# **COLLECTIVE AGREEMENT**

BETWEEN

# ALTALINK MANAGEMENT LTD.



AND THE

UNITED UTILITY WORKERS' ASSOCIATION OF CANADA



# January 1, 2013 to December 31, 2015

14548 (01)

# AGREEMENT

# Effective January 1, 2013 to December 31, 2015

between

## ALTALINK MANAGEMENT LTD.

hereinafter designated and referred to as the "Company"

and the

# UNITED UTILITY WORKERS' ASSOCIATION OF CANADA

hereinafter designated and referred to as the "Association"

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#### **ARTICLE 1 - SPIRIT OF AGREEMENT**

WHEREAS the Company, its management and employees, comprise a team wherein the money of investors is combined with the judgment, abilities, experience and energy of the management and employees to provide public utility services to our consumers -- the public, industry, wholesale and retail business, and to the farmer and other engaged in basic industries, and

WHEREAS it is agreed that the service rendered by the Company and its employees directly or indirectly to electric consumers is essential to the welfare of these consumers, and

WHEREAS it is essential to the livelihood and in the best interests of the Company and its employees to direct their respective efforts towards the efficient and economical operation of the Company's business,

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

THIS AGREEMENT further recognizes that all successful employer-employee contacts must be mutually advantageous, fair and just, not more favourable to one than to the other and of the same spirit of cooperation and friendliness in which this Agreement is reached.

## ARTICLE 2 - RECOGNITION

- 2.1 The Company recognizes the Association as the exclusive bargaining agent for all Permanent, Term and Probationary employees of the Company that come within the scope of the Association's unit of Certification.
- 2.2 A "Permanent" employee is one who occupies a position permanently established by the Company and has successfully completed a probationary period of six (6) months.
- 2.3 A "Term" employee is one who occupies a position established by the Company for a specified duration and has successfully completed a probationary period of six (6) months.
  - a. The duration of a Term position shall be more than six (6) months and no greater than three years unless otherwise agreed by the Association and the Company.

- b. The duration of a Term position may be extended by agreement of the Association. For this purpose, a request to extend the duration shall be provided to the Association and affected employee at least thirty (30) days in advance of the expiry of the term.
- c. The term may be reduced for operational reasons provided the employee receives a minimum of two (2) weeks' notice, unless a greater period of notice is required by the Employment Standards Code.
- 2.4 A "Probationary" employee is one who, at commencement of employment with the Company, occupies a Permanent or Term position for a trial period of four (4) months, and whose employment may be terminated at the Company's discretion at any time during this probationary period. Such termination is not subject to the grievance procedure. A review of such employee's progress shall be made and discussed with the employee before or during the third month of employment.
- 2.5 A "Temporary" employee is an employee who is not covered by the terms of this Agreement and is:

A person who is hired as casual to perform emergency or other work on an irregular basis; or

A person who is hired to perform work for a period of six (6) months or less; **or** 

Students hired in co-op or intern positions up to a maximum of sixteen (16) months. This will only apply to students registered in a recognized post-secondary program. The number of co-op or intern students beyond six (6) months shall be no more than one percent (1%) of the permanent workforce. Of that number, no more than three (3) shall be non-engineering positions. The use of students must not reduce the number of permanent bargaining unit positions.

- 2.6 The Company shall advise the Association, in writing, of all newly hired Terms. The notice shall include the name of the employee, the position, the start date, and the expected duration.
- 2.7 Wherever the singular is used throughout this Agreement, the same shall be construed as meaning the plural where the context or the parties so require.

# ARTICLE 3 - ASSOCIATION RELATIONSHIPS

3.1 As a condition of continued employment, all employees shall pay to the Association monies equal to the established dues of the Association.

- 3.2 The dues referred to in 3.1 shall be deducted each pay from the employee's salary and remitted to the Association within thirty (30) days following the deduction.
- 3.3 The payment of dues does not require the employee to become a member. Should an employee's membership be refused or revoked by the Association, the employee's continued employment shall not be affected.
- 3.4 The Company shall not be liable for any claims that may be made against the Company for amounts deducted in accordance with the above.
- 3.5 The Company shall not discriminate against any employee because of the employee's connection with the Association, or the employee's activities related thereto which 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 Employment Standards Code and the Labour Relations Code, nor shall the Association discriminate against any employee because of the employee's non-membership in the Association.
- 3.6 During the life of this Agreement, the Company shall not cause or direct any lockout of its employees, nor shall the Association cause, permit, or in any way encourage employees to participate in any strike, walkout, slowdown or suspension of work.
- 3.7 The Company shall provide the Association with all policies and directives that affect the employees covered by this Agreement.
- 3.8 The Company shall advise the Association or appropriate Job Discipline Representative (JDR) or Unit Coordinator (UC) of all new hires. JDRs and UCs shall be given time to privately meet with new employees working in the area.
- 3.9 The Association shall provide the Company with a current list, and amendments, containing the name and location of each Association representative employed by the Company.
- 3.10 A joint committee comprised of management and Association representatives will meet on an as needed basis up to three times per year to discuss the ongoing labour/management relationship.
- 3.11 At Management discretion the Company will approve and pay for labour relations training for AltaLink employees who are UUWA representatives if it is beneficial to the employee, the UUWA and AltaLink and if it is within the overall training time and budget priorities and limitations.
- 3.12 The Company shall pay for the cost of embroidering a Fire Resistant UUWA logo in an appropriate size and location on all outer FR clothing.

- 3.13 The Company will arrange and pay for the printing and distribution of collective agreements to the Association and all bargaining unit employees, in a format and process agreed to by the Company and the Association.
- 3.14 After signing the Collective Agreement, the Company agrees to hold meetings with Supervisors and Association representatives to present the terms and interpretation of the new Agreement. The Association Business Manager, or designate(s), shall attend all such meetings.

#### 3.15 Orientation for New Employees

UUWA Representatives will hold orientation sessions for all newly hired employees covered by this Collective Agreement. Designated UUWA Representatives shall be given sixty (60) minutes private time to conduct new member orientations. All such time shall be considered work time and any employee attending orientation shall be kept whole.

# ARTICLE 4 - MANAGEMENT FUNCTIONS

- 4.1 The Association recognizes the right of the Company to hire, promote, demote, layoff, classify and transfer in accordance with the terms of the Agreement. The Association further recognizes the right of the Company to demote, discipline, suspend and discharge employees for cause. In cases of demotion, discipline, suspension and discharge the employee, if the employee so desires, may request the Association to review the action taken by the Company.
- 4.2 The Association further recognizes the right of the Company to operate and manage its business in all respects in accordance with its commitments and responsibilities. In particular, without restricting the generality of the foregoing, the Association agrees that the Company has the sole authority and is exclusively responsible for assigning and scheduling of work; determining the number of employees needed at any time in any classification and in any section, department or plant; directing its working forces except to the extent that these rights have been specifically limited by this Agreement. The Company also has the right to make and alter from time to time rules and regulations to be observed by the employees. Such rules and regulations shall not be inconsistent with the terms of this Agreement.

# ARTICLE 5 – GRIEVANCES

Should an employee (or group of employees) feel they have been unfairly treated or a dispute arises between the Company and an employee (or group of employees), an earnest effort shall be made to settle the dispute by the individuals involved.

A grievance is a matter concerning differences in interpretation, application, operation or alleged violation of this Agreement. Employees shall have the right to process grievances through the following procedure. Should the Association or the Company wish to initiate a grievance, it shall commence at the Third Step of the grievance procedure.

# 5.1 First Step

An employee who feels they have a grievance shall discuss the matter with their immediate supervisor within ten (10) working days from the date of the incident prompting the grievance. The employee may request an Association representative be present for this meeting. The supervisor shall answer grievances within three (3) working days of this meeting.

Notwithstanding the above, a selection grievance resulting from a posted position, shall be submitted to the supervisor indicated on the job posting within five (5) working days from the date the employee was notified either verbally or in writing of the selection decision, whichever is earlier. If such notification is verbal it shall be made personally by the supervisor indicated on the job posting. The Association and the supervisor can mutually agree to waive the First Step for a selection grievance.

Agreements or resolutions at Step 1, shall be consistent with the terms of the Collective Agreement, and shall be without prejudice.

# 5.2 Second Step

If a satisfactory settlement is not reached in the First Step, the employee through the Association, within four (4) working days of receipt of the answer from the employee's immediate supervisor (or for selection grievances, the immediate supervisor with the vacancy), shall present the grievance in writing to the employee's Department Head (except for selection grievances in which case the employee shall through the Association present it to the Department Head with the vacancy). The Department Head (or appointee) shall, within four (4) working days of receipt of the grievance, arrange a meeting with the grievor. An Association representative shall be present for this meeting unless the grievor requests that the representative not attend. The Department Head (or appointee) shall answer the grievance in writing to the grievor, with a copy to the Association, within three (3) working days of this meeting.

# 5.3 Third Step

If on completion of the Second Step either the Association or the Company wishes to process the grievance further, either shall, within three (3) working days, submit the grievance in writing to a Grievance Committee consisting of three (3) representatives of the Company and three (3) representatives of the Association. The Grievance Committee shall arrange a meeting within five (5) working days of this notice and shall give its decision in writing to the Association and the Company, within three (3) working days of this meeting. The employee

may request to discuss their grievance with the Grievance Committee if the employee so desires.

#### 5.4 Fourth Step

Should a majority of the Grievance Committee fail to agree upon a settlement and if the Association wishes to process the grievance further, within three (3) working days, the grievance shall be referred to the Chief Executive Officer (or appointee) by a representative of the Association. The Chief Executive Officer (or appointee) shall answer the grievance in writing within three (3) working days of meeting with the representative of the Association. The employee may request to be present for this meeting if the employee so desires.

#### 5.5 Fifth Step

If a satisfactory settlement is not reached in Step Four, within five (5) working days of receipt of answer from the Chief Executive Officer (or appointee), either the Company or the Association may notify the other party in writing of its desire to submit the difference to arbitration and the notice shall contain a statement of the difference and name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within five (5) days, exclusive of Saturdays and Sundays and other holidays, inform the other party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall, within five (5) working days, exclusive of Saturdays and Sundays and other holidays, of the appointment of the second of them, appoint a third person who shall be the chairman.

If the recipient of the notice fails to make an appointment within the time limits, the appointment shall be made by the Minister of Labour upon the request of either party. If the two (2) appointees fail to agree upon a chairman within the time limits, the appointment shall be made by the Minister of Labour upon the request of either party.

The Arbitration Board shall hear and determine the difference and shall issue an award in writing and the decision is final and binding upon the parties and upon any employee affected by it. The award of a majority is the award of the Arbitration Board, but if there is no majority, the decision of the chairman governs and shall be deemed to be the award of the Board. The Arbitration Board by its decision shall not alter, amend or change the terms of this Agreement.

Each party to the difference shall bear the expenses of its respective appointee to the Arbitration Board and the two (2) parties shall bear equally the expenses of the chairman.

5.6 Should the parties agree, any matter may be referred to a single arbitrator whose decision shall be final and binding on the parties.

5.7 The time limits expressed in the foregoing shall be observed by both parties. However, any one (1) or all of the time limits or steps may be extended or waived by mutual agreement.

# ARTICLE 6 – RESIGNATIONS, DISCIPLINE AND LAYOFF

- 6.1 A permanent employee who wishes to resign shall give two (2) weeks' notice in writing to the employee's supervisor or Department Head.
- 6.2 Employees shall not be disciplined or discharged except for just cause.
- 6.3 A claim by any permanent or term employee that the employee has been discharged without just cause may be the subject of a grievance and dealt with as provided under Article 5, Grievances.
- 6.4 Employees have the right to have an Association representative present at any meeting that is disciplinary in nature.
- 6.5 In situations where employees are disciplined, the Supervisor shall give the employee notice in writing as to the reason(s) for such action, with a copy sent to the Association.
- 6.6 In the event of a permanent work force reductions of employees covered by this Agreement, the Company shall, where practical, give the Association not less than eight (8) weeks advance notice or statutory notice, whichever is greater, for such change or closure.

Upon such notice, the Company will meet with the Association to discuss the impact of the change on the employees affected. The Company agrees to cooperate with the Association in considering alternatives to mitigate the effects of the proposed layoffs.

6.7 In the event of a layoff of employees, layoff will be conducted on the basis of overall job performance. Where overall job performance is relatively equal, seniority will be the deciding factor.

# 6.8 <u>The Effect of Layoff on Benefits and Vacation</u>

- a. <u>Pension Plan</u> An employee on layoff will be counseled as to the options available to them.
- b. <u>Vacation</u>

When laid off, an employee would be paid out the vacation the employee had not taken and any accumulated vacation owing, from their vacation accrual date to the date of layoff. c. Other Benefits

A laid off employee's life insurance coverage ceases following thirty-one (31) days of layoff. If desired, the employee may convert part or all of the employee's coverage to an individual policy within the thirty-one (31) days following layoff.

Eligibility under the Dental Plan and the Short Term and Long Term Disability Plan cease upon layoff. Entitlement to Alberta Health Care and the Voluntary Major Medical Plan benefits continue to the end of the month in which the employee was laid off.

- 6.9 When the Company wishes to terminate the services of a permanent employee due to layoff, such an employee shall be given one (1) month's notice or one (1) month's pay in lieu of notice. This is not applicable when an employee is discharged for just cause.
- 6.10 Employees who are laid off shall receive severance pay as per the formula in the company published involuntary termination and severance policy. The same policy and severance pay formula shall apply for both Association and non-union employees. Employees who receive at least one (1) month's notice or one (1) month's pay in lieu of notice in accordance with this clause shall not be entitled to additional notice or pay in lieu under clause 6.9.

# ARTICLE 7 - PROMOTIONS, TRANSFERS AND JOB POSTINGS

- 7.1 The Company agrees to fill vacancies firstly from Permanent employees and then from Term employees, whenever qualified personnel are available, subject to the following provisions. In all promotions, voluntary demotions and transfers, the Company shall consider, as related to the vacancy, experience, education, ability and job-performance. Where these qualifications are relatively equal for two (2) or more employees being considered, preference shall be given to the employee with the greater seniority. Any or all employees being considered may be subject to such additional tests or examinations as the Company may require.
- 7.2 The Company shall not necessarily be obliged to consider the transfer, including promotion, of any employee with less than one (1) year of service with the employee's present accountabilities.
- 7.3 Vacancies in all positions within the scope of this Agreement shall be accessible to all employees for a period of not less than seven (7) working days. No more than two (2) postings shall be required in any one (1) sequence with the exception that all work leader positions, identified in the salary schedules, will be posted.

# If automatic progression (AP) applies to the position, the posting shall indicate it is AP.

Job Postings for Technologists in field positions may indicate that the Company will consider residential requirements by geographical region. For example, the Company may indicate on a posting for a Lethbridge position that it will not require an employee living in Calgary and south area to relocate. For such situations, should the successful applicant not be required to move, their headquarters shall be the headquarters that existed prior to being successful on the posting.

Under normal circumstances, successful candidates shall be released to the new position within thirty (30) days of the offer letter start date. If the Company is unable to release the employee on the said date and the new position is higher paid, the employee's pay rate shall be adjusted to the rate of the new position as if the employee had been assigned within thirty (30) days. In any event, the employee shall be released to the new position no later than sixty (60) days without the approval of the Association.

Any employee who submitted a bid on a posted position and whose application was not successful shall upon the employee's request be given the reason for not being successful.

- 7.4 It is agreed that a change in Pay Level for any position does not constitute a vacancy unless there is a change of incumbent.
- 7.5 Applications from employees for transfer to positions not subject to a required job posting shall be given consideration. Such applications should be made in writing to the Recruitment and Selection Section of the Human Resources Department in Calgary. When a transfer is made at the request of an employee, the employee may be required to take a classification and rate of pay appropriate to the employee's new duties and may be required to bear the cost of the employee's move.
- 7.7 When a promotion occurs, the following conditions shall apply:
  - a. When a promotion occurs, the employee concerned shall be placed in that position within the employee's new pay level which reflects an increase in pay which shall be no less than one (1) step in the level from which the employee was promoted or to the bottom of the new pay level, whichever is the greater.

For example (using **2013** rates), an employee who is currently in the OS3 pay level at Step 4, is the successful applicant on a OS4 level job, the calculation is as follows:

**\$24.75** (OS3 Step 4) subtract **\$23.08** (OS3 Step 3) which equals **\$1.67**.

This means the employee must receive at least a **\$1.67**/hr increase. In this case the individual would move to **\$26.94** (OS4 Step 4).

b. On any promotion in the same pay schedule (a) above shall be adjusted as required so that no promoted employee shall receive less than the employee's immediate subordinate and subject to 17.6 the employee shall not be held at the same rate as the employee's subordinate for more than six (6) months.

#### 7.8 <u>Temporary Assignments</u>

Where the Company has an opportunity that provides employees with learning or experience, such as projects or special assignments that are expected to exceed three (3) months, the Company shall advise employees of the vacancies through an internal notification. The vacancies shall be filled by permanent employees unless there are no qualified employees who express interest. Any vacancy created by a permanent employee moving to such an assignment shall not be filled on a permanent basis for the duration of the temporary assignment provided the assignment does not exceed twelve (12) months.

- a. Upon completion of temporary assignments of twelve (12) months or less, permanent employees shall return to their previous position provided the position still exists and the employee has not bid into another position. Should the previous position no longer exist, the employee shall be placed in a permanent position at the same salary and benefits level as the previous position.
  - i. Should a temporary assignment of twelve (12) months or less require extension beyond twelve (12) months, the employee may return to their previous position; or
    - 1) an agreement is reached to hold the previous position; or
    - 2) upon completion of the temporary assignment, placement into another permanent position at the same salary and benefits level as the previous position.
- b. Upon completion of temporary assignments that exceed twelve (12) months, permanent employees shall be placed in a permanent position at the same salary and benefits level as their previous permanent position unless agreement is reached to hold the position for the duration of the temporary assignment.

# ARTICLE 8 - HOURS OF WORK

The hours of work stated in this Article shall not be construed as a guarantee of any minimum nor as a restriction on any maximum hours to be worked, but serves only as a basis for the calculation of overtime and establishing work schedules.

#### 8.1 a. <u>Office Staff – General</u>

- i. Seven (7) hours and fifty-five (55) minutes shall constitute a regular workday and five (5) days shall constitute a regular workweek. A Monday or Friday off per month shall be designated by the Company for each employee.
- ii. Normal office hours shall be from 7:35 a.m. to 4:30 p.m. Monday through Friday with one (1) hour off for lunch. It is agreed that on forty-eight (48) hours' notice the Company may change the normal starting time providing the regular hours of work occur between 6:30 a.m. and 5:30 p.m. If mutually agreeable between the Company and an employee, the duration of the lunch period may be varied by up to one-half (1/2) hour.
- b. Office Staff Shift Employees
  - i. Shifts shall be scheduled and posted by the Company. Seven (7) hours and fifty-five (55) minutes shall constitute a regular shift or workday and thirty-seven and one half (37.5) hours shall constitute an average workweek. A Monday or Friday off for each employee shall be designated each month by the Company.
  - ii. Normal hours for shifts shall be as follows:

Day Shift	-	shall be a shift which commences between the
-		hours of 6:30 a.m. and 8:30 a.m.

Evening Shift - shall be a shift which commences between the hours of 3:00 p.m. and 5:00 p.m.

Night Shift - shall be a shift which commences between the hours of 11:00 p.m. and1:00 a.m.

#### 8.2 Field Staff

Eight (8) hours shall constitute a regular workday and five (5) days shall constitute a regular workweek from November 1 to April 30. Eight (8) hours and thirty (30) minutes shall constitute a regular workday and five (5) days shall constitute a regular workweek, except that a Monday or Friday off per month shall be designated by the Company for each employee from May 1 to October 31.

- a. Non-Shift Employees General
  - i. From November 1 to April 30, normal field hours shall be from 8:00 a.m. to 5:00 p.m., Monday through Friday, with one (1) hour off for lunch. Eight (8) hours shall constitute a regular workday and five (5) days shall constitute a regular workweek. It is agreed that on forty-eight (48) hours' notice the Company may change the normal field staff hours shown above by one (1) hour or less.
  - ii. From May 1 to October 31, normal field staff hours shall be from 8:00 a.m. to 5:30 p.m., Monday through Friday, with one (1) hour off for lunch, except that in each of the aforementioned months, a Monday or Friday off shall be designated by the Company for each employee. Eight (8) hours and thirty (30) minutes shall constitute a regular workday and five (5) days shall constitute a regular workweek. It is agreed that on forty-eight (48) hours' notice the Company may change the normal field staff hours shown above by one (1) hour or less.
  - iii. If mutually agreeable between the Company and the majority of the employees in a work unit, a one-half hour (1/2) lunch period may be considered.
  - iv. If mutually agreeable between the Company and an employee(s) in a work unit, a one-half (1/2) hour lunch period will be granted provided the employee(s) has been requested to bring a home prepared lunch as per Article 15.3.
- b. <u>Non-Shift Employees Operating Personnel</u>
  - i. From November 1 to April 30, normal field staff hours shall be from 8:00 a.m. to 5:00 p.m. and the regular workweek shall be any five (5) consecutive days, Monday through Saturday, with one (1) hour off for lunch. Eight (8) hours shall constitute a regular workday and five (5) days shall constitute a regular workweek. It is agreed that on forty-eight (48) hours' notice the Company may change the normal field staff hours shown above by one (1) hour or less.
  - ii. From May 1 to October 31, normal field staff hours shall be from 8:00 a.m. to 5:30 p.m. and the regular work week shall be any five (5) consecutive days, Monday through Saturday, with one (1) hour off for lunch, except that in each of the aforementioned months, a Monday or Friday off shall be designated by the Company for each employee. Eight (8) hours shall constitute a regular workday and five (5) days shall constitute a regular workweek. It is agreed that on forty-eight (48) hours' notice the Company may change the normal field staff hours shown above by one (1) hour or less.

- iii. If mutually agreeable between the Company and the majority of the employees in a work unit, a one-half (1/2) hour lunch period may be considered.
  - 1) If mutually agreeable between the Company and an employee(s) in a work unit, a one-half (1/2) hour lunch period will be granted provided the employee(s) has been requested to bring a home prepared lunch as per Article 15.3.
  - 2) It is further agreed that where there is only one (1) man qualified to be on standby or where vacations reduce the remaining staff coverage to less than fifty percent (50%) of total staff available as a result of the day off, employees shall revert to the hours as outlined in 8.2(b)(i).

## c. Shift Employees

Schedules of regular shifts shall be as arranged and posted from time to time by the Company, but may be further varied by mutual agreement between the Company and the Association. From November 1 to April 30, eight (8) hours shall constitute a regular workday or shift and forty (40) hours shall constitute an average workweek. From May 1 to October 31, eight (8) hours and thirty (30) minutes shall constitute a regular workday and forty (40) hours shall constitute an average workweek, except that in each of the months May through October, a Monday or Friday off shall be designated by the Company for each employee.

Normal hours for shifts shall be as follows:

Evening Shift	-	considered as a shift which commences between
		the hours of 3:00 p.m. and 5:00 p.m.

- Night Shift considered as a shift which commences between the hours of 11:00 p.m. and 1:00 a.m.
- d. When a field staff employee is rescheduled, at the Company's request, to work a normal work period or shift other than the employee's regular scheduled hours or shift with less than fifteen (15) hours off between work periods or shifts, the employee shall receive applicable overtime rates computed on basic salary for this initial period or shift as per Article 10.1.
- 8.3 Hours of work vary only as stated in Clause 11.3, Attachments 3 and 4 at the back of this Agreement.
- 8.4 If mutually agreeable between the Company and the employee, another workday may be substituted for the designated day off.

8.5 Once established, work schedules may only be changed by mutual agreement between the Company and an employee, or on four (4) weeks written notice by the Company, with a copy provided to the Association.

# ARTICLE 9 - SHIFT DIFFERENTIAL

9.1 Employees scheduled to work evening or night shifts shall receive, in addition to regular pay, **two dollars and forty cents (\$2.40)** per hour for evening or night shift worked.

# ARTICLE 10 - OVERTIME

- 10.1 Employees shall receive overtime pay at the rate of two (2) times their regular rate of pay for authorized overtime worked outside their scheduled hours of work on a regular work day and for all time worked on scheduled days off and Holidays as specified in Article 15.1 of this Agreement.
- 10.2 Where an employee is required to work **with** less than nine (9) consecutive hours off duty immediately prior to the commencement of the employee's regular hours of work, that employee shall be paid at double the employee's regular rate of pay for the hours worked until such time as the employee is relieved from duty for not less than nine (9) consecutive hours. The employee will consider themselves relieved from duty at the completion of the overtime work **or when they are relieved from duty**. An employee relieved from duty shall be paid at the employee's regular rate of pay for the employee's regular hours of work which fall within this prescribed relief period.

		Scenario 1	Scenario 2
	MONDAY	TUESDAY	TUESDAY
Hours at Work	7:00am – 5:30pm	7:00am – 6:00pm	10:00am – 7:00pm
Rest Period @ 1x			7:00am – 10:00am
Regular Pay	7:00am – 5:30pm		10:00am – 5:30pm
Call Out/OT @ 2x	10:00pm – 1:00am		5:30pm – 7:00pm
Rest Period @ 2x		7:00am – 6:00pm	
Hours @ Regular	10		10
Hours @ 2x	3	10.5	1.5

Examples (Based on four 10 hour days with a  $\frac{1}{2}$  hour lunch break):

## 10.3 Overtime Pay Options

Overtime is when employees are required to work outside of their scheduled hours, on days off, or on holidays. If the Company requires overtime to be worked, such hours are to be paid at the rate of two (2) times their regular pay. Employees may choose one of the following options for overtime worked:

## a. <u>Receive overtime pay</u>

In order to receive overtime pay, employees or designated delegates, shall enter their approved overtime in the time entry system.

#### b. Bank overtime pay

The banked overtime calendar will be from March 1<sup>st</sup> to the last day of February in the following year. An employee may request in writing that the Company hold the payment of overtime pay until a later date. Employees must request in writing to receive their banked overtime. Any banked overtime not taken by the last day of February will be paid out on March 15<sup>th</sup>. Banked overtime shall be paid out to the employee at the rate at which the pay was banked.

## c. <u>Receive time off rather than pay</u>

When mutually agreed to by the employee and the Company, time off may be taken by the employee rather than receiving overtime pay. Time worked and taken must be in the same **banked overtime** year (i.e. March 1<sup>st</sup> to end of **February**). Employees receive two (2) hours off for each (1) hour overtime worked.

When the time is taken off, it must be agreed to by the manager. Such time off, up to a maximum of five (5) days at any one time, will be permitted provided that the requested time off does not result in additional overtime for that employee and/or other employees. Therefore, requests for time off more than thirty (30) days in advance of the actual time off may not be considered.

## d. Combination of a, b and c above

Employees may choose a combination of options a, b, and c, subject to the requirements described for each of these options.

## 10.4 Travel Time for Training

- a. Mandatory training is any training that the employee is required to attend. If total time including travel time exceeds the regular hours, 40 hours for field employees or 37.5 hours for office employees, travel time at the overtime rate will be paid for mandatory training.
- b. Optional training is any training that the employee is not required to attend. If total time including travel time exceeds the regular hours, 40 hours for field employees or 37.5 hours for office employees, travel time will not be paid for optional training; it will be on the employees own time.

# 11.1 Flex Time

Flex time is when an employee requests to change their regular scheduled hours which results in the same total number of hours worked but the hours are worked at a different time in order to accommodate the employee. Flex time must have pre-approval from the manager. Flex time is banked at the rate of one (1) times regular pay, i.e. employees receive one (1) hour off for each one (1) hour worked. For example, with management approval, an employee works an additional two (2) hours on Thursday in order to leave work two (2) hours early on Friday. Flex time is intended to accommodate short-term requirements, not for long-term needs that require many days off.

# 11.2 <u>Time Off Without Pay</u>

An employee may request to have time off without pay. Time off without pay must be approved by the Manager. Typically time off will be short-term in nature, and in any event, shall not exceed one (1) month.

# 11.3 Flexible Hours of Work Agreements

There are personal and work situations for employees and supervisors alike where mutual advantage may be gained from agreement to modify the hours of work. Either employees or supervisors can propose flexible hour arrangements. Flexible hours of work agreements require the approval of employees and management.

- a. Proposals for flexible hours of work will be considered which meet the following conditions of satisfaction:
  - i. Flexible hour agreements will be entered into by employees and supervisors on a voluntary basis.
  - ii. In spirit, flexible hours proposals must foresee tangible benefits for the employee and the Company. For example, quality of life of employees, service to customers, quality of work or productivity improvements are tangible benefits where such benefits can be demonstrated.
  - iii. All requests to introduce flexible hours of work will receive due consideration from impacted supervisor(s) and employee(s).
  - iv. Any agreement to introduce flexible hours of work must include an understanding between the supervisor and employee(s) involved of the hours to be worked, the duration of the agreement and the length of notice required to cancel the agreement. For clarity, the supervisor and employee(s) are encouraged to have a written agreement. The introduction of flexible hours for periods in excess of thirty (30)

calendar days shall be in writing, with a copy provided to the Association.

- v. Either party to a flexible hours of work agreement can end the agreement provided they give the appropriate notice as per condition iv) above. Where the appropriate notice period has not been set out, two (2) weeks' notice must be given.
- b. For purposes of Article 10 of the Collective Agreement the agreed upon hours of work shall become the "scheduled hours of work on a work day". Hours worked outside the agreed upon hours shall be overtime.

# ARTICLE 12 - CALL-OUTS

- 12.1 Employees called out for emergency and maintenance work following their normal work day or shift and after they have left the Company work place, shall be paid a minimum of two (2) hours at the applicable overtime rate subject to the provisions of 12.2.
- 12.2 Employees called out during the two (2) hours preceding the commencement of their normal work day or shift shall be paid at their applicable overtime rate for the time worked and the time remaining until the start of their work day or shift.
- 12.3 Employees called out for work on scheduled days off and Company recognized Holidays shall be paid a minimum of two (2) hours at two (2) times the basic hourly rate. This shall not apply in the case of employees who perform regularly assigned duties on such days.
- 12.4 Employees on standby shall be paid for call-outs on the same basis as employees not on standby.
- 12.5 Where employees are called out for work, they are deemed to be on duty for the specified minimum period or until the work for which they have been called out is completed, whichever is the longer period. Further calls received during this period shall be considered a continuation of the initial call-out and shall not be subject to minimum call-out pay.
- 12.6 When employees are scheduled to work overtime on normally scheduled days off and the scheduled overtime is cancelled by the Company with less than eight (8) hours' notice to the employees, the employees shall receive two (2) hours pay at overtime rates.
- 12.7 <u>When call-outs are handled from home:</u>
  - a. If the total cumulative response of call-outs during the day (between 6:00 am and 10:00 pm):
    - i. takes 30 minutes or less, then call-out pay will not apply;

- ii. takes greater than 30 minutes then call-out pay will apply.
- b. For any call during the night that interrupts a person's sleep (between 10:00 pm and 6:00 am), then call-out pay will apply.

# ARTICLE 13 – STANDBY

- 13.1 Employees shall receive standby pay only when on scheduled standby or when specifically requested to perform standby duties.
- 13.2 Employees who are requested to **be on** standby shall receive **applicable overtime for call-outs, plus:** 
  - a. the equivalent of one (1) hour at the top FT4 hourly rate per day for standby on each scheduled workday. Standby pay for a day off as a result of application of Attachment #3 (Rearranged Hours of Work) shall be at this scheduled workday rate;
  - **b.** the equivalent of **two (2) hours at** the top FT4 hourly rate per day on scheduled days off; and
  - c. the equivalent of three (3) hours at the top FT4 hourly rate per day for standby on a company recognized or statutory holiday, as per Clause 15.1.
- 13.3 Standby on a regular work day means that an employee shall be available on call outside of normal hours of work for the full twenty-four (24) hours. On each scheduled day off, including days off as a result of application of Attachment #3 (Rearranged hours of work), and recognized holidays, standby means on call for the full twenty-four (24) hour period.
- 13.4 The number of employees required for standby shall be determined from time to time by the Company and arranged by the Supervisor or the employee in charge.
- 13.5 The Supervisor shall be responsible for scheduling standby duties as equitably as possible having regard for safety and experience.
- 13.6 No employee shall be required to standby for more than twenty-five (25) consecutive days except by mutual agreement between the Company and the employee concerned. Where there is no agreement to an extension beyond the twenty-five (25) days, the Company will arrange to relieve the employee of standby duties for the following seven (7) days.

# ARTICLE 14 - VACATIONS

# 14.1 Employees shall earn vacation with pay at an accrual rate as follows:

30+ years	35 days/year
24 to 29 years	30 days/year
16 to 23 years	25 days/year
7 to 15 years	20 days/year
1 to 6 years	15 days/year
less than 1 year	15 days/year pro-rated
Years of Service Completed	Vacation Earned

#### Vacation Reference Table

Year	4 Weeks	5 Weeks	6 Weeks	eks 7 Weeks		
Hired	as of January 1,					
1970	1977	1986	1994	2013		
1971	1978	1987	1995	2013		
1972	1979	1988	1996	2013		
1973	1980	1989	1997	2013		
1974	1981	1990	1998	2013		
1975	1982	1991	1999	2013		
1976	1983	1992	2000	2013		
1977	1984	1993	2001	2013		
1978	1985	1994	2002	2013		
1979	1986	1995	2003	2013		
1980	1987	1996	2004	2013		
1981	1988	1997	2005	2013		
1982	1989	1998	2006	2013		
1983	1990	1999	2007	2013		
1984	1991	2000	2008	2014		
1985	1992	2001	2009	2015		
1986	1993	2002	2010	2016		
1987	1994	2003	2011	2017		
1988	1995	2004	2012	2018		
1989	1996	2005	2013	2019		
1990	1997	2006	2014	2020		
1991	1998	2007	2015	2021		
1992	1999	2008	2016	2022		
1993	2000	2009	2017	2023		
1994	2001	2010	2018	2024		
1995	2002	2011	2019	2025		
1996	2003	2012	2020	2026		
1997	2004	2013	2021	2027		
1998	2005	2014	2022	2028		

Year	4 Weeks	5 Weeks	6 Weeks	7 Weeks
Hired	as of January 1,			
1999	2006	2015	2023	2029
2000	2007	2016	2024	2030
2001	2008	2017	2025	2031
2002	2009	2018	2026	2032
2003	2010	2019	2027	2033
2004	2011	2020	2028	2034
2005	2012	2021	2029	2035
2006	2013	2022	2030	2036
2007	2014	2023	2031	2037
2008	2015	2024	2032	2038
2009	2016	2025	2033	2039
2010	2017	2026	2034	2040
2011	2018	2027	2035	2041
2012	2019	2028	2036	2042
2013	2020	2029	2037	2043
2014	2021	2030	2038	2044
2015	2022	2031	2039	2045

- 14.2 Pay for vacations under 14.1 shall be at the employee's basic scheduled rate of pay applicable during the employee's vacation period. "Basic scheduled rate" for vacation pay purposes excludes overtime pay, standby pay and any temporary (less than three (3) months) higher or lower pay level/step.
- 14.3 As far as possible, employees will be granted their choice of vacation periods, but the right to allot vacation periods is reserved by the Company in order to ensure efficient operations.
- 14.4 In the event that a Company-recognized Holiday falls within an employees' vacation period, the employee will receive either, a regular day's pay or an additional day off in lieu of the Holiday at the discretion of the Company.
- 14.5 In the event that an employee is laid off, resigns or is discharged, the employee will be compensated in money in lieu of the accrued vacation due.
- 14.6 Employees, while working a twenty-four (24) hour continuous rotating shift schedule shall receive one (1) additional day of vacation upon completion of two (2) years of continuous shift service and an additional day upon completion of each subsequent year of continuous shift service up to a combined maximum of five (5) days. For the purpose of this clause, continuous service shall accrue beginning January 1, 1981. Vacation pay earned under this clause will not be paid on voluntary termination.

# ARTICLE 15 - HOLIDAYS

- 15.1 The following days will be recognized as paid holidays:
  - New Year's Day Labour Day
  - Family Day Thanksgiving Day
  - Good Friday Remembrance Day
  - Easter Monday
    - ay Christmas Day
  - Victoria Day Boxing Day
  - Canada Day
  - Civic Day (generally the 1<sup>st</sup> Monday in August)
- 15.2 Any additional holidays proclaimed by the Provincial and/or Federal Governments, and generally recognized by industry, will be recognized as paid holidays.

Any additional holidays proclaimed by the Civic Governments, and generally recognized by industry, will be recognized as paid holidays, if approved by the Company.

In the event that the Legislature removes Alberta Family Day as a paid holiday, it will be removed from the above list of holidays.

- 15.3 The period of time recognized as a holiday is the twenty-four (24) hour period beginning at 00:01K on the day which is observed as the holiday.
- 15.4 When any of the holidays listed above fall on a Saturday or Sunday, the Company, at its discretion, shall declare either the preceding Friday or the following Monday as the day to be observed. When Christmas Day is observed on a Monday, Boxing Day will be observed on the following Tuesday. Shift employees shall observe the holidays listed in Article 15.1 on the calendar days on which they fall.
- 15.5 When one of these holidays is observed on an employee's day off, and such day is not worked by the employee, the Company and employee can mutually agree to another day off in lieu of the holiday or if agreement cannot be reached, the employee will receive a regular day's pay.

# ARTICLE 16 – EXPENSES

16.1 While working away from headquarters, employees shall be reimbursed for actual expenses of individual lodging, unless such individual accommodation cannot be obtained or the employees choose to share accommodation. Rooms, as required, shall be arranged for by the employee in charge or designate.

16.2 The payment of meal expenses to employees may be made on an actual incurred basis or on a meal allowance basis depending on the situation as described in Article 16.3. In all cases meal time is unpaid.

Where meal expenses are on an actual incurred basis, it is based on the principle that employees should be reimbursed for reasonable 'out of pocket' expenses so incurred. It is considered that employees should neither lose nor profit from expense allowances. This principle shall be followed in dealing with questions which may arise in connection with expenses.

Where meal expenses are on a meal allowance basis, it is based on the principle that the meal allowance reimburses employees for the average cost of meals, recognizing that the actual cost of specific meals may be lower or higher.

## 16.3 <u>Meal Allowance</u>

- <u>Meal Allowances for Employees requiring an overnight absence</u> Employees on business requiring an overnight absence are eligible for meal allowances based on the following criteria:
  - i. Where an overnight absence is required on the evening prior, or the employee is required to start work more than one (1) hour before their regular starting time, the employee shall be entitled to a breakfast allowance of **fourteen dollars (\$14.00)**.
  - ii. Where the employee works that day and is required to have an overnight absence either the evening prior or that evening, the employee shall be entitled to a lunch allowance of **seventeen dollars (\$17.00)**.
  - iii. Where the employee works that day and is required to have an overnight absence that evening, or the employee works more than two (2) hours beyond their regular hours, the employee shall be entitled to a dinner allowance of **thirty-three dollars (\$33.00)**.

Receipts are not required.

If a meal is provided as part of the work or training assignment, (by the company, the training vendor or other external party), then the meal allowance for that meal cannot also be claimed. This shall also apply to Out of Province Travel.

b. <u>Meal Expenses Where No Overnight Absence is Required But Employee is</u> <u>Working Away From Their Headquarters</u>

Where no overnight absence is required, but the employee is working more than eight (8) kilometers away from their headquarters, the employee shall be

entitled to a bag lunch of **ten dollars (\$10.00)**, or the actual cost of meals, which must be reasonable given the location and circumstances, and be evidenced by a receipt.

c. Out of Province Travel

Employees who travel outside of the province may claim the actual cost of meals, (must be reasonable given the location and circumstances), **and be** evidenced by a receipt.

d. Employees Working Overtime

When an employee works a regular full-time day and then works more than two (2) hours of continuous overtime before or after their regular shift and they were not already eligible for **the applicable** meal expense, the Company will provide them with a meal. If the company does not provide them with a meal, then they are eligible for the actual cost of a meal, which must be reasonable given location and circumstances, and evidenced by a receipt. The meal time is unpaid time.

- 16.4 Transportation between headquarters and the job shall be arranged by the Company.
- 16.5 Employees who are authorized to use their vehicle while on Company business shall be reimbursed at a rate as per the Corporate Business Travel and Entertainment Policy.
- 16.6 Transfer expenses shall be paid in accordance with Attachments 1 and 2 at the back of this Agreement.
- 16.7 For all overnight absences from home in excess of twenty (20) days per calendar year, with the exception of optional training, employees shall be paid an incidental expense of **seven dollars and seventy-five cents (\$7.75)** per night, retroactive to the first night. Optional training is such training that is not required by the Company.
- 16.8 Employees who perform work significantly damaging or destructive to clothing (i.e. Warehouse, Transformer Shop and other positions that may be mutually agreed to by the Company and the Association) shall be provided with, or reimbursed for, coveralls/overalls or smocks/aprons as required.
- 16.9 Where, in the opinion of the Company, or as required by legislation or industry standards, working conditions are such that they warrant the wearing of protective clothing and/or footwear, the Company shall provide such clothing and/or footwear, or reimburse the employee for the cost of such clothing and/or footwear in accordance with the Company policies and as follows. **Replacement will be made on evidence of fair wear and tear.**

- a. Approved Safety Boots and Electrically Resistive Safety Boots, or repairs, will be subsidized at 60% to a maximum reimbursement of two hundred dollars (\$200.00) per eligible employee per twelve (12) months or four hundred dollars (\$400.00) per eligible employee per twenty-four (24) months.
- b. 100% of the cost of approved Conductive Boots for Linemen will be covered by the Company.
- c. 100% of the cost of Company provided or approved Fire Resistant rated outerwear will be covered by the Company including winter parka, summer jacket, winter & summer coveralls, hoodie, 3 in 1 jacket, summer & winter bib overalls, balaclava, neck tube, hard hat liner (heavy & light duty), reflective vest, rainwear, and pants or shirts worn as outerwear. All outerwear must meet all Company safety standards including FR rating, high visibility and reflective striping.

# ARTICLE 17 – SALARIES, RATES OF PAY AND OTHER PAYMENTS

- 17.1 During the life of this Agreement, the Company agrees to pay the rates in the Pay Schedules which are attached and the Association agrees to the principle of a full day's work for a full day's pay.
- 17.2 Bargaining unit positions shall be evaluated in accordance with the existing job evaluation system, unless the Company and the Association mutually agree to implement a new system or alter the existing system.
- 17.3 The Company shall provide the necessary training in job evaluation to a representative as appointed by the Association.
- 17.4 Upon request, employees shall be provided with a current job description for their position. The Company shall provide the Association with a copy of the current job description for each bargaining unit position.
- 17.5 a. When new job classifications are established, the Company shall set and implement the wage rates thereof, and shall notify the Association thereof within fourteen (14) days of the classification being established.
  - b. When significant changes are effected to existing job classifications to the extent that the job requires re-evaluation, or the job is re-evaluated as a result of the job evaluation maintenance program, the following procedure shall be followed:
    - i. Where, in the opinion of the Association, a job classification requires reevaluation, it shall request the Company to proceed with re-evaluation and the Company shall do so within one hundred and twenty (120) days.

Upon completion of any evaluation, the Company shall promptly inform the Association of any changes arising therefrom.

- ii. Should a request for re-evaluation, resulting from changes in job content be initiated by an employee, or by the Association on the employee's behalf, and the re-evaluation results in a reclassification to a higher pay level, the reclassification shall be retroactive to the date the Company received the "Request for Review" application.
- iii. When the Company initiates a re-evaluation of a job and the re-evaluation results in reclassification to a higher pay level as a result of changes in job content, the reclassification shall be retroactive to the date the employee returns the updated job description to the Company after receiving the "Notification of Review" letter.
- c. When a dispute arises between the Association and the Company regarding a job evaluation, a Board of four (4) persons shall be established, within ten (10) working days of receipt by the Company, of the Association's notice of appeal to attempt to resolve the dispute. Two (2) representatives will be appointed by the Company and two (2) representatives will be appointed by the Association, each of the four (4) persons having one (1) equal vote. Every effort should be made to resolve the dispute within ten (10) working days of the Board's appointment. In the event that the dispute remains unresolved, the following method of settlement shall be adopted:

The Company and the Association shall submit the dispute jointly to two (2) appointees qualified in wage determination and administration, one (1) appointed by the Company and the other by the Association. Such appointees shall meet and hear all pertinent matters and render a decision within fourteen (14) days of their first meeting. In the event that the appointees cannot reach unanimity in their decision, they may appoint a third party of similar qualifications to act as Chairman, such party to be experienced in the field of job evaluation. The unanimous decision of the first two (2) appointees, or a majority decision of the three (3) appointees, shall be final and binding upon both parties.

- d. When a job classification has been evaluated and assigned a tentative rating, the classification shall be reviewed and a rating confirmed within twelve (12) months, provided the classification has been filled by the same employee.
- 17.6 a. Scheduled increases are intended to be paid for satisfactory progress. In the event that an employee is not making satisfactory progress, one (1) or more increases may be withheld, provided that the employee concerned and the Association are notified in writing by Management of the reason for withholding such increases. Should the employee fail to give satisfactory service following the withholding of an increase, the employee may be

demoted or discharged at the discretion of the Company, subject to the provisions of Articles 5 and 6 of this agreement.

- b. When a new employee is hired, reasonable allowance shall be made for experience when determining the appropriate wage step. As a guide, for every year of directly related experience, attribute one step on the pay schedule. Recognizing previous experience shall be at the sole discretion of management, and may be modified to reflect other considerations.
- c. Should a special wage step increase be warranted during the progression period, it may be given at management's discretion. When an employee is given a special wage step increase, the next six (6) month scheduled increase shall apply from the date of the special increase, providing the employee has not reached their maximum rate.

## 17.7 <u>Temporary Assignments</u>

a. <u>Temporary Assignment to Higher Classification</u> An employee temporarily assigned by the supervisor to a position of higher classification, for a period in excess of one (1) week shall, from the first day, be paid at the next higher pay rate applicable to the new classification.

#### b. <u>Temporary Assignment Outside of the Bargaining Unit</u>

An employee who is requested to perform the large majority of duties and responsibilities of a position outside the scope of this Collective Agreement for a period in excess of one (1) week will be paid, from the first day, at a rate of five percent (5%) higher than the employee's normal rate of pay. Prior to the temporary assignment taking effect, the Manager will provide a written agreement for the length of time and the scope of the duties to be performed.

17.8 No employee shall be required to take a lesser rate of pay when assigned at the Company's request to temporarily perform the duties of another employee. The foregoing shall not be construed as applying to demotion for just cause or assignment to a lower classification to provide continued employment.

## 17.9 Pyramiding

If two (2) or more premiums are applicable to the same hours worked, an employee shall receive only the highest premium applicable to such hours. For the same hours worked, an employee shall not receive a premium rate under more than one (1) provision of this Agreement unless otherwise specifically provided.

17.10 An employee who is required to work at or above a height of twenty-four and four tenths (24.4) meters [eighty (80) feet] free fall above ground level will receive, in addition to their regular rate of pay, a premium of one (1) times their normal

straight time rate while so engaged. Premium height pay will be paid for each hour or part of an hour so worked. The provision of Article 17.9 shall not apply to height pay premium.

- 17.11 SICK PAY will be in accordance with the provisions of the "Group Salary Continuance Plan" in effect throughout the Company.
- 17.12 <u>Positions that are typically occupied by an Engineer</u> When the position is occupied by an Engineer, the individual shall be excluded from the bargaining unit. When the position is occupied by other than an Engineer, the individual shall be included in the bargaining unit.

Individuals with a combination of Technical diploma and relevant industry experience may be considered for these roles.

17.13 Performance Reviews will be provided to employees upon the employee's request.

# ARTICLE 18 - MATERNITY AND PARENTAL LEAVE

- 18.1 A pregnant employee will be entitled to maternity leave without pay consisting of a period not exceeding fifteen (15) weeks starting at any time during the twelve (12) weeks immediately preceding the estimated date of delivery.
- 18.2 The pregnant employee shall give the Company two (2) weeks' notice in writing of the day upon which she intends to commence maternity leave and, if requested, provide a medical certificate certifying that she is pregnant and the estimated date of delivery.
- 18.3 An employee on maternity leave must take a period of leave at least six (6) weeks immediately following the date of delivery, unless the employee and the Company agree to shorten the period. In such cases, the employee shall provide the Company with a medical certificate indicating that resumption of work will not endanger her health. NOTE: See Company policy for information regarding pay.
- 18.4 The Company shall grant an employee a leave of absence without pay for a maximum of thirty-seven (37) weeks:
  - a. immediately following the last day of maternity leave;
  - b. or a period of not more than thirty-seven (37) consecutive weeks within fiftytwo (52) weeks after the child's birth;
  - c. and in the case of an adoptive parent, a period of not more than thirty-seven (37) consecutive weeks within fifty-two (52) weeks after the child is placed with the adoptive parent for the purpose of adoption.

- 18.5 An employee's entitlement to parental leave for the purposes of adoption is conditional on having at least twelve (12) months of continuous service immediately preceding the estimated adoption date.
- 18.6 Where both prospective parents are employees of the Company and they intend to share parental leave, they must advise the Company of their intention.
- 18.7 Prior to the adoption, the employee shall notify the Company in writing of their intent to adopt, giving the estimated adoption date unless:
  - a. the medical condition of the birth mother or child makes it impossible to comply with this requirement;
  - b. the date of the child's placement with the adoptive parent was not foreseeable
- 18.8 An employee who wishes to resume employment upon the expiration of maternity or parental leave shall give the Company **four (4)** weeks' notice in writing of the day on which the employee intends to resume employment.
- 18.9 The Company will reinstate the employee in the position they occupied at the time maternity or parental leave commenced or provide the employee with alternative work of a comparable nature at not less than the earnings and other benefits that had accrued to the employee when the maternity or parental leave started.
- 18.10 During maternity and parental leave, the Company will make premium contributions to continue coverage based on the employees benefit selection and the employee will be required to pay any contribution based on their benefit selection that is over and above the plan credits prior to commencing their leave. Upon reinstatement, the employee will be given full credit for seniority that had accrued to the date that the employee commenced maternity and parental leave.
- 18.11 Personal Leave of Absence, Bereavement Leave, Compassion Care Leave, Jury/Witness Duty, Time Off to Vote, Military Leave and Other Time Away From Work shall be as per Company policy.

## ARTICLE 19 - TERMINATION OF AGREEMENT

19.1 This Agreement shall be effective from January 1, **2013** and shall remain in full force up to and including December 31, **2015** and shall continue in force thereafter, unless in any year not more than one hundred and twenty (120) days, and not less than sixty (60) days before the date of its termination, either party shall furnish the other with notice of intention to amend this Agreement. Both parties agree to commence negotiations within thirty (30) days from date of notice.

- 19.2 If notice to negotiate has been given by either party prior to date of termination, this Agreement shall remain in full force and effect during any period of negotiations, in accordance with the provisions of the Labour Relations Code.
- 19.3 In the event that the Company and the Association wish to alter any Article or Attachment during the term of this Agreement, the parties may, by mutual agreement, negotiate such alterations.

# PAY SCHEDULES

In accordance with the November 29, 2012 Agreement between the parties, the annual salary calculation (regular pay) shall be based on the hourly rate multiplied by 261 days.

- <u>Office employees</u> Full time work week = 37.5 hours/week = 1957.5 hours/annually or 81.56 hours per pay period.
- <u>Field employees</u> Full time work week = 40 hours/week = 2088 hours/annually or 87.00 hours per pay period.

All levels inclusive, except Plus range, are based on time progression – six (6) months, in accordance with Article 17.6(a)

Plus range – Placement and movement within the Plus range is at management's discretion and individual increases are not subject to yearly negotiated increases. The Plus ranges shall be adjusted based on yearly negotiated increases.

Definitions:

- Grandfathering (G): Indicates positions that have been evaluated at a lower level. Employees currently in these positions continue to remain at the original level prior to evaluation, receiving the normal pay step progressions and annual increases. Once a grandfathered position has been vacated the position will then be posted and filled at the adjusted level.
- Out of Schedule (A) or (B): Indicates positions that have had a wage adjustment based on external market demand and/or compensation. Either party to this agreement may bring forward positions to be adjusted due to market demand and/or compensation. Such proposed positions will be subject to negotiation in accordance with this Collective Agreement.
- Automatic Progression (AP): Indicates positions that are subject to automatic progression to the next position level pending satisfactory performance and completion of courses where applicable.

# BUSINESS (BU) PAY SCHEDULE

#### **BU Schedule 2013 Rates**

Step	1	2	3	4	5	6	7	8	9
BU3	24.31	25.67	27.01	28.38	29.71	31.07	32.43	-	-
BU4	27.45	28.76	30.07	31.38	32.67	34.00	35.27	36.59	-
BU5	32.26	33.61	34.97	36.32	37.66	39.02	40.35	41.69	43.04
BU5A	36.96	38.44	39.92	41.41	42.88	44.20	-	-	-
BU6	36.96	38.44	39.92	41.41	42.88	44.20	-	-	-
BU6A	45.92	47.44	48.95	50.44	51.61	-	-	-	-
BU6B	37.79	39.57	41.36	43.15	44.93	46.74	48.52	50.30	-
BU5A PI	BU5A Plus Range         44.20 to 49.37								
BU6 Plu	us Range 44.20 to 49.37								
	us Range				51.61 t	o 54.93			

#### **3.5%** Increase Effective January 1, 2013 to December 31, 2013

#### BU Schedule 2014 Rates

3.5% Increase Effective January 1, 2014 to December 31, 2014

Step	1	2	3	4	5	6	7	8	9
BU3	25.16	26.57	27.96	29.37	30.75	32.16	33.57	-	-
BU4	28.41	29.77	31.12	32.48	33.81	35.19	36.50	37.87	-
BU5	33.39	34.79	36.19	37.59	38.98	40.39	41.76	43.15	44.55
BU5A	38.25	39.79	41.32	42.86	44.38	45.75	-	-	-
BU6	38.25	39.79	41.32	42.86	44.38	45.75	-	-	-
BU6A	47.53	49.10	50.66	52.21	53.42	-	-	-	-
BU6B	39.11	40.95	42.81	44.66	46.50	48.38	50.22	52.06	-
BU5A PI	BU5A Plus Range 45.75 to 51.50								
BU6 Plu	<i>BU6 Plus Range</i> 45.75 to 51.50								
BU6A PI	lus Range				53.42 t	o 56.86			

#### BU Schedule 2015 Rates

4% Increase Effective January 1, 2015 to December 31, 2015

Step	1	2	3	4	5	6	7	8	9
BU3	26.17	27.63	29.08	30.54	31.98	33.45	34.91	-	-
BU4	29.55	30.96	32.36	33.78	35.16	36.60	37.96	39.38	-
BU5	34.73	36.18	37.64	39.09	40.54	42.01	43.43	44.88	46.33
BU5A	39.78	41.38	42.97	44.57	46.16	47.58	-	-	-
BU6	39.78	41.38	42.97	44.57	46.16	47.58	-	-	-
BU6A	49.43	51.06	52.69	54.30	55.56	-	-	-	-
BU6B	40.67	42.59	44.52	46.45	48.36	50.32	52.23	54.14	-
BU5A PI	lus Range				47.58 t	o 52.89			
BU6 Plu	us Range				47.58 t	o 52.89			
BU6A PI	lus Range				55.56 t	o 58.84			

# DRAFTING (DR) PAY SCHEDULE

#### DR Schedule 2013 Rates

3.5% Increase Effective January 1, 2013 to December 31, 2013

Step	1	2	3	4	5	6	7	8	9	10	11
DR3	25.36	27.21	29.07	30.96	32.80	34.62	-	-	-	-	-
DR4	36.50	38.36	40.21	42.06	-	-	-	-	-	-	-
DR5	27.53	29.34	31.16	32.99	34.79	36.60	38.43	40.23	42.05	43.87	45.68
DR6	36.81	38.53	40.27	42.00	43.75	45.49	47.24	48.98	-	-	-

#### DR Schedule 2014 Rates

3.5% Increase Effective January 1, 2014 to December 31, 2014

			,			-					
Step	1	2	3	4	5	6	7	8	9	10	11
DR3	26.25	28.16	30.09	32.04	33.95	35.83	-	-	-	-	-
DR4	37.78	39.70	41.62	43.53	-	-	-	-	-	-	-
DR5	28.49	30.37	32.25	34.14	36.01	37.88	39.78	41.64	43.52	45.41	47.28
DR6	38.10	39.88	41.68	43.47	45.28	47.08	48.89	50.69	-	-	-

#### DR Schedule 2015 Rates

4% Increase Effective January 1, 2015 to December 31, 2015

Step	1	2	3	4	5	6	7	8	9	10	11
DR3	27.30	29.29	31.29	33.32	35.31	37.26	-	-	-	-	-
DR4	39.29	41.29	43.28	45.27	-	-	-	-	-	-	-
DR5	29.63	31.58	33.54	35.51	37.45	39.40	41.37	43.31	45.26	47.23	49.17
DR6	39.62	41.48	43.35	45.21	47.09	48.96	50.85	52.72	-	-	-

# FINANCE (FI) PAY SCHEDULE

#### FI Schedule 2013 Rates

3.5% Increase Effective January 1, 2013 to December 31, 2013

	,,									
Step	1	2	3	4	5	6	7	8	9	
FI2	22.43	23.92	25.45	26.94	28.43	29.92	-	-	-	
FI3	24.31	25.67	27.01	28.38	29.71	31.07	32.43	-	-	
FI4	27.45	28.76	30.07	31.38	32.67	34.00	35.27	36.59	-	
FI5	32.26	33.61	34.97	36.32	37.66	39.02	40.35	41.69	43.04	
FI6	36.96	38.44	39.92	41.41	42.88	44.20	-	-	-	
FI6 P	Plus Range		44.20 to 49.37							

#### FI Schedule 2014 Rates

3.5% Increase Effective January 1, 2014 to December 31, 2014

Step	1	2	3	4	5	6	7	8	9	
FI2	23.22	24.76	26.34	27.88	29.43	30.97	-	-	-	
FI3	25.16	26.57	27.96	29.37	30.75	32.16	33.57	-	-	
FI4	28.41	29.77	31.12	32.48	33.81	35.19	36.50	37.87	-	
FI5	33.39	34.79	36.19	37.59	38.98	40.39	41.76	43.15	44.55	
FI6	38.25	39.79	41.32	42.86	44.38	45.75	-	-	-	
FI6 Plus	s Range	45.75 to 51.50								

#### FI Schedule 2015 Rates

4% Increase Effective January 1, 2015 to December 31, 2015

	,,	,	,		,				
Step	1	2	3	4	5	6	7	8	9
FI2	24.15	25.75	27.39	29.00	30.61	32.21	-	-	-
FI3	26.17	27.63	29.08	30.54	31.98	33.45	34.91	-	-
FI4	29.55	30.96	32.36	33.78	35.16	36.60	37.96	39.38	-
FI5	34.73	36.18	37.64	39.09	40.54	42.01	43.43	44.88	46.33
FI6	39.78	41.38	42.97	44.57	46.16	47.58	-	-	-
FI6 Plus	FIG Plus Range 47.58 to 52.89								

# FIELD TECHNICAL (FT) PAY SCHEDULE

#### FT Schedule 2013 Rates

Effective January 1, 2013 to December 31, 2013 FT3 and FT4 **3.5%** Increase

FT5 and FT6 **3.5% + \$0.50/hour** Increase

Step	1	2	3	4	5	6	7	8
FT3	29.45	31.33	33.19	35.07	36.93	38.79	-	-
FT4	40.67	42.52	44.40	46.24	48.14	-	-	-
FT5	38.43	40.16	41.91	43.63	45.38	47.12	48.86	50.59
FT6	39.42	41.20	42.99	44.78	46.56	48.36	50.14	51.92

#### FT Schedule 2014 Rates

3.5% Increase Effective January 1, 2014 to December 31, 2014

Step	1	2	3	4	5	6	7	8
FT3	30.48	32.43	34.35	36.30	38.22	40.15	-	-
FT4	42.09	44.01	45.95	47.86	49.82	-	-	-
FT5	39.78	41.57	43.38	45.16	46.97	48.77	50.57	52.36
FT6	40.80	42.64	44.49	46.35	48.19	50.05	51.89	53.74

#### FT Schedule 2015 Rates

**4%** Increase Effective January 1, 2015 to December 31, 2015

Step	1	2	3	4	5	6	7	8
FT3	31.70	33.73	35.72	37.75	39.75	41.76	-	-
FT4	43.77	45.77	47.79	49.77	51.81	-	-	-
FT5	41.37	43.23	45.12	46.97	48.85	50.72	52.59	54.45
FT6	42.43	44.35	46.27	48.20	50.12	52.05	53.97	55.89

# IT PAY SCHEDULE

#### IT Schedule 2013 Rates

3.5% Increase Effective January 1, 2013 to December 31, 2013

Step	1	2	3	4	5	6	7	8	
IT3	28.33	30.20	32.06	33.93	35.81	37.67	-	-	
IT4	39.55	41.39	43.27	45.12	47.00	-	-	-	
IT5	37.79	39.57	41.36	43.15	44.93	46.74	48.52	50.30	
IT5A	45.92	47.44	48.95	50.44	51.61	-	-	-	
IT6	45.92	47.44	48.95	50.44	51.61	-	-	-	
IT5A P	lus Range		51.61 to 54.93						
IT6 Plu	us Range	51.61 to 54.93							

#### IT Schedule 2014 Rates

3.5% Increase Effective January 1, 2014 to December 31, 2014

Step	1	2	3	4	5	6	7	8		
IT3	29.32	31.26	33.18	35.12	37.06	38.99	-	-		
IT4	40.93	42.84	44.78	46.70	48.65	-	-	-		
IT5	39.11	40.95	42.81	44.66	46.50	48.38	50.22	52.06		
IT5A	47.53	49.10	50.66	52.21	53.42	-	-	-		
IT6	47.53	49.10	50.66	52.21	53.42	-	-	-		
IT5A P	lus Range		53.42 to 56.85							
IT6 Pl	us Range	53.42 to 56.85								

#### IT Schedule 2015 Rates

4% Increase Effective January 1, 2015 to December 31, 2015

	,,								
Step	1	2	3	4	5	6	7	8	
IT3	30.49	32.51	34.51	36.52	38.54	40.55	-	-	
IT4	42.57	44.55	46.57	48.57	50.60	-	-	-	
IT5	40.67	42.59	44.52	46.45	48.36	50.32	52.23	54.14	
IT5A	49.43	51.06	52.69	54.30	55.56	-	-	-	
IT6	49.43	51.06	52.69	54.30	55.56	-	-	-	
IT5A PI	us Range	55.56 to 58.84							
IT6 Plu	ıs Range	55.56 to 58.84							

# LAND (LA) PAY SCHEDULE

#### LA Schedule 2013 Rates

3.5% Inc	rease Effecti	ve January 1,	13					
Step	1	2	3	4	5	6	7	8
LA3	28.33	30.20	32.06	33.93	35.81	37.67	-	-
LA4	37.79	39.57	41.36	43.15	44.93	46.74	48.52	50.30
LA6	45.92	47.44	48.95	50.44	51.61	-	-	-
LA6 P	lus Range	51.61 to 54.93						

#### LA Schedule 2014 Rates

3.5% Increase Effective January 1, 2014 to December 31, 2014

Step	1	2	3	4	5	6	7	8
LA3	29.32	31.26	33.18	35.12	37.06	38.99	-	-
LA4	39.11	40.95	42.81	44.66	46.50	48.38	50.22	52.06
LA6	47.53	49.10	50.66	52.21	53.42	-	-	-
LA6 PI	lus Range	53.42 to 56.85						

#### LA Schedule 2015 Rates

4% Increase Effective January 1, 2015 to December 31, 2015

	,,							
Step	1	2	3	4	5	6	7	8
LA3	30.49	32.51	34.51	36.52	38.54	40.55	-	-
LA4	40.67	42.59	44.52	46.45	48.36	50.32	52.23	54.14
LA6	49.43	51.06	52.69	54.30	55.56	-	-	-
LA6 P	lus Range	55.56 to 59.12						

# ORGANIZATIONAL SUPPORT (OS) PAY SCHEDULE

#### OS Schedule 2013 Rates

3.5% Increase Effective January 1, 2013 to December 31, 2013

	,,	,	-					
Step	1	2	3	4	5	6	7	8
OS3	19.80	21.46	23.08	24.75	26.38	-	-	-
OS4	22.43	23.92	25.45	26.94	28.43	29.92	-	-
OS5	24.31	25.67	27.01	28.38	29.71	31.07	32.43	-
OS6	27.45	28.76	30.07	31.38	32.67	34.00	35.27	36.59

#### OS Schedule 2014 Rates

3.5% Increase Effective January 1, 2014 to December 31, 2014

Step	1	2	3	4	5	6	7	8
OS3	20.49	22.21	23.89	25.62	27.30	-	-	-
OS4	23.22	24.76	26.34	27.88	29.43	30.97	-	-
OS5	25.16	26.57	27.96	29.37	30.75	32.16	33.57	-
OS6	28.41	29.77	31.12	32.48	33.81	35.19	36.50	37.87

#### OS Schedule 2015 Rates

4% Increase Effective January 1, 2015 to December 31, 2015

	,,,	,						
Step	1	2	3	4	5	6	7	8
OS3	21.31	23.10	24.85	26.64	28.39	-	-	-
OS4	24.15	25.75	27.39	29.00	30.61	32.21	-	-
OS5	26.17	27.63	29.08	30.54	31.98	33.45	34.91	-
OS6	29.55	30.96	32.36	33.78	35.16	36.60	37.96	39.38

# OFFICE TECHNICAL (OT) PAY SCHEDULE

#### OT Schedule 2013 Rates

3.5% Increase Effective January 1, 2013 to December 31, 2013

Step	1	2	3	4	5	6	7	8	9	10	11
OT3	28.33	30.20	32.06	33.93	35.81	37.67	-	-	-	-	-
OT3A	27.53	29.34	31.16	32.99	34.79	36.60	38.43	40.23	42.05	43.87	45.68
OT4	39.55	41.39	43.27	45.12	47.00	-	-	-	-	-	-
OT5	37.79	39.57	41.36	43.15	44.93	46.74	48.52	50.30	-	-	-
OT6	45.92	47.44	48.95	50.44	51.61	-	-	-	-	-	-
OT6 Plu	us Range	Range 51.61 to 54.42									

#### OT Schedule 2014 Rates

3.5% Increase Effective January 1, 2014 to December 31, 2014

Step	1	2	3	4	5	6	7	8	9	10	11
OT3	29.32	31.26	33.18	35.12	37.06	38.99	-	-	-	-	-
ОТЗА	28.49	30.37	32.25	34.14	36.01	37.88	39.78	41.64	43.52	45.41	47.28
OT4	40.93	42.84	44.78	46.70	48.65	-	-	-	-	-	-
OT5	39.11	40.95	42.81	44.66	46.50	48.38	50.22	52.06	-	-	-
OT6	47.53	49.10	50.66	52.21	53.42	-	-	-	-	-	-
OT6 Plu	<i>us Range</i> 53.42 to 56.85										

#### OT Schedule 2015 Rates

4% Increase Effective January 1, 2015 to December 31, 2015

Step	1	2	3	4	5	6	7	8	9	10	11
OT3	30.49	32.51	34.51	36.52	38.54	40.55	-	-	-	-	-
ОТЗА	29.63	31.58	33.54	35.51	37.45	39.40	41.37	43.31	45.26	47.23	49.17
OT4	42.57	44.55	46.57	48.57	50.60	-	-	-	-	-	-
OT5	40.67	42.59	44.52	46.45	48.36	50.32	52.23	54.14	-	-	-
OT6	49.43	51.06	52.69	54.30	55.56	-	-	-	-	-	-
OT6 Plu	us Range			55.56 to 58.84							

# PROJECTS (PR) PAY SCHEDULE

PR Sche	dule 2013 R	ates										
3.5% Inc	rease Effect	tive Januar	y 1, 2013 te	o Decembe	r 31, 2013							
Step	1	2	3	4	5	6	7	8	9			
PR3	24.31	25.67	27.01	28.38	29.71	31.07	32.43	-	-			
PR4	32.26	33.61	34.97	36.32	37.66	39.02	40.35	41.69	43.04			
PR5	36.96	38.44	39.92	41.41	42.88	44.20	-	-	-			
PR5A	45.92	47.44	48.95	50.44	51.61	-	-	-	-			
PR6	45.92	47.44	48.95	50.44	51.61							
PR5 Pl	us Range		44.20 to 49.37									
PR5A P	lus Range		51.61 to 54.93									
PR6 PI	us Range		51.61 to 54.93									

PR Sche	dule 2014 R	ates				_						
3.5% Inc	rease Effect	ive Januar	y 1, 2014 to	o Decembe	r 31, 2014							
Step	1	2	3	4	5	6	7	8	9			
PR3	25.16	26.57	27.96	29.37	30.75	32.16	33.57	-	-			
PR4	33.39	34.79	36.19	37.59	38.98	40.39	41.76	43.15	44.55			
PR5	38.25	39.79	41.32	42.86	44.38	45.75	-	-	-			
PR5A	47.53	49.10	50.66	52.21	53.42							
PR6	47.53	49.10	50.66	52.21	53.42	-	-	-	-			
PR5 Pl	us Range		45.75 to 51.50									
PR5A P	lus Range		53.42 to 56.85									
PR6 PI	us Range				53.42 to	o 56.85						

### PR Schedule 2015 Rates

Г

4% Increase Effective January 1, 2015 to December 31, 2015

-			,		,				
Step	1	2	3	4	5	6	7	8	9
PR3	26.17	27.63	29.08	30.54	31.98	33.45	34.91	-	-
PR4	34.73	36.18	37.64	39.09	40.54	42.01	43.43	44.88	46.33
PR5	39.78	41.38	42.97	44.57	46.16	47.58	-	-	-
PR5A	49.43	51.06	52.69	54.30	55.56	-	-	-	-
PR6	49.43	51.06	52.69	54.30	55.56				
PR5 Pl	us Range 47.58 to 52.89								
PR5A P	lus Range								
PR6 Pl	us Range				55.56 t	o 58.84			

# TRADES (TR) PAY SCHEDULE

#### TR Schedule 2013 Rates

Effective January 1, 2013 to December 31, 2013 TR3 and TR4 **3.5%** Increase TR4, TR5A, TR5, and TR6 **3.5% + \$0.50/hour** Increase

Step	1	2	3	4	5	6	7	8	9	10	11
TR3	28.67	30.47	32.29	34.11	35.91	37.73	39.56	41.36	-	-	-
TR4	43.69	45.51	47.31	-	-	-	-	-	-	-	-
TR5	38.43	40.16	41.91	43.63	45.38	47.12	48.86	50.59	-	-	-
TR5A	29.95	31.83	33.69	35.57	37.43	39.29	41.17	43.02	44.90	46.74	48.64
TR6	39.42	41.20	42.99	44.78	46.56	48.36	50.14	51.92	-	-	-

#### TR Schedule 2014 Rates

3.5% Increase Effective January 1, 2013 to December 31, 2013

Step	1	2	3	4	5	6	7	8	9	10	11
TR3	29.67	31.54	33.42	35.30	37.17	39.05	40.94	42.81	-	-	-
TR4	45.22	47.10	48.97	-	-	-	-	-	-	-	-
TR5	39.78	41.57	43.38	45.16	46.97	48.77	50.57	52.36	-	-	-
TR5A	31.00	32.94	34.87	36.81	38.74	40.67	42.61	44.53	46.47	48.38	50.34
TR6	40.80	42.64	44.49	46.35	48.19	50.05	51.89	53.74	-	-	-

#### TR Schedule 2015 Rates

4% Increase Effective January 1, 2015 to December 31, 2015

Step	1	2	3	4	5	6	7	8	9	10	11
TR3	30.86	32.80	34.76	36.71	38.66	40.61	42.58	44.52	-	-	-
TR4	47.03	48.98	50.93	-	-	-	-	-	-	-	-
TR5	41.37	43.23	45.12	46.97	48.85	50.72	52.59	54.45	-	-	-
TR5A	32.24	34.26	36.26	38.28	40.29	42.30	44.31	46.31	48.33	50.32	52.35
TR6	42.43	44.35	46.27	48.20	50.12	52.05	53.97	55.89	-	-	-

# JOB CLASSIFICATIONS

# **BUSINESS (BU)**

BU 6
Consultation Specialist
Data Integrity & Regulatory Comp Coordinator
Key Account Manager
Knowledge Development Specialist
Master Data Analyst
Regulatory Research & Compliance Specialist
Senior Aboriginal Relations Advisor
Senior Accounts Representative
Senior Communications Advisor
Senior Contracts & Sourcing Specialist
Stakeholder Engagement Specialist
Technical Writer

BU 5
Business Analyst Reporting Specialist
Business Process Analyst
Buyer II
Communications Advisor II
Contracts Analyst II
Knowledge Development Advisor
Physical Security Coordinator
Regulatory Coordinator
Safety Trainer

BU 4	
Account Representative	
Aboriginal Relations Advisor	
Buyer I	
Communications Advisor	
Consultation Planner	
Contracts Analyst I	
Graphic Designer	
Stakeholder Engagement Planner	

BU 3
Communications Advisor (AP)
Stakeholder Engagement Planner (AP)

# DRAFTING (DR)

	DR 6
Drafting Workleader	

	DR 5
Draftsperson II	

DR 4	
Draftsperson	

	DR 3
Draftsperson (AP)	

# FINANCE (FI)

FI 6
Capital Planning & Reporting Lead
Finance Specialist
Regulatory Financial Analyst
Senior A/P Analyst
Senior Capital Asset Accountant
Senior Financial Systems Analyst
Senior Payroll Leader

FI 5
Budget Analyst II
Capital Asset & Inventory Accountant
Financial Systems Analyst
Payroll Analyst
Treasury Analyst

FI 4
A/P Analyst
A/P Financial Analyst
Budget Analyst
Business Analyst/Staging Gate & Reporting Analyst
Capital Asset Accountant
Finance in Training
Financial Reporting Analyst

		FI 3
•	A/P Accountant II	
٠	Capital Asset Accountant	(AP)

FI 2
A/P Accountant I
A/R Accountant
Payroll Assistant

# FIELD TECHNICAL (FT)

FT 6
P & C Technologist II (G)
P&C Technologist III
P&C Technologist WL
Substation Technical Specialist
Substation Technologist WL
Telecom System Technologist WL
Training Coordinator

FT 5
Field Coordinator - Substations
HVDC Field Technologist
Metering Services Technologist (G)
P&C Technologist II
Safety Specialist
Station Technologist II
Sub Technologist OS WL
Substation Technologist II

FT 4
Metering Services Technologist
P & C Technologist
Safety Advisor
Safety System Oversight
Station Technologist
Substation Technologist
Telecom System Technologist

FT 3
Metering Services Technologist (AP)
P & C Technologist (AP)
Safety System Oversight (AP)
Substation Technologist (AP)
Telecom System Technologist (AP)

# INFORMATION TECHNOLOGY (IT)

IT 6
EMS Technology Lead
GIS Application Specialist
IS Project Manager III
IT Business Analyst
PI Application Specialist
Senior Infrastructure Specialist
Senior IS Programmer Analyst
Senior SAP Technical Specialist
Senior Technical Specialist

	IT 5
•	IT Support Service Tech Coordinator
•	PC & SW Specialist
•	Programmer Analyst
•	Real Time System Analyst III
•	SAP BI Functional Analyst
•	SAP Business System Analyst
•	SAP Financial Systems Analyst
•	SAP Functional Analyst
•	SAP PS Functional Analyst

	IT 4
•	Business System Administrator
•	IS Project Manager II
•	IT Hardware/Spec Apps Analyst
•	Real Time System Analyst II
•	SAP Technical Analyst I

IT 3
IS Project Manager I
Real Time System Analyst I

# LAND (LA)

LA 6
Property Acquisition Coordinator
Senior Right of Way Access Coordinator
Senior Right of Way Planner
Surface Land Coordinator III

LA 4
Right of Way Access Coordinator
Right of Way Planner
Surface Land Coordinator

	LA 3
•	Right of Way Access Coordinator (AP)
•	Right of Way Planner (AP)
•	Surface Land Coordinator (AP)

# ORGANIZATIONAL SUPPORT

OS 6
Crossing Coordinator II (G)
Document Control Lead
Senior Commitment Coordinator
TDDM Coordinator
Warehouse WL

OS 5
Inventory Coordinator
Commitment Coordinator
Compliance Administrator
Crossing Coordinator II
Data Hearing & Technical Support
Engineering Clerk
Hearing Support Assistant
Land Administrator
Legal Administrative Assistant
Lines Scheduling Assistant
Master Records Clerk
Material Expeditor
TDDM Administrator
Training Services Coordinator
Warehouse Operator

OS 4
Administrative Assistant
Communications Coordinator
Consultation Support
Contracts Administrator
Crossing Coordinator I
Data Entry Clerk Reg Assist.
Drafting Document Control
Document Control Administrator
Document Controller
Engineering Standards Admin
Facilities Coordinator
GIS Data Return Specialist
ORI Portfolio Support
Project Accountant Administrator
Stakeholder Engagement Support
TDDM Clerk
Technical Documents Custodian
Warehouse Clerk

OS 3
Administrative Clerk
Data Entry Clerk
Facility Maintenance Worker
Receptionist

# OFFICE TECHNICAL (OT)

# OT 6

• Maintenance Analyst (Network, Substation, P & C, Telecom)

OT 5
Corporate Sustainability Specialist
Environmental Advisor
Fleet Coordinator
GIS Technician II
Historical Resource Advisor II
Maintenance Planner
Network Operations Technologist
Power System Technologist
Scorecard Analyst

OT 4
Data Verification Analyst
Disturbance Analysis Technologist
GIS Technician I
Historical Resource Advisor
Line Impedance Technologist
Maintenance Scheduler
Metering Operations Assistant (G)
Metering System Analyst
Permit Coordinator
Transmission Lines Encroachment Technologist

OT 3
Data Verification Analyst (AP)
Disturbance Analysis Technologist (AP)
Historical Resource Advisor (AP)
Line Impedance Technologist (AP)
Metering Operations Assistant
Metering System Analyst (AP)
Permit Coordinator (AP)
Transmission Lines Encroachment Technologist (AP)

# PROJECTS (PR)

	PR 6
Project Controls Anal	yst III
Senior Business Syst	ems Specialist

	PR 5
•	Project Controls Analyst II
٠	Project Estimator
•	Senior Scheduler/Planner

PR 4	
Project Controls Analyst	
Project Resource Coordinator	

PR 3
<ul> <li>Project Controls Analyst (AP)</li> </ul>

# TRADES (TR)

TR 6
Senior Transmission Lines Work Specialist
Transmission Facilities Specialist (G)
Transmission Lineman Foreman
Vegetation Management Coordinator

TR 5
Field Coordinator
Int Proj Lines Tech Assistant
Telecom System Tower Serviceman OS
Transformer Shop On Site WL
Transmission Construction Assistant
Transmission Facilities Specialist
Transmission Line On Site WL
Transmission Line Specialist
Vegetation Management Spec

TR 4
Right of Way Maintenance Tech
Substation Electrician
Telecom System Tower Serviceman
Transformer Shop Technician
Transmission Lineman

TR 3
Apprentice Lineman (AP)
Right of Way Maintenance Technician (AP)
Substation Electrician Apprentice (AP)
Telecom System Tower Serviceman (AP)
Transformer Shop Technician (AP)

# ATTACHMENT 1 - TRANSFER EXPENSES - IN-SCOPE EMPLOYEES

The intent of the following transfer expense enhancements is to support the career choice of staff while strengthening our capacity to do business. The enhancements are for a trial period effective May 1, 2002 to December 31, **2015**. Either the Company or the Association can cancel this arrangement by serving two (2) weeks' notice to the other. In that event, the Company and the Association would share responsibility to create a mutually acceptable alternative.

# <u>Part 1</u>

When an employee is transferred at the request of the Company or is transferred as a result of being the successful bidder for a posted job, the following shall apply, provided the employee moves within one (1) year from the date of transfer and the position bid to is assessed by the Company to add value to the employee and the Company (e.g. includes lessening of responsibility where there is reasonable potential for that employee's growth in the near future to justify the investment).

- a. <u>Travel and Living Expenses of Employee and Members of Employees Family</u>
  - 1. Any trips that an employee makes to investigate a vacant position will be at the employee's expense and on his own time.
  - 2. One (1) round trip to the new location for the employee (and spouse, if applicable) to locate suitable permanent accommodation, including mileage, meals and three (3) nights' lodgings.
  - 3. Transportation to the new location for the employee and one (1) round trip later, if the employee is married, to transport his family. Transportation expenses will be limited to bus fare or payment for the use of the employee's personal car at the current Company car allowance rate.
  - 4. Lodging and meals, if required, for the employee and his family while enroute to the new location.
  - 5. After reaching the new location, reimbursement will be limited to living expenses, including lodging and meals for the employee and members of his family until relocation or up to a maximum of fourteen (14) days, whichever is the shorter period of time.
  - 6. Telephone, parking and gratuity expenses directly involved with the move.

### b. Moving of Household Furnishings

1. Cost of packing, moving and unpacking normal household possessions being moved from the employee's former principal residence to the employee's new location.

- 2. Cost of insurance for normal household possessions while being moved or held in storage.
- 3. Cost of storage up to sixty (60) days when an employee is required to vacate their old residence before being able to occupy suitable accommodation at the new location.

When the senior supervisor has been advised and agrees that the original accommodation is unsatisfactory for permanent living quarters, allowable expenses will include the cost of a second move up to a maximum of one hundred dollars (\$100.00).

### c. Miscellaneous Transfer Expenses

Payment of up to a maximum of one thousand dollars (\$1000.00) to cover actual miscellaneous expenses resulting from a transfer, but not to include replacement of drapes and/or rugs. Receipts are not required by the Company for miscellaneous expense claims of three hundred dollars (\$300.00) or less. If claims are in excess of three hundred dollars (\$300.00) receipts are required for all expenses claimed.

#### d. Duplicate Housing Expenses

Allowable expenses will consist of the following items, if duplication of costs occurs:

- 1. Interest on mortgage or equivalent financing at former principal residence.
- 2. Real estate taxes at former principal residence.
- 3. Utility accounts at former principal residence.
- 4. House, garage and locker rent.
- 5. Room and board.

These expenses will be allowed from the date the employee begins to incur duplicate expenses and will continue up to a maximum period of three (3) months or until duplicate expenses stop, whichever is the shorter period.

#### e. <u>Expenses Incurred on the Sale and Purchase of a Transferred Employee's Principal</u> Residence

- Actual brokerage fee to a licensed realtor up to a maximum of seven percent (7%) of the first \$100,000 and three percent (3%) on the balance of the selling price of the employee's principal residence, providing the home is sold within three (3) months of the transfer. If the residence is not sold within three (3) months, the brokerage fee to be paid will be based on an appraisal at the time of transfer or the actual sale price, whichever is the lower. The brokerage fee is to be supported by receipts.
- 2. Actual legal expenses, up to a maximum of the tariff schedule of the Law Society of Alberta, providing the fees are supported by receipts.
- 3. Actual lender-assessed interest penalty upon breaking a first mortgage up to a maximum of three (3) months. The penalty fee is to be supported by receipts.

# f. Interim Financing

In cases where an employee must purchase a residence at the new location before having realized equity from the sale of the employee's former principal residence, the Company will pay the interest on interim financing for a period not to exceed ninety (90) days.

The amount of interim financing on which the Company will pay interest will be a maximum of the equity in the former principal residence that is being sold (equity being the guaranteed price less any mortgages and/or loans and less 1.5 % of the guaranteed price to cover closing adjustments)

# g. Exceptions

When extraordinary or unforeseen circumstances arise, exceptions may be allowed to the above policy, but at the sole discretion of the Company.

# <u>Part 2</u>

When an employee is transferred at the request of the Company or is transferred as a result of being the successful bidder for a posted job, the following shall apply provided the employee moves within one (1) year from the date of transfer and the position bid is assessed by the Company not to add value to the employee or the Company (e.g. includes lessening of responsibility where there is no reasonable potential for that employee's growth in the near future to justify the investment)

- a. <u>Travel and Living Expenses of Employees and Members of Employee's Family</u>
  - 1. Any trips that an employee makes to investigate a vacant position will be at the employee's expense and on his own time.
  - 2. Transportation to the new location for the employee and one (1) round trip later, if the employee is married, to transport his family. Transportation expenses will be limited to bus fare or payment for the use of the employee's personal car at the current Company car allowance rate.
  - 3. Lodging and meals, if required, for the employee and his family while enroute to the new location.
  - 4. After reaching the new location, reimbursement will be limited to living expenses, including lodging and meals for the employee and members of his family until relocation or up to a maximum of fourteen (14) days, whichever is the shorter period of time.
  - 5. Telephone, parking and gratuity expenses directly involved with the move.
- b. Moving of Household Furnishings
  - 1. Cost of Packing, moving and unpacking normal household possessions being moved from the employee's former principal residence to his new location.

- 2. Cost of insurance for normal household possessions while being moved or held in storage.
- 3. Cost of storage up to sixty (60) days when an employee is required to vacate his old residence before being able to occupy suitable accommodation at his new location.

When the senior supervisor has been advised and agrees that the original accommodation is unsatisfactory for permanent living quarters, allowable expenses will include the cost of a second move up to a maximum of one hundred dollars (\$100.00).

c. Miscellaneous Transfer Expenses

Payment of up to a maximum of seven hundred dollars (\$700.00) to cover actual miscellaneous expenses resulting from a transfer, but not to include replacement of drapes and/or rugs. Receipts are not required by the Company for miscellaneous expense claims of two hundred dollars (\$200.00) or less. If claims are in excess of two hundred dollars (\$200.00) receipts are required for all expenses claimed.

# d. <u>Duplicate Housing Expenses</u> Allowable expenses will consist of the following items, if duplication of costs occurs:

- 1. Interest on mortgage or equivalent financing at former principal residence.
- 2. Real estate taxes at former principal residence.
- 3. Utility accounts at former principal residence.
- 4. House, garage and locker rent.
- 5. Room and board.

These expenses will be allowed from the date the employee begins to incur duplicate expenses and will continue up to a maximum period of three (3) months or until duplicate expenses stop, whichever is the shorter period.

e. Exceptions

When extraordinary or unforeseen circumstances arise, exceptions may be allowed to the above policy, but at the sole discretion of the Company.

# ATTACHMENT 2 - TRANSFER EXPENSES - MOBILE HOMES

When an employee is transferred at the request of the Company or is transferred as a result of being the successful bidder for a posted job, the moving of a mobile home and eventual reimbursement will be at the most competitive rate based on estimates received from three (3) carriers. All proposed moving arrangements will be approved by the applicable supervisor.

Persons transferred under the provisions of this policy are eligible for reimbursement, as outlined below, provided the employee moves within one (1) year from date of transfer.

- a. The Following Are Considered Allowable Expenses in the Moving of a Mobile Home
  - 1. The towing by one (1) tractor unit of a single width mobile home and by two (2) tractor units for a double width mobile home from the employee's former location to his new location.
  - 2. The unblocking, packing, reblocking, separation, rejoining of the mobile home and the rental of wheels.
  - 3. Dead mileage charges where no local moving firm is available and the moving must be contracted to a firm from another city.
  - 4. Pilot car service as required by law.
  - 5. Insurance for the mobile home and for normal household possessions, while being moved, where sufficient insurance is not provided by the moving firm.
  - 6. Temporary parking, up to a maximum of ninety (90) days, of the mobile home at the new location when an employee is required to vacate his old location and is unable to immediately secure permanent mobile home rental space.
  - 7. Payment of up to a maximum of one thousand dollars (\$1000.00) to cover actual miscellaneous expenses resulting from a transfer, but not to include replacement of drapes and/or rugs. Receipts are not required by the Company for miscellaneous expense claims of three hundred dollars (\$300.00) or less. If claims are in excess of three hundred dollars (\$300.00) receipts are required for all expenses claimed.
  - 8. Auxiliary transportation for such items as: fuel tanks, blocks, skirts, sheds, fences and porches, up to fifty percent (50%) of the hauling cost of a single width mobile home (see item 1 above).
- b. <u>Travel and Living Expenses of Employee and Members of Employee's Family</u>
  - 1. Transportation to the new location for the employee and one (1) round trip later, if the employee is married, to transport their family. Transportation expenses will

be limited to bus fare or payment for use of the employee's personal car at the current Company car allowance rate.

- 2. Lodging and meals, if required, for the employee and their family while enroute to the new location.
- 3. After reaching new location, reimbursement will be limited to living expenses, including lodging and meals for the employee and members of the family until relocation or up to a maximum of fourteen (14) days, whichever is the shorter period of time.
- 4. Telephone, parking and gratuity expenses directly involved with the move.

#### c. Exceptions

When extraordinary or unforeseen circumstances arise, exceptions may be allowed to the above policy but at the sole discretion of the Company.

# ATTACHMENT 3 - REARRANGED HOURS OF WORK - (10 Hour Day, 4 Day Week) TRANSMISSION TECHNOLOGISTS AND TRANSMISSION CREWS

### Employees Covered

Protection and Control Technologist, Substation Technologist, Telecom System Technologist, Telecom System Tower Servicemen, Transmission Crews, and Transmission Maintenance Assistant. Other employees may have similar work arrangements subject to mutual agreement between the Company and employees and other conditions as per Article 11.3

#### **Duration**

During the months of May to October and beyond as mutually agreed between the Company and employees.

#### **Conditions**

- 1. Generally, the principle followed for instituting rearranged hours of work is based on the premise that no additional costs are incurred by the Company, and that the quality of work does not deteriorate.
- 2. Ten (10) hour days from 7:00 a.m. to 6:00 p.m. with one (1) hour off for lunch and the work week shall be any four (4) consecutive days, Monday through Saturday.

In a week there is a Company-recognized holiday, the employees shall work the other four (4) days as four (4), eight (8) hour days, 8:00 a.m. to 5:00 p.m., with one (1) hour off for lunch.

- 1. Any paid days off, as stated in Company policies, will remain at eight (8) hours per day.
- 2. For certain events such as training or conferences, the schedule will revert back to five (5) eight (8) hour days.

#### Article Changes

The following Articles in the Agreement are amended as follows during the period noted above.

### ARTICLE 8 - HOURS OF WORK

### 8.2 Field Staff

Eight (8), ten (10) hour days shall constitute a regular two (2) week work period.

#### a. Non-Shift Employees

Normal field hours for Transmission Technologists, and Transmission Crews shall be from 7:00 a.m. to 6:00 p.m., with one (1) hour off for lunch. The regular workweek shall be any four (4) consecutive days, Monday through Saturday. In the week that there is a Company-recognized holiday; the other

four (4) days shall be worked from 8:00 a.m. to 5:00 p.m. on an eight (8) hour day, with one (1) hour off for lunch. It is agreed that on forty-eight (48) hours' notice, the Company may change the normal hours shown by one (1) hour or less.

### ARTICLE 13 - VACATIONS

For the purposes of this Article, a day equals eight (8) hours. E.g. When an employee takes a scheduled ten (10) hour day off for vacation, it is equal to ten (10) hours vacation or 1.25 vacation days.

# ATTACHMENT 4 - REARRANGED HOURS OF WORK - FIELD STAFF WORKING IN SHOP ENVIRONMENTS

#### Employees covered

Field staff employees working in the: Transformer Shop and Transmission Material Yards

#### Agreement Changes

The following Articles in the Agreement are amended as follows:

#### ARTICLE 8 - HOURS OF WORK

- 8.2 <u>Field Staff</u>
  - a. Non-Shift Employees General
    - 1. Eight (8) hours and thirty (30) minutes shall constitute a regular workday and five (5) days shall constitute a regular workweek. A Monday or Friday off per month shall be designated by the Company for each employee.
    - 2. Normal field staff hours shall be from 7:30 a.m. to 5:00 p.m., Monday through Friday with one (1) hour off for lunch. It is agreed that on forty-eight (48) hours notice the Company may change the normal starting time providing the regular hours occur between 6:00 a.m. and 6:00 p.m. If mutually agreeable between the Company and an employee in a work unit, a one-half (1/2) hour lunch period may be granted.

### ARTICLE 13 - VACATIONS

For the purposes of these Articles, a day equals eight (8) hours.

# ATTACHMENT 5 - EXTENSIVE OVERNIGHT ABSENCES

The intent of this provision is to recognize and provide additional vacation to compensate for the disruption and inconvenience resulting from extensive occurrences of overnight absences from home.

Overnight absences in excess of twenty (20) per calendar year will be credited towards additional vacation days as described below.

# Determining the Amount of Additional Vacation

After reaching twenty (20) nights the employee will be eligible for one additional day vacation for each eight (8) nights absence thereafter. At the end of the calendar year the number of additional vacation days earned will be determined by subtracting twenty (20) from the total overnight absences and dividing by eight (8). Any nights remaining will be carried over to the next year.

For example:

67 absences - 20 = 5 vacation days plus, 7 absences carried over to be 8 credited to next year's total nights absent.

No carryover will occur if the total number of absences is less than twenty (20).

For example:

 $\frac{18-20}{8}$  = 0 vacation days and 0 carried over.

The maximum number of additional days that can be earned is ten (10). No carryover will be credited to the next year's total nights absent if an employee earns the maximum ten (10) days.

### Scheduling Vacations

The additional days earned will be added to the subsequent year's vacation entitlement and will be administered as per the policy for regular vacation, termination payout will also be administered in accordance with the policy for regular vacation.

### Some Absences Will Not Be Credited

Absences due to optional training, seminars and conferences will not be included in the calculation of overnight absences. Optional training is such training that is not required by the individual employee or the Company.

# PART-TIME EMPLOYEES

# COLLECTIVE AGREEMENT

The Collective Agreement applies to part-time employees, with the following amendments:

Article 1 - Spirit of Agreement - amend by adding as following:

The Company and the Association acknowledge the principle of full-time employment while recognizing the value of flexibility through the inclusion of part-time employees in the Collective Agreement.

Article 2 - Recognition

Clause 2.2 - amend by adding as follows:

A permanent part-time employee is a person who is hired to perform work in a classification covered by this Agreement for an aggregate of not more than nine (9) months for each calendar year of employment. This equates to 1,560 hours per year for field classifications and 1,462.5 hours per year for office classifications. Aggregate part-time hours worked will include regular hours worked in an employee's normal position and location. The following hours worked will not be included in the computation of aggregate hours in another position or location; hours to provide coverage for medical purposes; hours on or covering for Association business; hours for training or covering for training purposes.

The Company holds accountability for respecting the part-time hours arrangement. Part-time employees hold accountability for identifying exceptions to aggregate hours. As early as possible, if it appears likely that an assignment may extend beyond an aggregate of nine (9) months in a calendar year, the Company will seek such agreement with the Association. If agreement is not reached, then the Company and the Association share the responsibility to create a mutually acceptable arrangement.

Article 7 - Promotions, Transfers and Job Postings

Clause 7.7 - amend by adding new last paragraph as follows:

A permanent part-time employee's change in status to permanent full-time shall not be considered a promotion under this clause.

Article 8 - Hours of Work - amend in its entirety as follows:

Given the Company need for flexibility in scheduling part-time employees to get the work done, hours of work for individual part-time employees may vary.

The intent of this provision is that prior to January 1 of each calendar year, supervisors and individual part-time employees shall hold a conversation to reach general agreement on the hours to be worked over the coming twelve (12) month period. Such

agreement shall not be construed as a guarantee of any minimum nor as a restriction to any maximum hours to be worked.

Working hours and lunch periods will generally be aligned with those of the full-time employees in the same work unit. It is understood that part-time employees may work less than full shifts or may work on Saturdays.

#### Article 10 - Overtime

The intent of this Article is to designate working hours for which overtime rates are paid. Outside of the normal hours of the work unit,

- a) hours required to be worked shall be paid as overtime and
- b) hours offered on a voluntary basis shall be paid overtime only for those hours which exceed the amount of the applicable daily or weekly standard.

### Article 12 - Call-Outs - amend by adding as follows:

Part-time employees qualify for this Article if called out for work outside of the normal hours of the work unit.

#### Article 14 - Vacation

Clause 14.1 - amend as follows:

Part-time employees will receive vacation pay on each pay cheque. Vacation pay will be based on the employee's years of service and basic rate calculated as follows:

24 to 29 years 30+ years	12% 14%
24 to 20 years	12%
16 to 23 years	10%
7 to 15 years	8%
less than 7 years	6%
Years of Service	% of Basic Rate

### Article 15 - Holidays

Clause 15.1 - amend by adding new last paragraph as follows:

Part-time employees who would normally work the day on which a holiday falls will be paid what they would have been paid had they worked. Holiday pay for employees who work irregular days will be at the discretion of the Supervisor.

Article 17 - Salaries, Rates of Pay and Other Payments

Part-time service for pay purposes will be calculated as follows:

- (Field) 1,040 regular hours worked equals six (6) months of full-time equivalent service.
- (Office) 975 regular hours worked equals six (6) months of full-time equivalent service.

#### FIELD TECHNOLOGISTS – FLOATER POSITIONS

The intent of this Letter of Understanding is to allow the Company to hire junior personnel into the Relay Technologist, Substation Technologist and Telecom Technologist positions, with the intent to develop a sustainable workforce.

In order to develop the competence of staff that will address pending retirements and unplanned vacancies, the Company will, from time to time, post positions, through the Personnel Information Bulletin (PIB) system, as "floaters". The positions will be posted internally and externally.

The bulk of these postings would be in Calgary and St. Albert. This will allow the junior staff to optimize their competence development due to exposure to the maximum amount of equipment and configurations as well as existing staff to serve as mentors. As these staff develop their competence, and vacancies occur in another location, they may be requested to move.

#### Permanent Placement

- 1. When a vacancy becomes available that a floater could be assigned to, the vacancy shall be posted and may be restricted to applicants from within the same job classification (e.g. Relay Tech to Relay Tech). The vacancy created by movement of a non-floater can be filled by the floater without further posting.
- 2. Should a floater be asked to move to another location within the first three (3) years of service and declines, it will be deemed a voluntary resignation and their employment will be terminated.
- 3. Transfer Expenses
  - a. If a floater employee is permanently placed within the first year of employment, Attachment 1, Part 1, a d applies.
  - b. If a floater employee is permanently placed at any time after the first year and prior to three (3) years of service, Attachment 1, Part 1 will be applied in its entirety.
- 4. If a floater is not assigned to another location within three (3) years from the time they are hired, their current location will be their permanent location.

This Letter of Understanding shall come into effect the date of ratification and will continue for a trial period ending December 31, **2015**. At the end of this period, the impact of this Letter of Understanding will be jointly evaluated by the Company and the Association to determine if permanent changes to the Collective Agreement should be adopted.

Dated: April 22, 2004 Re-signed: June 9, 2009 Re-signed: June 2, 2013

#### **GUIDELINES FOR THE USE OF CONTRACTORS**

Contractors may be hired to perform work that otherwise might be considered to fall under the scope of the Association in the following circumstances:

When the work required to be performed is:

- to cover peak workloads when sufficient internal resources are not available; or
- to replace internal resources when they are completing special assignments; or
- of a short term nature.

OR

Where the skills required are:

• considered special and not available internally or not available for individual hire in the employment market, or when not required on a permanent basis.

In all of the circumstances described, the maximum length of time that an individual contractor is allowed under these guidelines is one (1) year, unless otherwise agreed upon between the Association and the Company.

The Employer agrees to every six (6) months, or more frequently where agreed by the parties:

- a) provide the Association with a list that contains all information regarding contracting out of bargaining unit work;
- b) meet with the Association to discuss and identify ways to retain work. The final decision in this regard remains with the Employer.

Dated: April 22, 2004 Re-signed: June 9, 2010 Re-signed: June 2, 2013

# LETTER OF UNDERSTANDING #3

#### JOB SHARING

No Job Share arrangements shall be implemented unless the Company and the Association agree, to the terms and conditions, in writing.

Dated: April 22, 2004 Re-signed: June 9, 2010 Re-signed: June 2, 2013

#### PENSION AND BENEFITS

The Company will provide benefits to non-union and UUWA employees, which include these general areas:

- pension
- extended health care
- dental care
- partial reimbursement for Alberta Health Care
- life insurance
- short term disability
- long term disability employee paid
- employee assistance plan

Part-time employee benefits may vary from those of full-time employees.

The Company will discuss any changes to the pension or benefit plans with the Association prior to implementation and will provide reasonable notice prior to any change being implemented.

The Company will give a minimum of six (6) months notice for any significant changes to benefits and pension, excluding changes which result from events the Company doesn't initiate, such as changes in government or regulatory legislation or policy, changes resulting from changes from benefit or pension providers, or changes resulting directly or indirectly from events outside of the Company's control, including changes in pension plan assets.

The Company will contribute to the pension, for each employee, an amount at least equal to the employee's contribution.

Dated: April 22, 2004 Re-signed: June 9, 2010 Re-signed: June 2, 2013

# LETTER OF UNDERSTANDING #5

# RETIREE RETENTION UNIQUE WORK ARRANGEMENTS

The intent of this letter of understanding is to recognize that it is AltaLink's desire to accommodate individual employee needs with unique work arrangements, specifically those employees who are eligible for retirement. These Retiree Retention Unique Work Arrangements, (RRUWA) may be approved by management provided they meet business needs. In determining if a RRUWA meets business needs, management will

consider the individuals skills, competencies and attitudes as well as the position requirements. These arrangements must be made prior to the employee retiring or leaving a permanent bargaining unit position.

Further to this, the following would apply:

- The UUWA, the employee and the company will work collaboratively on the specific terms of an RRUWA.
- An RRUWA will be entered into by individual employees and Management on a voluntary basis, requiring approval by both the employee and the company.
- Prior to implementing a RRUWA, the agreement will be reviewed with the UUWA.
- It is not the intent to violate any terms of the collective agreement. In any event, an exception to any terms of the collective agreement that is not generally covered by this letter of understanding requires the UUWA approval.
- As the RRUWA is meant to accommodate specific individual needs, it is not subject to job posting provisions.
- RRUWA may include, but is not limited to the following:
  - reduced hours of work (e.g. part-time)
  - flexible work hours or days
  - telecommuting
  - job sharing
  - different roles (e.g. mentoring role)
  - extended leave of absence
  - seasonal or project work
  - casual or irregular hours of work
  - duty modifications to retain or transfer knowledge and skills
- Terms may include trial periods

The parties agree that this letter of understanding does not give employees the right to unique work arrangements either based on employee wishes, having reached retirement eligibility or approval of RRUWA for other employees. Unique work arrangements are special cases mutually agreed to by the employee, the Company and the UUWA.

Dated: June 9, 2010 Re-signed: June 2, 2013

# LETTER OF UNDERSTANDING #6

# TELECOMMUTING

It is agreed that if potential Telecommuting opportunities arise during the life of this Collective Agreement, the following items, as a minimum, shall be discussed with the goal to achieve mutual agreement.

- 1. The provisions of the Collective Agreement remain in effect for the employee.
- 2. Telecommuting will commence and continue based on mutual consent of the company and the employee.
- 3. The employee retains some form of workspace at the Company location and electronic access to co-workers and Association officials.

The parties agree that this letter is not authorization to begin offering Telecommuting work to Association members, but rather it provides a basis for discussion of critical areas that would require agreement after fully considering the needs of the employee, the Company, and the Association.

No Telecommuting situations shall be entered into unless agreed to in writing by the Company and the Association.

Dated: April 22, 2004 Revised and Re-signed: June 9, 2010 Re-signed: June 2, 2013

## LETTER OF UNDERSTANDING #7

#### TRANSITIONS

If the Company wishes to involuntarily transfer a permanent employee to a position in a different town or city which requires the employee to move their principle residence and if the employee declines the transfer in writing and does not accept another position with the Company:

The Company will, on a gratuitous basis, pay the employee the equivalent of two (2) months base salary on or after the employee's last day of employment with the Company.

In the above circumstances, the employee's refusal to accept the transfer will be deemed a resignation from employment with the Company and the employee will forfeit any other rights and entitlements under this Collective Agreement.

Dated: April 22, 2004 Re-signed: June 9, 2010 Re-signed: June 2, 2013

## Oil Processing

This letter of Understanding provides for hours/schedules outside of Article 8 and is specific only to Oil Processing work.

## 1) Hours of Work/Pay & Overtime Rates:

- a. Employees will be paid at their regular pay rate during regular hours of work (currently between the hours of 7:00 am and 5:30 pm), between the hours of 7 am and 5:30 pm.
- **b.** Employees will receive regular pay rate plus a premium of **\$4.80** for all for all hours worked outside the regular hours of work. Overtime of 2X their regular pay rate will apply for all hours worked after 10 hours in a 24-hour period.

## 2) Scheduling:

- a. Notice:
  - There will be a minimum of 2 weeks' notice for commencement of work. Where possible the Company will endeavor to provide greater notice for commencement of work. The 4 weeks' notice requirement in Article 8.5 will not apply.
  - ii. Shift end will be determined when job is completed and employees will return to regular shift pattern (with shift transition) i.e. return to regular shift pattern with regular pay. The four week notice requirement in Article 8.5 will not apply.
- 3) Transition:

An employee is entitled to nine (9) consecutive hours off immediately prior to the commencement of resuming normal duty. An employee shall be paid at the employee's regular rate of pay for any scheduled hours of work which are not worked due to the prescribed nine (9) hour rest period. When an employee is required to work and it is an encroachment on this rest period it shall result in the employee being paid overtime of 2x the regular pay until completion of assigned hours. Employees are not required to come in for a shift of less than three (3) hours. If the remaining shift is less than three (3) hours, the employee will be paid for their entire shift and will not be required to come to work.

#### 4) Employee availability:

The Company will send to all qualified and available employees a request for expression of interest in order to schedule those employees from the closest geographical work area for the work assignment, however:

- i. If more qualified and available employees from the closest geographical work area are interested than the work assignment requires, then the Company will attempt to rotate the work assignment opportunities among the qualified and available employees from the closest geographical work area.
- ii. If no qualified and available employees from the closet geographical work area are interested in the work assignment then the Company will offer the work to qualified and available employees in other geographical locations.

Dated: June 9, 2010 Revised and Re-signed: June 2, 2013

# LETTER OF UNDERSTANDING #9

## Short Term Incentive Pay (STIP)

STIP is a non-guaranteed lump sum payment that will be paid based on results achieved in corporate goals determined by AltaLink Management Ltd. This payout will be extended to UUWA bargaining unit employees effective January 2010 (first payout in February 2011) with the following conditions:

- a. STIP is non-guaranteed. The minimum payout is 0, the target level payout is 7.5% and the maximum payout is 10%, of base pay as per the STIP policy.
- b. STIP are pensionable eligible earnings, but are not included or added to the pay rates for any year.
- c. STIP, at 7.5% target, is part of the total compensation market comparison which is the prime salary rate comparison to market.
- d. STIP will be provided for the term of the Collective Agreement, **2013**, **2014** and **2015** (paid out in **2014**, **2015**, and **2016** respectively).
- e. STIP Corporate goals and goal minimum, target and maximum levels are the same for non-union and UUWA employees, with the exception that UUWA employees will not have an individual goal. The weighting for the individual goal will be distributed amongst the corporate goals at management's discretion.
- f. STIP is intended to be an ongoing part of the UUWA total compensation beyond this Collective Agreement, but the parties acknowledge that its continued existence is **not** guaranteed. (**i.e.** if it is not included in AltaLink's approved revenue requirement).

- g. It is the accountability and sole discretion of AltaLink Management and the Board of Directors to determine STIP design, corporate goals, weightings, set measures and final results, but it may not be contrary to any terms in items a e above.
- h. STIP is subject to the conditions in the Short Term Incentive Pay policy and is subject to change. The STIP policy may be modified at management's discretion but it may not be contrary to any terms in items a e above.

Dated: June 9, 2010 Re-signed: June 2, 2013

Letter of Understanding # 10

#### Network Operators 24 x 7 Shift Operators

The following provisions apply when the Operators are working shift work. If employees are reassigned, temporarily or permanently to a regular weekday day shift, these provisions will not apply.

1. <u>Statutory Holidays</u>

Pay for holidays for Twelve-Hour Continuous Rotating Schedule Employees will be as follows:

- a. Employees who work a twelve (12) hour shift on a holiday will receive twelve (12) hours pay at the double time rate in addition to regular pay.
- b. Employees on a scheduled day off shall receive an additional twelve (12) hours pay at single time rate.
- c. Employees scheduled to work a Balancing week shift will receive the holiday off, or the lieu day off if the holiday falls on a Saturday or Sunday. When one of these general holidays is observed on an employee's scheduled day off and such day is not worked by the employee, and if another mutually agreed to day off in lieu is not able to be designated within 30 days of the stat holiday, then the employee will receive pay for the stat. Since the employee is already receiving their normal monthly salary, they would receive an additional straight time days' pay.

Holidays commence at the starting time of the previous day's night shift.

In the event a holiday falls on a Saturday or Sunday and the company has declared another day off in lieu for employees on regular shift, Employees shall be paid at the double time rate for the actual holiday rather than the day declared in lieu thereof.

## 2. Additional Vacation

In addition to Vacation entitlement as per article 14, Employees while working a 24hour continuous rotating shift schedule shall receive eight (8) hours additional vacation within the first year, 16 hours after the completion of 1 year of continuous shift service, 24 hours after the completion of 2 years continuous shift service, 32 hours after the completion of 3 years continuous shift service, and 40 hours after the completion of 4 years continuous shift service. Vacation pay earned under this clause will be paid out on termination.

### 3. Shift Overlap

In recognition of time spent on shift overlap, Operators will be credited with an additional 16 hours per year in their Hour Bank.

## 4. Shift Change

Shift change notice penalties do not apply when an employee returns to his original shift or when an employee initiates a shift change due to a promotion, transfer, or Job Posting.

A shift is defined as the hours of work in a day (e.g., day or night shift).

A schedule is defined as the days of work in a specified period (e.g., Monday to Friday and days of rest; Tuesday to Saturday and days of rest).

Management has the right to determine the appropriate continuous shift rotation including twelve (12) or eight (8) hour shifts. The appropriate thirty-five (35) day schedule notice shall be maintained.

Management has the right to adjust schedules within a shift rotation in order to ensure the optimum complement on each shift. The appropriate thirty-five (35) day schedule notice shall be maintained.

# 5. <u>Twelve (12) Hour Shift – Five (5) Week Rotation</u>

a. A normal shift shall be twelve (12) hours and an average of forty (40) hours shall constitute a week's work. The starting time of the day shift shall be arranged between 06:00 and 08:00, night shift from 18:00 and 20:00. The Monday night shift will be considered the start of the schedule/shift rotation.

Employees working the five (5) week rotation will work one (1) week of a Balancing week shift. The intent of this period is to balance the employees additional hours worked through schedule/shift rotation to zero (0) or as stated in c. below.

b. The Company agrees to give the Association and employees at the AltaLink Control Center notice of intent to change the schedule. If ten (10) calendar days' notice is not given, the first two (2) shifts of the new schedule shall be paid additional straight time pay to a maximum of eight (8) hours per shift. If thirty five (35) calendar days' notice is not given, and the new schedule affects previously scheduled days off, the first five (5) such previously scheduled days off that are

worked, in the thirty five (35) calendar day period following the posting of the new schedule, shall be paid at regular time plus eight (8) hours additional straight time pay to a maximum of forty (40) hours.

c. Employee's hours will balance within minus four (4) to plus eight (8) hours by the end of the five (5) week rotation.

#### Additional Hours

The intent of this clause is to recognize that there may be occasions where additional hours may be added to the schedule with a minimum of thirty-five (35) days' notice. The intention is that early communication occurs between the Manager and the employee to mutually seek a solution to balance the interests of the employee and the Company. Additional hours shall be scheduled for eight (8), ten (10), or twelve (12) hours unless mutually agreed otherwise between the employee and the Manager. In the event that these additional hours exceed eight (8) hours beyond the normal hours worked in a Five (5) Week Rotation, these excess hours shall not attract overtime, subject to 1) and 2) below:

- 1) firstly, an alternate equivalent amount of time shall be scheduled by mutual agreement with the thirty-five (35) calendar days preceding the additional hours to be worked, and the end of the Five (5) Week Rotation;
- 2) or secondly, by mutual agreement, an alternate equivalent amount of time will be added to the employees Hour Bank;

If additional hours, by mutual agreement, are not scheduled as time off or added to the employees Hour Bank, then the additional hours shall be treated as overtime and paid accordingly.

#### Hours Bank Time:

- a. The time, or portion thereof, in the HOUR BANK shall be scheduled as time off when mutually agreed. The intent of this arrangement is that hours banked in one calendar year shall be zeroed out by April 30 of the following calendar year.
- b. If management determines that taking the Hours Bank time off may not be accommodated by April 30 of the following year, then the additional hours (or portion thereof) shall be treated as overtime and paid accordingly.
- c. It is company policy that employees are required to use banked time before using vacation time.

#### <u>12 hour shift pay for Daylight Savings Time change</u>

Employees working the 11 hour shift during the spring time change will receive their normal 12 hours shift pay. Employees working the 13 hour shift during the fall time change will receive their normal 12 hour shift pay plus 1 hour overtime. This 1 hour overtime is eligible for shift differential.

## 6. Shift Differential

Employees scheduled to work twelve (12) hour continuous shifts will be paid the following shift differential for all hours worked between 3:00 p.m. and 7:00 a.m.

• effective January 1, 2013, two dollars and forty cents (\$2.40) per hour

## 7. Hours of Work, Overtime Pay & Overtime Meals

The standard work week is based on a 40 hour work week. However, the hours worked in a given week will vary below or above 40 hours, they will average 40 hours over the 5 week rotation.

# a. <u>Overtime</u>

Overtime is paid based on time worked above 12 hours in a day or above 40 hours per week over the 5 week period. For example an employee may work 4-12 hours days or 48 hours in one week, but less than 40 hours in other weeks to average 40 hours over the continuous shift rotation. In this example they would be paid regular pay, not overtime pay, because it was not above 40 hours per week over the 5 week rotation.

#### b. Overtime Meals

For twelve (12) hour shift employees the Company shall ensure that the employee receives a meal and beverage in the first half of the fifteenth (15th) hour, and four (4) hours thereafter provided overtime is to continue. Time spent eating such meals shall be considered as time worked.

#### 8. <u>Screens for System Control Centre and Shift Work</u>

As part of the hiring process to determine if an individual is qualified, the company may require the candidate, (internal or external candidate), to complete a questionnaire designed to assess the persons suitability and qualification to be successful in a shift work position.

An employee and/or candidate must provide the necessary information and approve to have a background/criminal check completed at time of hire and any other time as requested by AltaLink. It will be at AltaLink's discretion to hire the candidate/employee and/or continue their employment in the System Control Center if the candidate/employee is considered unsuitable based on the background/criminal check information.

All other terms and conditions of the Collective Agreement will apply except where terms and or conditions have been specifically altered, amended or added for this Letter of Understanding.

Dated: January 6, 2011 Re-signed: June 2, 2013

#### **Retention Bonus for Term Employees**

Effective January 1, 2013, Term employees will be eligible for a 5% Retention Bonus as described below. This is intended to recognize the contribution of Term employees who complete their full term.

- a. Term employees will be paid out 5% of their earned base pay over the duration of their Term contract.
- b. If the Company extends the length of the term, as per Article 2.3, then the employee will be paid out based on 5% of their earned base pay over the duration of their original term and then become eligible for a new Term bonus based on 5% of their earned base pay for the duration of their new term.
- c. If the Company reduces the length of the term, as per Article 2.3, then the employee will be paid out based on 5% of their earned base pay over the duration of their new term.
- d. If a Term employee becomes a permanent employee, they will be paid the Retention Bonus for the period worked in the term position and be eligible for STIP from the date of the permanent position.
- e. Eligible earnings include Base Pay earnings from January 1, 2013.
- f. Retention bonus for Term employees is intended to be part of UUWA total compensation beyond this Collective Agreement, but the parties acknowledge that its continued existence is not guaranteed.
- g. Term employees who are no longer employed at the Company at the time this Agreement is ratified are not eligible.
- h. Term Retention Bonus is pensionable earnings, but is not included or added to the pay rates for any year.

Dated: June 2, 2013

#### Term Extensions

In order to address the peak work level created by the current permitting and build cycle, the Company has identified a need to retain a limited number of Term positions beyond the three (3) year maximum. In accordance with Clause 2.3 b. of the Collective Agreement, some Term positions will be extended under the following conditions:

- 1. The Letter of Understanding regarding "Term Employee Retention Bonus" is included in the Collective Agreement;
- 2. The Company may offer position extensions to Term employees who occupied their Term position as of December 31, 2012;
- 3. The maximum length of the extension shall be to December 31, 2015;
- 4. The extension of Term positions shall not be used to delay hiring of permanent positions where such a need exists.

This Letter shall expire December 31, 2015 and shall not be subject to any bridging provisions of the Collective Agreement or the Labour Code.

Dated: June 2, 2013

All of which is agreed to by the parties on June 2, 2013.

ON BEHALF OF ALTALINK MANAGEMENT LTD.:

The Management Negotiating Committee

# Don Richards Rodger Pierce Scott Schreiner

Signed on behalf of AltaLink Management Ltd.

Don Richards, Director, Human Resources

# ON BEHALF OF THE UNITED UTILITY WORKERS' ASSOCIATION OF CANADA:

The Association Negotiating Committee

# Grace Thostenson Patrick Duggan Kansie Merrill Craig Coolahan

Signed on behalf of United Utility Workers' Association

Grace Thostenson, Business Manager

# **United Utility Workers' Association**

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#### Local 500 Representatives

Patrick Duggan - President Lisa Stockley – Director

> Unit Coordinators Cody Calvert Scott Deering Joe Franzoi Kevin Gunderson Samantha Kluthe Ryan Lilburn Kansie Merrill Sath Mudalair Dave Whalen