of the date on which the Company mailed the letter.

ARTICLE 32.00 REDUCTION OF STAFF

The Company may terminate an employee (other than for cause) as the result of a decision to reduce the number of permanent employees, subject to the following:

32.01 Before terminating an employee, the Company will make reasonable efforts to:

- (a) place the affected employee in an available position for which he has the core skills and competencies
- (b) provide the affected employee with reasonable training and support to enhance his ability to be successful in a new placement within the Company.

32.02 When it is not possible to redeploy an employee and the Company proposes to give notice to terminate an employee (other than for cause) as the 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 the employee.
- (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 termination
 - (ii) the anticipated number, type and location of affected employees
 - (iii) anticipated changes to the terms and working conditions of employees affected by the terminations
 - (iv) the means by which the terminations and related changes will be communicated to employees
 - (v) the process that will be used to terminate employees, including possible options to volunteer for severance.

ARTICLE 33.00 EMPLOYEE RELATIONS COUNCIL

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

33.02 The Council will consider matters relating to technological change, employee relations and Collective Agreement issues and make recommendations to the parties, as appropriate.

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

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

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

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

ARTICLE 34.00 CONTRACT ARBITRATION

- 34.01 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.
- 34.02 Within 15 days of either party giving written notice to the other, under Clause 34.01, 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.
- 34.03 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.
- 34.04 The arbitration board will meet and hear such evidence as the parties may wish to present to assure a full and fair hearing.
- 34.05 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 the 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.
- 34.06 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.
- 34.07 The parties will pay the expenses of their respective nominee. The expenses of the chair shall be shared equally by the parties.

ARTICLE 35.00 WAIVER OF SPECIFIC CLAUSES

- 35.01 In order to meet the emergent and changing needs of the Association and the Company:
 - (a) The Association may ask the Company to waive one or more provisions of this Collective Agreement in a particular set of circumstances for the benefit of an employee or the membership.
 - (b) The Company may ask the Association to waive one or more provisions of this Collective Agreement in a particular set of circumstances for the purpose of managing the Company's business or for the benefit of an employee or group of employees.
- 35.02 Upon receiving such a request, either the Association or the Company shall review it, along with any relevant documentation and shall respond as soon as practical under the circumstances.
- 35.03 Any waiver by the Association or the Company pursuant to this article applies only to the specific request. Should a further waiver of the same clause be required on a subsequent occasion, the procedure outlined in Clauses 35.01 and 35.02 shall apply.
- 35.04 Any waiver agreed to by both the Association and the Company is enforceable. If a waiver does not have the approval of both parties, the terms and conditions of this Collective Agreement

apply.

ARTICLE 36.00 POLICY GRIEVANCE

The Company and Association recognize the benefits of minimizing grievances through ongoing communication and endeavour to resolve issues before moving to the grievance procedure.

- 36.01 The Company or the Association may initiate a grievance about the interpretation, application, administration or alleged contravention of this Collective Agreement.
- 36.02 The party initiating a policy grievance gives notice to the other party, in writing, within 15 Days of becoming aware of the act giving rise to the grievance.
- 36.03 The written notice will include the:
- (a) nature of the grievance
 - (b) date(s) of occurrence
 - (c) circumstances out of which the grievance arose
 - (d) an outline of the steps taken and discussions held to resolve the disagreement
 - (e) clause(s) in issue, including specific and detailed information about how the clause(s) have been contravened
 - (f) requested remedy or declaration
 - (g) signature of an authorized official of the party initiating the grievance.
- 36.04 A policy grievance served on the other party constitutes notice of a request to establish a Grievance Committee. The provisions of Clauses 10.05 and 10.11, Clauses 10.13 to 10.30, inclusive, and Clause 10.32 apply.

ARTICLE 37.00 DISCIPLINE

- 37.01 An employee has the right to be represented by an Association representative at any point in the discipline process.
- (a) The Company shall investigate, gather and document relevant facts before initiating disciplinary action.
 - (b) The Company shall inform an employee of his right to representation prior to any disciplinary meeting, as identified in the progressive discipline practice.
 - (c) The Company shall give notice to the Association in advance of any disciplinary meeting that includes formal written discipline, as identified in the progressive discipline practice.
 - (i) This notice does not require follow-up hard copy as referred to in Clause 8.02.

ARTICLE 38.00 EMERGENCY LEAVE

38.01 An employee may apply for a leave without pay of up to five Days in a calendar year for emergency situations. These Days do not have to be taken consecutively and may be taken in Days or hourly increments as small as a two-hour period. Such requests will not be unreasonably denied.

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

The Company:


The Association:

ATCO I-Tek BUSINESS SERVICES LTD.

CANADIAN ENERGY WORKERS ASSOCIATION



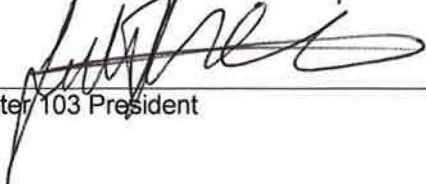
President, ATCO I-Tek Business Services Ltd



CEWA Business Manager



Senior Manager, Business Process Outsourcing



Chapter 103 President

**ATCO I-TEK BUSINESS SERVICES LTD.
SCHEDULE 1**

July 1, 2014 to December 30, 2014

Minimum Bi-weekly/Hourly Wage Ranges

Job Class Numbers	Pay Levels	Salary Range		Increments	
		Bi-weekly	Hourly	Bi-weekly	Hourly
110100	Level I	\$1072.82 - \$1432.33	\$13.41 - \$17.90	\$106.40	\$1.33
110200	Level II	\$1310.42 - \$1789.76	\$16.38 - \$22.37	\$106.40	\$1.33
110300	Level III	\$1668.37 - \$2147.71	\$20.85 - \$26.85	\$106.40	\$1.33
110400	Level IV	\$1786.66 - \$2264.88	\$22.33 - \$28.31	\$106.40	\$1.33
110500	Level V	\$1906.48 - \$2385.82	\$23.83 - \$29.82	\$106.40	\$1.33
110600	Level VI	\$2148.75 - \$2684.11	\$26.86 - \$33.55	\$118.40	\$1.48

Notes:

- 1) Level I and Level II are considered entry level for the purposes of Article 11.00.
- 2) Level II Call Centre Representative to Level III is progression.

**ATCO I-TEK BUSINESS SERVICES LTD.
SCHEDULE 2**

(FOR CALL CENTRE EMPLOYEES HIRED AFTER FEBRUARY 3, 2011)

July 1, 2014 to December 30, 2014

Minimum Bi-weekly/Hourly Wage Ranges

Job Class Numbers	Pay Levels	Salary Range		Increments	
		Bi-weekly	Hourly	Bi-weekly	Hourly
120200**	Call Centre Representative 1	\$1430.78 - \$1773.58	\$17.88 - \$22.17	\$106.40	\$1.33
120300	Call Centre Representative 2	\$1699.88 - \$2147.71	\$21.25 - \$26.85	\$106.40	\$1.33

**** Call Centre Representative 1 to Call Centre Representative 2 is progression.**

NOTES APPLYING TO THE WAGE SCHEDULES

1. Increments listed in the wage schedule are annual increments.
2. When a salary range is set out for a Job Class, progression through the range will be annual (January) 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 and/or successful completion of Company 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.
 - (c) At the date of the first increment review (January 1) 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 of the increment for each month since appointment to permanent staff. These increments will be subject to Clause 2 of these notes.
4. When an employee receives a promotion, the employee shall be placed within the new salary range at a rate that reflects an increase in wage no less than one increment in the range from which the employee was promoted. This does not apply in the case of progression Jobs.
5. If an employee is accepted under a Job Posting for a Job at a lower level or is transferred to such a Job at his own request, the employee will be paid at an appropriate level within the wage range for the lower-level Job Class.

LETTER OF AGREEMENT RE: COMMITMENT TO HEALTH AND WELLNESS

The Association and the Company recognize that the health and well-being and safety of all employees are key values.

The Association and the Company recognize that the management of health, safety and wellness is an ongoing process. The parties shall work together to foster an environment that promotes the well-being of all employees.

The Association and the Company will demonstrate and sustain their commitment to these principles by continuing to discuss and resolve issues in ERC as well as by sponsoring and supporting other joint efforts.

The Association and the Company are committed to upholding these key concepts and principles.



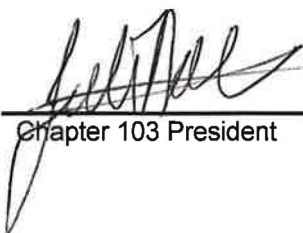
President, ATCO I-Tek Business Services Ltd



CEWA Business Manager



Senior Manager, Business Process Outsourcing



Chapter 103 President

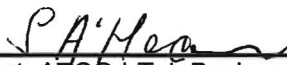
LETTER OF AGREEMENT RE: PENSION AND BENEFITS

In order to recruit and retain employees, the Company has an obligation to provide employees with a pension plan and a benefits package that are competitive and comprehensive.

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

The Company is committed to considering feedback from the Association and its members about the pension and benefits package and will, on an annual basis, 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.

This letter applies for the duration of the Collective Agreement.



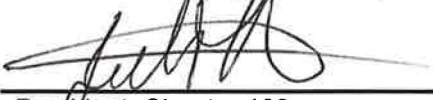
President, ATCO I-Tek Business Services Ltd.



Senior Manager, Business Process Outsourcing



Business Manager, OEWB



President, Chapter 103

LETTER OF AGREEMENT RE: SEVERANCE PROVISIONS

1. The Company may request a signed Release from a Permanent Full-time Employee or a Permanent Part-time Employee whose employment is terminated under Article 32.00 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 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 Full-time Employee or a Permanent Part-time Employee whose employment is terminated under Article 32.00 of this Collective Agreement shall receive severance pay 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 – one Week of regular pay for each year of service (a minimum of two Weeks of regular pay)
 - (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
 - (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
 - (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 for an employee terminated under Article 32.00 of the Collective Agreement:
 - (a) Fractional years of service shall be used in calculating the payments under clause 1. For example, if an employee has 4.5 years of service, the calculation would be 4.5 years x 1 Week/year = 4.5 Weeks of regular pay.
 - (b) Subject to paragraph (c), the Company shall not be required to offer more than 60 Weeks of regular pay.
 - (c) Where an employee is entitled to at least 60 Weeks 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.
4. In addition to the amounts payable under paragraphs 1 or 2, an employee terminated under Article 32.00 of the Collective Agreement shall be entitled to a payment of between 10-12% of the severance amount in lieu of extended benefits.

This letter applies for the duration of the Collective Agreement.



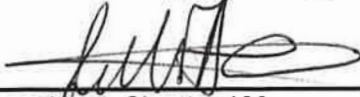
President, ATCO I-Tek Business Services
Ltd.



Senior Manager, Business Process
Outsourcing



Business Manager, CEWA



President, Chapter 103

ATTACHMENT A

GENERAL RELEASE FOR REDUCTION OF STAFF

I release and discharge ATCO I-Tek Business Services Ltd. (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]

[signature of person executing release]

[print name of witness]

[print name of person executing release]

LETTER OF AGREEMENT RE: RECIPROCITY

Background

The ATCO Group of Companies represents a very diverse range of businesses operating in different regulatory and competitive arenas. This diversity is reflected in different business mandates, goals and objectives as well as in the range of human resource skills and positions required by each of the companies. Competitive issues, geographic considerations and other factors further influence human resource requirements and employment conditions. Employee representation and employee contracts are also unique to each of the companies.

ATCO I-Tek Business Services Ltd's employees are represented by the Canadian Energy Workers Association. This Association has an ATCO I-Tek Business Services Ltd. bargaining unit and an employee contract that is specific to ATCO I-Tek Business Services Ltd.

There are separate bargaining units and employee contracts for employees who work for ATCO Electric Ltd., ATCO Power Canada Ltd., Northland Utilities (NWT) Limited, Northland Utilities (Yellowknife) Limited and ATCO Electric Yukon.

Job Posting Reciprocity

ATCO I-Tek Business Services Ltd. recognizes that there may be value to employees and the Company to expand the Job Posting process to encompass the entire Association membership. Reciprocity provides ATCO employees who are represented by the Association with a wider range of career opportunities and gives the Company access to a larger number of resources with experience working in the ATCO Group.

It is understood, however, that employment terms and conditions as well as recruitment processes and management policies may vary considerably from company to company within the ATCO Group. Employees interested in applying on Job Postings in other companies within the group are responsible for learning about the terms and conditions of employment and any relevant management policies for the company to which they are applying.

Reciprocity Principles

ATCO I-Tek Business Services Ltd. is willing to participate in a reciprocal arrangement with the other ATCO companies represented by the Association on the following basis:

- a) All ATCO I-Tek Business Services Ltd. Job Postings will be made available online through ATCO Careers and a copy will be provided to the Association. The Company agrees to allow the Association to post copies of Job Postings from other participating companies at ATCO I-Tek Business Services Ltd. locations.
- b) The Company will consider applications from all employees covered by the five bargaining units named previously and will choose a suitable candidate, based on the Company's selection criteria. If no suitable candidate is available, the Company may choose to hire externally.
- c) No employee of ATCO Electric Ltd., ATCO Power Canada Ltd., Northland Utilities (NWT) Limited, Northland Utilities (Yellowknife) Limited or ATCO Electric Yukon will have a right to submit a grievance under the ATCO I-Tek Business Services Ltd. – Canadian Energy Workers Association Collective Agreement.
- d) ATCO I-Tek Business Services Ltd.'s Collective Agreement defines the bargaining unit positions, wage scales and other relevant information for ATCO I-Tek Business Services Ltd. work. Successful candidates transferring from another bargaining unit will be covered by the terms of

the ATCO I-Tek Business Services Ltd. employee contract.

- e) Moving expenses will not typically be paid unless ATCO I-Tek Business Services Ltd. management determines, on an exception basis, that such action would be in the best interests of the Company.
- f) ATCO I-Tek Business Services Ltd. will choose the best method for interviewing prospective candidates, making full use of telephone or video conference interviews for short-listed candidates from outside locations.
- g) All aspects of the Job Posting process and subsequent employment will be governed by the terms of the hiring Company's Collective Agreement.


Revision/Termination Conditions

In the event that the size of the membership at ATCO Electric Ltd., ATCO Power Canada Ltd., ATCO I-Tek Business Services Ltd., Northland Utilities (Yellowknife) Limited, Northlands Utilities (NWT) Limited or ATCO Electric Yukon should increase by more than 50 percent, it is understood that this agreement may be revised or terminated on 30 Days' notice, in writing, given by any party to the others.


This Letter of Agreement will be terminated 60 Days after written notice is given by any one of the following to all of the others:

- 1. Canadian Energy Workers Association – Chapter 101
- 2. ATCO Electric Ltd.
- 3. Canadian Energy Workers Association – Chapter 102
- 4. ATCO Power Canada Ltd.
- 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. Canadian Energy Workers Association – Chapter 104
- 10. Northland Utilities (NWT) Limited
- 11. Canadian Energy Workers Association – Chapter 107
- 12. ATCO Electric Yukon.


The terms of this Letter of Agreement will continue to be in effect until the termination date of the Collective Agreement.



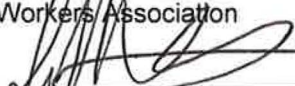
President, ATCO I-Tek Business Services Ltd.



Senior Manager, Business Process Outsourcing




Business Manager, Canadian Energy Workers Association



President, Chapter 103

LETTER OF AGREEMENT RE: ALBERTA HEALTH CARE PREMIUMS

If the Government of Alberta reinstates Alberta health care premiums during the term of this Collective Agreement, the Company will pay no less than one half of the applicable Alberta Health Care premium payable by Permanent Full-time Employees, including Permanent Part-time Employees.



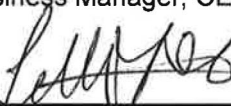
President, ATCO I-Tek Business Services Ltd.



Senior Manager, Business Process Outsourcing



Business Manager, CEWA



President, Chapter 103

LETTER OF AGREEMENT RE: ADMINISTRATION OF PERSONAL DAYS AND HOLIDAY PAY FOR EMPLOYEES WORKING A MODIFIED WORK WEEK

During the term of this Collective Agreement, personal days and holiday pay will be calculated and administered, for an employee working a modified work week, as follows:

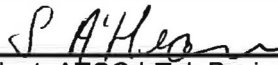
ARTICLE 25.00 PERSONAL DAYS

- 25.01 A Permanent Full-time Employee is entitled to 32 hours of paid personal time off (Personal Days) this contract year (July 1 to December 31). Personal Days for a Permanent Part-time Employee are prorated.
- 25.02 An employee may take his Personal Days in hourly increments as small as a two-hour period. Supervisors may use discretion to allow an employee to take as little as one hour at a time.

ARTICLE 26.00 HOLIDAYS

- 26.06 When a holiday falls on the regular Day off of an employee, that employee shall receive:
 - (a) a day off with pay
 - (i) at a time mutually agreeable to the employee and supervisor
 - (ii) within the same calendar year as the holiday, whether before or after the holiday, and
 - (iii) where an employee requests and business needs can be accommodated, the Day off will be granted so as to extend other Days off the employee is scheduled to have, whether through vacation or weekend Days off.

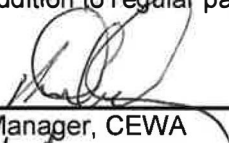
If the employee and supervisor are unable to determine a mutually agreed day off, the employee will receive eight hours pay at the employee's normal hourly rate in addition to regular pay.



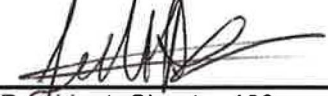
President, ATCO I-Tek Business Services Ltd.



Senior Manager, Business Process Outsourcing



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LETTER OF AGREEMENT RE: PERSONAL DAYS

From July 1, 2014 to December 31, 2014, a Probationary Employee is eligible to utilize Personal Day provisions as outlined in Article 25.00.



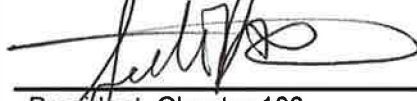
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Ltd.



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LETTER OF AGREEMENT RE: LUMP SUM PAYMENT

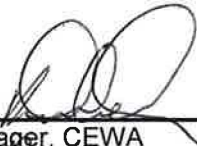
A lump sum payment of 3.5% (of an employee's annualized salary) shall be paid to each employee.



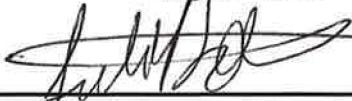
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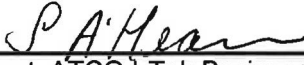
LETTER OF AGREEMENT RE: ADMINISTRATION OF COMPENSATION

The Company shall pay lump sum payment to all employees who worked on or after July 1, 2014.


Any applicable premium pay (shift premium, wage schedule adjustment, etc) will be paid retroactive to July 1, 2014 to all employees who worked on or after July 1, 2014.

The Company shall contact and advise any employees no longer with the Company, in writing, at their last known address. The Company will engage the Association in the event that such employees cannot be reached.


The terms of this Letter of Agreement will continue to be in effect until the termination date of the Collective Agreement.




President, ATCO I-Tek Business Services Ltd.



Senior Manager, Business Process Outsourcing



Business Manager, CEWA



President, Chapter 103

LETTER OF AGREEMENT RE: TERMINATION COMPENSATION

Any employee terminated after July 1, 2014, due to the loss of the Direct Energy contract, shall receive a sum equivalent to two weeks' pay. This amount is in addition to any other forms of compensation.


The terms of this Letter of Agreement will continue to be in effect until the termination date of the Collective Agreement.



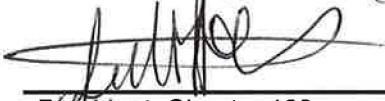
President, ATCO I-Tek Business Services Ltd.



Senior Manager, Business Process Outsourcing



Business Manager, CEWA



President, Chapter 103

LETTER OF AGREEMENT RE: CHANGE IN WORK HOURS

The Company has committed to changing the hours of work to 7.5 hours a day, without incurring a reduction in the bi-weekly pay. This change is effective December 31, 2014 or on the day prior to the utilities transition, whichever occurs earlier.

When the change in hours takes place, it will supersede the provisions currently found in Table 1 and Table 2 of Normal Hours of Work (Article 15.00) and the Wage Schedules. (See examples below.)

**ATCO I-TEK BUSINESS SERVICES LTD.
SCHEDULE 1**

**Minimum Bi-weekly/Hourly Wage Ranges
7.5 Hour Work Day**

Job Class Numbers	Pay Levels	Salary Range Bi-weekly Hourly	Increments Bi-weekly Hourly
110100	Level I	\$1072.82 - \$1432.33 \$14.30 - \$19.10	\$106.40 \$1.42
110200	Level II	\$1310.42 - \$1789.76 \$17.47 - \$23.86	\$106.40 \$1.42
110300	Level III	\$1668.37 - \$2147.71 \$22.25 - \$28.64	\$106.40 \$1.42
110400	Level IV	\$1786.66 - \$2264.88 \$23.82 - \$30.20	\$106.40 \$1.42
110500	Level V	\$1906.48 - \$2385.82 \$25.42 - \$31.81	\$106.40 \$1.42
110600	Level VI	\$2148.75 - \$2684.11 \$28.65 - \$35.79	\$118.40 \$1.58

Notes:

- 1) Level I and Level II are considered entry level for the purposes of Article 11.00.
- 2) Level II Call Centre Representative to Level III is progression.


**ATCO I-TEK BUSINESS SERVICES LTD.
SCHEDULE 2**

(FOR CALL CENTRE EMPLOYEES HIRED AFTER FEBRUARY 3, 2011)


Minimum Bi-weekly/Hourly Wage Ranges
7.5 Hour Work Day

Job Class Numbers	Pay Levels	Salary Range	
		Bi-weekly	Hourly
120200**	Call Centre Representative 1	\$1430.78 - \$1773.58	\$19.08 - \$23.65
120300	Call Centre Representative 2	\$1699.88 - \$2147.71	\$22.67 - \$28.64

** Call Centre Representative 1 to Call Centre Representative 2 is progression.



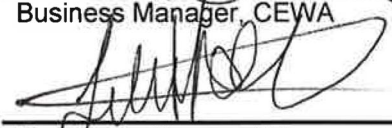
President, ATCO I-Tek Business Services Ltd.



Senior Manager, Business Process Outsourcing



Business Manager, CEWA



President, Chapter 103