

Agreement

between

ATCO
CU Inc.

and



**CANADIAN
ENERGY WORKERS
ASSOCIATION**

January 1, 2024 to December 31, 2026

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AGREEMENT

THIS AGREEMENT made as of the thirteenth day of August A.D. 2024 and consolidated herein between:

CU Inc., a body corporate with head office at the City of Calgary, in the Province of Alberta (hereinafter called "the Company"),

OF THE FIRST PART,

AND

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

OF THE SECOND PART.

Whereas the Company is an organization engaged in the business of providing efficient and cost effective common services to ATCO.

AND

Whereas by Certificate No. 95-2019, dated the 27th day of September, 2019 and issued by the Labour Relations Board for the said Province (hereinafter called "the Board") and made pursuant to the provisions of the Alberta *Labour Relations Code*, the Association has been certified as bargaining agent for a unit of employees of the Company comprising: "all employees except department heads, those in professions and those employed in confidential capacities". The above certification No. 95-2019 is hereinafter referred to as "the Certificate".

SPIRIT OF AGREEMENT

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

AND

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

AND

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

AND

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 relations must be mutually advantageous, fair and just, not more favorable to one than to the other and of the same spirit of co-operation and friendliness in which this Agreement is reached.

AND

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

ARTICLE 1.00 TERM OF AGREEMENT

- 1.01 The term of this agreement is from January 1, 2024 to December 31, 2026 and from year to year thereafter, unless notice of intention to negotiate a replacement agreement is given, as required in Clause 1.02. All articles in this agreement are effective, unless specified otherwise.
- 1.02 If either the Company or the Association wishes to negotiate a new collective agreement to replace this agreement, it must give the other party written notice between June 1 and no later than September 1 in the final year of the agreement.
- 1.03 If either party gives notice of their intention under Clause 1.02 to negotiate a new collective agreement to replace this agreement, the parties shall meet and exchange proposals in accordance with Part 2, Division 10 of the *Labour Relations Code*.
- 1.04 The terms of this collective agreement will remain in effect and continue to bind the parties while negotiations are in process towards a new agreement and until a new collective agreement is established.
- 1.05 Either or both parties may request the services of a mediator under the *Labour Relations Code* prior to forwarding unresolved issues to the arbitration board.
- 1.06 If negotiations reach an impasse, the parties shall establish a new collective agreement to replace this agreement through Contract Arbitration (voluntary interest arbitration) in accordance with Article 35.00 of this agreement and Part 2, Division 15 of the *Labour Relations Code*. For the purpose of section 93 of the *Labour Relations Code*, this clause constitutes written agreement to refer matters in dispute to a voluntary interest arbitration board.
- 1.07 Prior to the convening of an arbitration board under Article 35.00, employees will have the opportunity to ratify those terms of the collective agreement that have been agreed to by the parties.

ARTICLE 2.00 DEFINITIONS AND INTERPRETATION

- 2.01 For the purposes of this collective agreement,

"Association" means the Canadian Energy Workers Association.

"Company" means CU Inc.

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

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

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

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

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

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

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

2.02 Headings used throughout this collective agreement are inserted for reference purposes only and are not to be relied on in interpreting the collective agreement.

ARTICLE 3.00 EMPLOYEE TYPES

3.01 "Casual Employee" means:

- (a) an employee who is hired to exclusively perform janitorial work or
- (b) an employee who
 - (i) works irregularly, on a call-in basis, for short-term emergency coverage or to provide vacation and/or sick day coverage
 - (ii) works for no more than 20 Days in any three-month period and no more than 60 Days in any 12-month period
 - (iii) has the right to refuse work.

This collective agreement does not apply to Casual Employees.

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

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

3.04 "Permanent Part-time Employee" means an employee who has been appointed to a permanent Job, has completed a probationary period required by Article 11.00 and who works a regular schedule of reduced hours each Day or week, totaling 15 hours or more per week. The regularly scheduled hours of a Permanent Part-time Employee will not be more than 80 percent of the normal hours (on an annual basis) for the Job in which they are placed. Any overtime hours worked do not count toward the 80 percent calculation.

A Permanent Part-time Employee may be required to work more than their regularly scheduled (pre-set) hours of work. When they do, they will be paid at their regular hourly rate of pay for time worked up to the normal hours for their Job Class.

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

3.06 "Temporary Employee" means an employee who is employed, on a full-time or part-time basis, for work that is not of a permanent or continuing nature and whose employment will be terminated when the work is complete. The Temporary Employee will be hired for a period of less than eight months. When a Temporary Employee is hired into a permanent Job after January 1, 2017, the Company will recognize the original hire date if not more than three months has elapsed between periods of employment with the Company.

3.07 "Term Employee" means an employee who is hired for a specific term of employment, either full-time or part-time, into a Job that is based on completion of a specific Job or project, the occurrence of a specified event or a specific period of time. The Term Employee is subject to a probationary period, in accordance with the collective agreement.

- a) A Term Employee will be hired for a period of eight to 24 months. If the Job is required beyond 24 months, the Company and the Association will discuss a waiver in accordance with Article 39.00.
- b) A Term Employee will be paid a wage consistent with the Job Class into which they are hired.
- c) A Term Employee will be eligible for all of the negotiated provisions of the collective agreement afforded to a Permanent Employee, excluding Article 12.00 Temporary Assignment to a Higher Classification, Article 33.00 Layoff, Article 34.00 Reduction of Staff and the Letter of Agreement Re: Severance Provisions.
- d) The Company will provide notice to the Association of the name of the employee hired as a Term Employee as well as the Job Class, wage and duration of the term.
- e) The Company will provide notice to the Association if the term ends prior to the expiry of the Term Employee's contract. In this instance, the Company will provide the Term Employee notice of its intention to terminate employment, as required by the Alberta *Employment Standards Code*; notice will be no less than two weeks.
- f) If a Term Employee is hired into a permanent Job, their continuous service date will be the date they were hired as a Term Employee.

3.08 "Co-op Student" means an employee who will:

- a) Be hired as either a Temporary employee or Term Employee, based on the length of their work term.
- b) Receive the entitlements associated with either a Temporary Employee or Term Employee as defined in Article 3.00 – Employee Types.
- c) Be paid the rates outlined in Schedule 62 of the Office Section.

3.09 The Company will not use a Permanent Part-time, Temporary or Term Employee to displace any Permanent Employee or Job or to reduce the regular hours of work

of any Permanent Employee or Job. This clause will not apply to cases where Article 4.00 (Job-sharing).

ARTICLE 4.00 JOB-SHARING

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

ARTICLE 5.00 MEDICAL AND DENTAL APPOINTMENTS

- 5.01 Employees shall make every effort to schedule medical and dental appointments outside of working hours. Where this is not reasonably possible, appointments should be scheduled to minimize absences from work. Employees shall notify their supervisor of such appointments as far in advance as possible. Such absences shall be paid.

ARTICLE 6.00 NOTICES

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

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

9908 106 Street
Edmonton, AB
T5K 1C4

(b) Notices to the Company will be sent to the attention of the Director, Human Resources (or designate) at their office, located at:

5302 Forand St. SW
Calgary, AB
T3E 8B4

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

6.02 Notice is deemed to be given:

- (a) on the Day after the notice is delivered by e-mail if the e-mail was delivered before or during the recipient's normal business hours
- (b) two Days after the notice is delivered by e-mail if the e-mail was sent after the recipient's normal business hours
- (c) on the Day after the notice is delivered by hand
- (d) five Days after the notice is mailed.

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

The Day notice is deemed to be given is the first day for the purposes of timelines within this collective agreement.

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

ARTICLE 7.00 RECOGNITION AND APPLICATION

7.01 The Company recognizes the Association as the exclusive bargaining agent for the members of the bargaining unit and recognizes the right of any bargaining unit member to be represented by an Association officer.

7.02 This collective agreement applies to all Company employees who are members of the bargaining unit, as established by the Certificate.

7.03 This collective agreement does not apply to Casual Employees.

ARTICLE 8.00 VIOLENCE, HARASSMENT AND DISCRIMINATION

8.01 The Association and the Company are committed to working together to provide a work environment that is free from violence, bullying, harassment and discrimination as set out in the *Occupational Health and Safety Act, Regulation and Code*.

8.02 The Association and the Company will not discriminate against an individual on any basis prohibited by applicable labour and human rights legislation, including the *Alberta Human Rights Act*.

8.03 The Company will not discriminate against an employee because of their connection with the Association or activities related to the Association that are permitted by the Company, sanctioned by the collective agreement or in accordance with rights and privileges defined in the *Labour Relations Code* or the *Employment Standards Code*.

8.04 The Association will not discriminate against an employee because of non-membership in the Association or in accordance with rights and privileges defined in the *Labour Relations Code* or the *Employment Standards Code*.

ARTICLE 9.00 RIGHTS OF MANAGEMENT

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

9.02 The Company has exclusive rights over all matters not addressed by this collective agreement and, in general, retains the residual rights of management.

9.03 Only specific provisions of this collective agreement can serve to abridge any of the Company's rights.

9.04 Without restricting the generality of this article, the Company may hire, classify or promote any employee. The Company may also, for just cause, discipline, demote for disciplinary reasons, suspend or discharge any employee.

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

ARTICLE 10.00 CONTINUITY OF SERVICE

10.01 The Association will not directly or indirectly sanction, authorize or allow any stoppage of work or any action that restricts or limits service or production.

10.02 An employee will not become involved in any of the actions prohibited under Clause 10.01.

10.03 The Company will not cause any lockout of employees.

ARTICLE 11.00 PROBATIONARY PERIOD

11.01 A person hired for a Permanent, Permanent Part-time or Term Job will formally be appointed to that Job only after completing a probationary period.

11.02 The probationary period, which will not be more than six months in length, is designed to allow the Company to assess an employee.

11.03 During the probationary period, the Company may terminate an employee after fair and appropriate consideration.

11.04 The employee's performance will be reviewed and discussed between the supervisor and the employee periodically during the probationary period. The final performance review will take place during the last 30 Days of the probationary period.

11.05 When a person hired for a permanent Job successfully completes the probationary period, the employee shall be formally appointed to the Job. The appointment shall be confirmed, in writing, to the employee within 30 Days of the end of the probationary period.

11.06 When a person is hired for a permanent Job, the probationary period will be reduced as follows:

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

ARTICLE 12.00 TEMPORARY ASSIGNMENT TO HIGHER CLASSIFICATION

12.01

- (a) A temporary assignment is defined as a temporary change in primary duties and/or Home Base. Supervisors may temporarily assign a Permanent or Probationary Employee to a Job that has a higher maximum rate of pay than the employee's current Job to meet operational requirements or accommodate the employee's personal need.
- (b) A temporary assignment will be no less than one (1) Day and no greater than twelve (12) months except coverage for maternity, parental and/or sick leave, which may be up to eighteen (18) months.
- (c) The Company will discuss the assignment with the employee. After the discussion, the Company will provide a copy of the proposed assignment terms to the employee and the Association.

All assignments greater than one month will be documented with the following:

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

- (d) The Association will have the opportunity to discuss the temporary assignment with the employee and, as appropriate, provide recommendations to the employee and/or Company. A final copy of the assignment will be placed in the employee's personnel file, with a copy sent to the employee and the Association.
- (e) Upon the employee's request, during or at the conclusion of the temporary assignment, the employee's performance will be reviewed with them and documented.
- (f) The Company will maintain a record of all temporary assignments that are over (1) month in duration and, at the request of the Association, will provide a current list of temporary assignments.

12.02

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

12.03

- (a) An employee who is temporarily assigned to a Job that is outside the scope of this collective agreement will be paid, from the first Day, at a rate of five percent higher than the employee's normal pay.
- (b) Prior to the temporary assignment taking effect, the employee and supervisor will sign a written agreement that outlines any additional increment (not to exceed five percent) that may be payable during the temporary assignment and the time and conditions under which such payment shall be made.
- (c) While acting in a Job to which this clause applies, the employee's salary in the acting Job will be used as the basis for overtime and any other payment that relates to the employee's hourly rate of pay.
- (d) Employees temporarily assigned to a Job outside the scope of this collective agreement will no longer perform in scope work associated with their previous Job for the duration of the temporary assignment.

12.04 An employee on temporary assignment will be paid at the Job rate of the higher classification for any annual vacation and sick Days if:

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

For the purpose of this clause, sick Days do not include short-term or long-term disability.

12.05

- (a) An employee who remains in a temporary assignment for more than one year will receive the increments that would be awarded to an employee in the Job to which the temporary assignment has been made, so long as the employee remains in that Job. This is not to be deemed as a change in the employee's permanent Job Class.
- (b) If a Permanent Employee moves to a permanent Job with a higher maximum rate of pay than their current Job, the employee shall be placed within the new salary range at a rate that reflects their cumulative temporary assignment experience within that Job Class.

12.06 An employee serving in a temporary assignment is entitled to receive the increments they would have received in their regular Job.

12.07 For salary administration purposes, an employee who remains in a temporary assignment to a higher classification for more than one month will have their temporary assigned pay added to their base salary on the payroll system. This is not deemed to be a permanent change in the employee's salary.

- (a) The change in salary for an employee who accepts a temporary assignment that is known, in advance, to exceed one month in duration will be effective the first day of the assignment.
- (b) The change in salary for an employee who remains in consecutive temporary assignments that, in total, exceed one month in duration will be retroactive to the first Day of the first assignment.

12.08 When an employee is designated by the Company to be a Subject Matter Expert (SME) for the purposes of specific focused training (including preparation, classroom and field time), they shall be paid, from the first Day, an amount equal to their normal pay plus one increment in their present classification.

ARTICLE 13.00 JOB CLASSES, DESCRIPTIONS, EVALUATIONS AND ASSESSMENTS

Interpretation

13.01 For the purposes of this article,

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

Evaluation Plans

13.02 The Association acknowledges that the Company has adopted the Aiken Evaluation Plan.

New Classifications

13.03 The Company may establish and implement a new Job or Job Class and set the wage rate for it. The Company will notify the Association of the new Job or Job Class and wage rate within 14 Days of establishing it. During these 14 Days the Company and the Association will have discussions around the new Job or Job Class. In accordance with Clause 14.02, the Company will post the newly created Job.

- (a) If the new Job or Job Class is being contested by the Association, the posting for the new Job or Job Class will contain the following:

This new Job or Job Class is currently going through the Appeal Procedure as per Article 13.00 of the collective agreement.

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

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

Assessments

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

- (a) An employee may request that their Job be assessed by sending a written request and a position fact sheet to the Company and to the Association, in which case, the Company will begin the Assessment within 30 Days of receiving the request.
- (b) The Association may request that a Job or Job Class be assessed by sending a written request and a position fact sheet to the Company, in which case, the Company will begin the Assessment within 30 Days of receiving the request.
- (c) The Company may, on its own initiative, assess a Job or Job Class, in which case, it shall notify the Association, in writing, within five Days of beginning the Assessment.

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

13.07 The Company will give notice of the results of the Assessment, and the reasons for the decision, to the Association, the employee who initiated the Assessment and the employee's supervisor, within five Days of completion of the Assessment.

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

Appeal Procedure

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

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

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

13.12 Within 14 Days of receiving the Association's notice, the Company will notify the Association of the Company's representative to the resolution committee.

13.13 The representatives so appointed shall, within 10 Days, agree upon a chair, who shall be qualified in wage determination and administration. The committee shall notify the parties of the name of the chair.

13.14 Each member of the resolution committee shall have one vote.

13.15 Within 30 Days of the appointment of the chair, the resolution committee shall consider all relevant matters and issue a written report deciding the issues before it.

13.16 The decision of a majority of the committee is the decision of the committee. It is final and binding upon the parties.

13.17 Each party will bear the expenses of its respective representative on the resolution committee. The expenses of the chair shall be shared equally by the parties.

Retroactivity

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

Changes in Job Class

13.19 The Company will give the Association written notice of changes of an employee's Job or Job Class.

Job Descriptions

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

13.21 When a Job description is changed, the Company will, within 14 Days of the change, give a copy of the revised Job description to the Association and the affected employee.

13.22 During the annual performance review, the Job description will be reviewed by the supervisor and employee meeting together.

ARTICLE 14.00 JOB POSTING AND JOB PROGRESSION

14.01 The Company is committed to the development of employees from within the bargaining unit. This commitment is discussed in more detail under the Letter of Agreement – Reciprocity in this collective agreement.

14.02 The Company will issue a Job Posting within 90 Days whenever there is a vacancy in a permanent Job or a new permanent Job is created that is within the scope of this collective agreement, subject to Clause 14.03.

14.03 The Company is not required to issue a Job Posting:

- (a) for Job progressions as Job progression does not constitute a new or vacant Job
- (b) before hiring a Part-time Employee or a Temporary Employee
- (c) if a Job has been assessed or evaluated to a Job Class with a higher maximum wage rate and the person who held the Job before the assessment or evaluation remains in the Job
- (d) when the Company decides that a vacant permanent Job will not be filled
- (e) under circumstances outlined in Clause 14.08.

14.04 Upon request, local management and an Association representative will discuss vacancies in the area and discuss how workload will be managed.

14.05 The Company will provide the Association with a recruitment report on a monthly basis that will include information on Job posting applicants, vacant permanent Jobs that will not be filled, and Jobs posted that will not be filled.

14.06 Job Postings will be posted electronically and placed on bulletin boards throughout the Company and remain there for 14 Days. A copy of the Job Postings will be sent to the Association.

14.07 A Job Posting will contain information as to the minimum education and experience required for the Job. If the Job is one for which there is a normal progression track,

the Job Posting will also list the qualifications required for progression. The Job Posting will provide the name of a person who, on request, will give particulars related to the Job to any bargaining unit member.

14.08

- (a) When
 - (i) an employee is selected for a Job for which a Job Posting was issued and
 - (ii) that employee's successor is selected as a result of a Job Posting, the Company may fill the successor's Job without a Job Posting. If an employee is appointed to that unposted Job, the Company may appoint their successor without a Job Posting. If a further vacancy occurs as a result of this second appointment, it will be posted.
- (b) The Company will issue a bulletin board notice advising of a Job vacancy under this clause, even when it is not required to post the vacancy.

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

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

- (a) "First consideration" means preference; an employee with the required qualifications, experience, skill and ability goes to the top of the list and is to be awarded the Job in question, even if an external applicant is demonstrably superior.
- (b) This definition of "first consideration" will be used in conjunction with, but is not intended to supersede, the criteria outlined in the preamble in Clause 14.10 when selecting a person to fill a vacancy.

14.11 If two or more candidates equally meet the criteria,

- (a) a Permanent Employee from within the bargaining unit will be selected over a Temporary Employee and
- (b) in deciding among Permanent Employees, the candidate with the greatest length of service with the Company will be selected.

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

14.13 When the Company fills a posted Job, it will send written notice to all applicants within six Working Days.

14.14

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

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

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

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

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

ARTICLE 15.00 HOURS OF WORK

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

ARTICLE 16.00 OVERTIME

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

16.02

- (a) The parties agree that there may be work-related activities that take place outside normal hours of work. An employee who is instructed or directed to participate in a mandatory activity outside their normal hours of work will be paid at the overtime rate for any time that exceeds their normal hours of work.
- (b) The parties agree there may be situations where work or activities have mutual benefits to the Company and an employee. In such cases, the Company may invite an employee to undertake such work or activities. An employee may accept or decline the invitation. Where an employee accepts the invitation, the Company will pay the employee at their normal rate of pay for any time that exceeds their normal hours of work. This sub-clause does not apply to situations in which the Company requires the work to be done and should, therefore, pay the overtime rate, as set out in 16.02 (a).
- (c) The parties agree that volunteering and community spirit benefit the Company, employee and community. The Company may invite volunteers or the employee may request to volunteer. An employee who volunteers to participate in a discretionary activity will not receive compensation for time that exceeds their normal hours of work. The Company will establish if an activity is discretionary when it invites volunteers or accepts the employee's request to volunteer.

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

- (a) If, due to Company requirements, the employee is not able to travel during normal working hours, the employee will be paid at the overtime rate.
- (b) By joint agreement with the supervisor, alternate arrangements may be made in the interest of the employee's work-life balance, in accordance with the following:
 - (i) Travel may be allowed outside the Working Day and paid at straight time if, for example, the employee preferred to travel on Sunday to participate in training held on Monday.
 - (ii) Time may be provided in lieu for the employee to travel on their "own time"; for example, four hours off on Friday when travel would have occurred and the travel occurs on Sunday, without pay, prior to Monday training.

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

ARTICLE 17.00 BANKED TIME

17.01 An employee who works overtime under Article 16.00 may choose to bank that time for future use.

- (a) An employee may bank some or all overtime worked.

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

(c) One hour of overtime worked equals two hours of banked time.

17.02

(a) An employee can bank 48 hours (the equivalent of 24 overtime hours worked) at any given time per calendar year. The bank can be refilled provided it does not exceed 48 hours at any time and subject to (b) below.

(b) An employee can only bank a total of 96 hours during the calendar year.

17.03 Approval to take time under this Article will not be unreasonably withheld. Approval is at the discretion of the supervisor based on the status of the employee's vacation balances, vacation plans, workforce availability and work activity requirements for the remainder of the year.

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

(b) The employee will, wherever possible, provide at least five Days advance notice for the withdrawal of banked time, recognizing that the greater the notice, the greater the possibility to accommodate the employee's request and ensuring the operational needs of the Company are met.

(c) The supervisor will make reasonable effort to grant approval to use banked time in situations where no notice has been given, provided the business needs of the Company can be met.

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

17.04 An employee may take all of their banked time in one allotment or may take banked time in increments as small as a one-hour period. Banked time can be combined with other time off entitlements, such as vacation and personal days.

17.05 An Employee may request to have banked time paid out.

(a) Banked time may be paid out any time during the calendar year, upon the request of the employee.

(b) Banked time will be paid at the employee's hourly rate of pay at the time the banked time is paid out.

17.06 Any banked time not withdrawn or paid out by the end of the calendar year will be paid out in dollars at the employee's hourly rate of pay as of December 31.

ARTICLE 18.00 HOLIDAYS

18.01 Subject to Clause 18.02, an employee will receive a Day off with pay for each of the following holidays:

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

18.02 An employee will be paid for a holiday if they work their scheduled shift immediately before and immediately after the holiday, unless absent due to sickness or accident or by authority of the Company.

18.03 Wherever possible an employee will not be scheduled to work on a holiday. An employee scheduled to work on a holiday will be paid:

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

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

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

ARTICLE 19.00 ANNUAL VACATION

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

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

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

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

- (d) Following the year of hire, a Permanent Employee is entitled to take their full vacation entitlement, as provided for in the Vacation Entitlement Table, on January 1 of each year.
- (e) Increased vacation entitlement is effective January 1 of the year in which an employee qualifies for the increased vacation entitlement.

VACATION ENTITLEMENT TABLE

| Completed Years of Service in the Calendar Year | Annual Vacation Entitlement | Annual Vacation Entitlement (based on 7.5 hours/Working Day) | | Annual Vacation Entitlement (based on 8 hours/Working Day) | |
|--|------------------------------------|---|-------------------------------|---|-------------------------------|
| | | Annual Accrual | Accrual Per Pay Period | Annual Accrual | Accrual Per Pay Period |
| 0-6 | 3 weeks/ 15 Days | 112.5 hours | 4.327 hours | 120 hours | 4.615 hours |
| 7-15 | 4 weeks/ 20 Days | 150 hours | 5.769 hours | 160 hours | 6.154 hours |
| 16-23 | 5 weeks/ 25 Days | 187.5 hours | 7.212 hours | 200 hours | 7.692 hours |
| 24 years + | 6 weeks/ 30 Days | 225 hours | 8.654 hours | 240 hours | 9.231 hours |

VACATION ENTITLEMENT REFERENCE TABLE

| Year Hired | 4 Weeks as of January 1, | 5 Weeks as of January 1, | 6 Weeks as of January 1, |
|-------------------|---------------------------------|---------------------------------|---------------------------------|
| 2000 | n/a | 2016 | 2024 |
| 2001 | n/a | 2017 | 2025 |
| 2002 | n/a | 2018 | 2026 |
| 2003 | n/a | 2019 | 2027 |
| 2004 | n/a | 2020 | 2028 |
| 2005 | n/a | 2021 | 2029 |
| 2006 | n/a | 2022 | 2030 |
| 2007 | 2014 | 2023 | 2031 |
| 2008 | 2015 | 2024 | 2032 |
| 2009 | 2016 | 2025 | 2033 |
| 2010 | 2017 | 2026 | 2034 |
| 2011 | 2018 | 2027 | 2035 |
| 2012 | 2019 | 2028 | 2036 |
| 2013 | 2020 | 2029 | 2037 |
| 2014 | 2021 | 2030 | 2038 |
| 2015 | 2022 | 2031 | 2039 |
| 2016 | 2023 | 2032 | 2040 |
| 2017 | 2024 | 2033 | 2041 |
| 2018 | 2025 | 2034 | 2042 |
| 2019 | 2026 | 2035 | 2043 |
| 2020 | 2027 | 2036 | 2044 |
| 2021 | 2028 | 2037 | 2045 |
| 2022 | 2029 | 2038 | 2046 |
| 2023 | 2030 | 2039 | 2047 |
| 2024 | 2031 | 2040 | 2048 |
| 2025 | 2032 | 2041 | 2049 |
| 2026 | 2033 | 2042 | 2050 |

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

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

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

19.04 A Permanent Part-time Employee is entitled to annual vacation with regular pay, on a prorated basis. A Permanent Part-time Employee is paid vacation pay for

hours worked in excess of their normal hours; however, vacation pay does not apply on overtime hours where premium overtime rates apply.

19.05 The following rules apply to scheduling vacation time:

- a) Vacation may be taken at any time during the calendar year, by mutual agreement between the employee and the supervisor, provided the scheduling is arranged to meet the work schedules of the Company. Vacation time off will not be denied on the basis of an employee not having earned their eligible entitlement.
- b) The employee may take vacation in half Day or one Day increments, provided scheduling is arranged to meet the work schedules of the Company.
- c) If a holiday falls within an employee's vacation, the vacation time will be extended by one Working Day, equal to the greater of the daily scheduled hours worked immediately before or immediately after the vacation.
- d) The supervisor will, within 14 Days of receipt of a vacation request, provide a written response to the employee.

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

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

- (a) Short Term Disability – The employee continues to earn vacation entitlement during short term disability up to 17 weeks.
- (b) Leave due to Work-related Injury – The employee continues to earn vacation entitlement during WCB up to 17 weeks.
- (c) Leave with Pay – The employee continues to earn vacation entitlement.
- (d) Maternity Leave – The employee continues to earn vacation entitlement during the disability portion of the leave; no vacation is earned on the remainder of the leave.
- (e) Long Term Disability – When an employee's status changes to long term disability, they cease to earn vacation.
- (f) Parental Leave – The employee does not earn vacation while on parental leave.
- (g) Leave of Absence without Pay – The employee does not earn vacation while on approved leave of absence without pay greater than two weeks.

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

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

ARTICLE 20.00 CALL OUT

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

20.02

- (a) An employee who is called out within two hours of the start of the employee's regularly scheduled Working Day or regularly scheduled shift will be paid for the time actually worked before the start of that shift.
- (b) An employee who is called out within one hour after the regularly scheduled Working Day or regularly scheduled shift will be paid for the time actually worked or for one hour, whichever is greater.
- (c) An employee who is called out at any other time will be paid for the time actually worked or for two hours, whichever is greater.
- (d) An employee who is called out within three hours of the start of their regularly scheduled Working Day or shift and works continuously into their regularly scheduled hours will be paid:
 - (i) the overtime rate for time worked prior to their regularly scheduled start time
 - (ii) straight time for regularly scheduled hours worked.
- (e) An employee who is called out between the time of eight hours prior to their regularly scheduled start time and three hours prior to their regular start time and who works continuously into their regularly scheduled hours will be paid:
 - (i) the overtime rate for all hours worked prior to their regularly scheduled start time
 - (ii) straight time overtime plus their regular pay (double time equivalent) for all regularly scheduled hours worked. This rate applies until the employee is relieved from duty.

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

ARTICLE 21.00 LEFT BLANK INTENTIONALLY

ARTICLE 22.00 STANDBY

22.01

- (a) An employee who is requested to standby shall be paid an amount equal to:
 - (i) one hour of the employee's regular pay for each regularly scheduled Working Day or regularly scheduled shift in the standby period

- (ii) two hours of the employee's regular pay for each regularly scheduled Day of rest in the standby period
- (iii) three hours of the employee's regular pay for each recognized holiday in the standby period.

(b) An employee who is scheduled by the Company to standby for more than 110 Days in a calendar year shall be paid 1.5 times the applicable rate set out in paragraph (a) for every Day they are scheduled to standby after the 110th Day.

(c) An employee who is scheduled by the Company to standby for more than 130 Days in a calendar year shall be paid 2.5 times the applicable rate set out in paragraph (a) for every Day they are scheduled to standby after the 130th Day.

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

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

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

22.05 An employee on standby may leave their home for personal reasons, provided they make arrangements to be reached and to be available for duty.

22.06 For the purposes of this article:

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

22.07 No employee shall be required to standby for more than 14 consecutive Days except by mutual agreement between the Company and the employee concerned. Where there is no agreement to an extension beyond 14 Days, the Company will arrange to relieve the employee of standby duties for the following 7 Days.

ARTICLE 23.00 PERSONAL DAYS

23.01

- (a) A Permanent Employee is eligible for five Working Days of personal leave, with pay, and for each calendar year thereafter. Personal leave may be taken in half or full Day increments. This leave will be granted at the employees request in all but exceptional or emergency work situations.

(b) A Permanent Part-time Employee is eligible for personal leave, pro-rated on the basis of their payroll preset.

23.02 A Probationary Employee is eligible to take a pro-rated number of Working Days of personal leave between their date of hire and the end of the calendar year in which they were hired, based on the following tables:

| Date of Hire | | All Schedules |
|--------------|-------------|---------------|
| From | To | |
| January 1 | March 31 | 5 |
| April 1 | June 30 | 4 |
| July 1 | August 31 | 3 |
| September 1 | October 31 | 2 |
| November 1 | December 31 | 1 |

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

23.04 Any unused time in personal leave that remains at the end of a calendar year will expire and does not carry over into the next year.

ARTICLE 24.00 BOARD AND LODGING

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

24.02

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

| | |
|-----------|---------|
| Breakfast | \$14.00 |
| Lunch | \$18.00 |
| Dinner | \$30.00 |
- (c) A choice in 24.02(b) above will apply for the duration of the work assignment or on a week to week basis. Exceptions may be considered by the supervisor.

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

24.04 An employee who is required by the Company to be away from their Home Base overnight will be paid \$6.50 per night for incidental expenses.

24.05

- (a) When an employee is required to work more than two hours beyond the scheduled quitting time, the Company will provide the employee with a reasonable meal in the third hour and every four hours thereafter, as long as work continues after the meal break.
- (b) When an employee is called out under Article 20.00, the Company shall provide the employee with a reasonable meal in the fifth hour and every four hours thereafter, as long as work continues after the meal break.
- (c) When an employee is called out under Article 20.00 to work more than two hours prior to the beginning of the normally scheduled Working Day or shift, the Company shall provide the employee with a meal.
- (d) If the employee takes a meal break on site, the break does not exceed 30 minutes and the employee continues working after the meal break, the employee will be paid at the overtime rate for the meal break.
- (e) In lieu of providing the meals set out in this article, the Company may, at its option, pay an employee the amount noted for dinner in 24.02 (b) (ii) for each meal to which the employee is entitled.
- (f) The employee and supervisor may agree to a practical application of the arrangements in this article.

24.06 Where an employee requests a temporary change in work location for family or compassionate reasons the supervisor, in consultation with the employee, will determine if they qualify for any board and lodging in Clauses 24.01 to 24.04.

ARTICLE 25.00 BEREAVEMENT LEAVE

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

Immediate family members may include the following:

- Spouse or common-law partner of the employee
- Brother or brother-in-law of employee or spouse
- Grandparents of employee or spouse
- Parents, foster parent, ward or guardian of employee or spouse
- The other parent of the employee's child, not residing in the same household
- Step-relatives of the same relationships listed
- Children or legal dependants of employee or spouse
- Sister or sister-in-law of employee or spouse
- Grandchildren of employee or spouse
- Aunt, uncle, niece or nephew of employee or employee's spouse
- Dependent relatives living in the employee's household

Other individuals with a close personal relationship to the employee may be considered as an employee's immediate family at the Company's discretion.

This list is not meant to be exhaustive and should not be used to unreasonably refuse bereavement leave.

25.02 An employee entitled to bereavement leave will be given time off with pay for a maximum of three Working Days and time off without pay for up to two additional Working Days for travel. If travel one-way is greater than 500 kilometers they will be paid for those travel days.

25.03 An employee will be allowed bereavement leave for an individual not listed in Clause 25.01, at the discretion of the Company. This discretion includes the authorization of time off without pay where deemed appropriate. In these circumstances, the employee will put forward their request in writing, and the supervisor will provide a written response to the employee.

25.04 As indicated in Clause 25.01, additional time off can be provided in extenuating circumstances at the discretion of the Company. The employee has the sole right to decide whether to use all or some of the bereavement leave and travel time.

ARTICLE 26.00 TERMINATION OF SERVICE

26.01 A Permanent Employee shall give the Company notice of intention to terminate employment as follows: a one-week notice if the employee has less than two years' service; a two-week notice if more than two years' service.

26.02 The Company shall give all non-permanent employees notice of its intention to terminate employment as required by the Alberta *Employment Standards Code*.

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

26.04 The Company will provide notice to the Association of a termination, with adequate time to enable the Association to arrange for representation. The Company will advise the employee of their right to representation prior to the commencement of the meeting and will provide the employee with written notice upon termination. A copy of this notice will be provided to the Association.

26.05 The Company will pay all monies owed to employee on the next regular pay date following the time entry period in which the employee was terminated.

ARTICLE 27.00 MATERNITY AND PARENTAL LEAVE

27.01 An employee who has been employed by the Company for a period of at least 90 days is entitled to maternity and/or parental leave in accordance with the provisions of the Alberta *Employment Standards Code* due to childbirth or adoption. The leave is job-protected and will be unpaid, except for any period during which the employee qualifies for sickness or disability payments. Further information on maternity and

parental leave provisions are available on-line at <https://www.alberta.ca/maternity-parental-leave.aspx>.

27.02 If, during the 12 weeks immediately before the estimated date of delivery, the pregnancy of an employee interferes with the performance of their duties, the Company may give the employee written notice requiring them to start maternity leave. This clause may not be used if the employee is absent from work for medical reasons certified by a physician.

27.03 Employees who choose not to take parental leave are entitled to a Day off, with pay, when their child is born or adopted.

27.04 Employees must give the Company notice to start or return from Maternity or Parental Leave in accordance with the legislation.

ARTICLE 28.00 GRIEVANCE PROCEDURE

The parties believe that any grievance or prospective grievance should be resolved as early as possible and, wherever possible, should be resolved by the employee and the supervisor involved.

28.01 The grievance procedure described in this article will be used only to resolve disagreements regarding the interpretation, application, administration or any alleged violation of this collective agreement. An employee may be assisted and represented by an Association officer at any stage of this procedure.

Facilitation

28.02

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

Discussions

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

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

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

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

28.05 Any grievance must be submitted within certain time limits:

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

28.06

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

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

Calculation of Time

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

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

28.09 All grievances submitted shall include:

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

When advancing a grievance to the next step, notice shall be given as per Article 6.00.

Step 1

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

28.11

- (a) Where the grievance results from a Job Posting, the grievance will be sent to the selecting supervisor and the supervisor's manager.
- (b) In any other case, the grievance will be given to the employee's supervisor's manager, with a copy, for information purposes, to the employee's supervisor.

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

28.13 Within 15 Days of receiving the grievance, the manager will:

- (a) make a decision to either uphold or deny the grievance
- (b) communicate their decision, by telephone or in person, to affected employees and the Association
 - (i) When a Job Posting grievance is upheld, the first person advised of the grievance outcome will be the employee who was initially the successful candidate.
- (c) provide written notice of their decision to affected employees and the Association.

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

Step 2

28.15 Either the Company or the Association may request the formation of a Grievance Committee by written notice to the other party within 10 Days of the Step 1 decision.

28.16 In the case of a grievance resulting from the dismissal of an employee, receipt of the grievance shall constitute a request for formation of a Grievance Committee.

28.17

- (a) The Company and the Association will each name two or three members to the Grievance Committee.
- (b) The parties will appoint individuals to the Grievance Committee who come to Step 2 meetings with an open mind and the intent to review pertinent information and to work collaboratively to find solutions to resolve the grievance.

(c) The Company and the Association will exchange new and relevant information relating to the grievance five Days prior to the intended meeting of the Grievance Committee.

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

28.19 The Grievance Committee shall appoint one of its members to be its chair.

28.20 The Grievance Committee will meet within 20 Days of the grievance being moved to Step 2.

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

- (a) resolving the grievance in a manner that is fair and just. In determining a fair and just resolution of the grievance, either party may be required to consult with its respective constituents.
- (b) reporting that it is unable to reach a decision.

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

28.22 A decision of the Grievance Committee is binding upon both parties.

28.23 If the Grievance Committee reports it is unable to reach a decision, either party may proceed to Grievance Arbitration. At any point before the arbitration is heard, the Association has the option to forward this unresolved grievance to the Vice President or designee in an attempt to resolve the grievance.

Grievance Arbitration

28.24 The Association or the Company shall notify the other party of its desire to proceed to arbitration within 20 Days of the Step 2 decision. In the notice, the party requesting arbitration shall include the name of its nominee to the arbitration board.

28.25 Within seven Days of receiving this notice, the party receiving the notice shall name its nominee to the arbitration board and notify the other party.

28.26 Within seven Days of the appointment of the second nominee, the two nominees will select a chair of the arbitration board. If such agreement cannot be reached in that time, the nominees will request the Director as defined in the Alberta *Labour Relations Code* to appoint a chair.

28.27

- (a) Notwithstanding Clauses 28.24 to 28.26, the parties may agree to refer a particular grievance to a single-person arbitration board.

- (b) In this case, the parties shall agree on an arbitrator within seven Days of the notice required in Clause 28.24. If no agreement has been reached by that time, the parties will request the Director as defined in the Alberta *Labour Relations Code* to appoint an arbitrator.
- (c) A single arbitrator appointed under this clause constitutes the “board” for the purposes of Clauses 28.28 to 28.33.

28.28 The arbitration board will meet within 120 Days of the chair's appointment and hear such evidence as the parties may wish to present to assure a full and fair hearing.

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

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

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

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

28.33 The parties will pay the expenses of their respective nominee. The expenses of the chair shall be shared equally by the parties. Where an arbitration is conducted by a single arbitrator under Clause 28.27, the expenses of the arbitrator shall be shared equally by the parties.

ARTICLE 29.00 POLICY GRIEVANCES

29.01 Either party to this collective agreement may initiate a grievance regarding the interpretation, application, administration or any alleged violation of this collective agreement.

29.02 A party initiating a policy grievance shall, within 30 Days of the act giving rise to the grievance, give notice to the other party as set out in Clause 28.09.

29.03 A grievance under this article, once served on the other party, shall constitute a notice of a request for the establishment of a Grievance Committee and the provisions of Clause 28.08 and Clauses 28.17 to 28.33 inclusive shall apply to the processing of such grievance.

ARTICLE 30.00 ASSOCIATION DUES

30.01 All members of the bargaining unit shall, as a condition of employment, pay to the Association the dues established by the Association's bylaws.

30.02 The Company will deduct dues from the employee's pay each pay period and send the money to the Association within 15 Days.

30.03 The Company will provide the Association with a report each pay period that shows the name, classification and amount of dues deducted for every member of the bargaining unit.

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

ARTICLE 31.00 SECTIONS AND LETTERS OF AGREEMENT

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

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

ARTICLE 32.00 EMPLOYEE RELATIONS COUNCIL

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

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

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

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

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

ARTICLE 33.00 LAYOFFS

33.01

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

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

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

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

ARTICLE 34.00 REDUCTION OF STAFF

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

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

34.02

- (a) If the Company needs to reduce the workforce, it will invite employees from the Job Classes in the location being reduced, and also within the Region, to volunteer for severance.

- (b) The Company will choose the employees to be terminated from the list of volunteers. If an employee at the location being reduced who would otherwise be selected for termination under Clause 34.02 (c) is willing to relocate at the employee's own cost to another location where an employee in the same Job Class is willing to volunteer to be terminated instead, then the Company will choose the volunteer at the other location for termination, and will allow the relocating employee to be placed in volunteer's Job and maintain employment with the Company. In such cases Article 14.00 shall not apply to create any rights for any other employees with respect to the Job which had been held by the volunteer.
- (c) If there are insufficient volunteers to meet the proposed reduction, the Company may select additional employees to be terminated.
- (d) If the Company required reductions at one or more specific locations where insufficient volunteers have been identified, the process below will be followed:
 - (i) If an employee at the location(s) being reduced who would otherwise be selected for termination under 34.02(c) is willing to relocate at the employees own cost to another location where an employee in the same Job Class is willing to volunteer to be terminated instead, then
 - (ii) The Company will choose the volunteer at the other location for termination and will allow the relocating employee to be placed in the volunteer's job and maintain employment within the Company
 - (iii) If there are more impacted employees than volunteers, the employee with the greatest length of service with the Company will be given first rights to accept the volunteer's Job.

In any such cases Article 14.00 shall not apply to create any rights for any other employees with respect to the Job which had been held by the volunteer.

34.03

- (a) A Permanent Employee (including a Permanent Part-time Employee) whose employment is terminated under this article shall receive severance pay in lieu of notice of not less than the amount achieved by adding the entitlements under paragraphs (i) and (ii) of this section:
 - (i) An amount for length of service, calculated as follows:
 - a. Where an employee has less than five years of continuous service with the Company – 2.2 weeks of regular pay for each year of service.
 - b. Where an employee has more than five years but less than 10 years of continuous service with the Company – 2.4 weeks of regular pay for each year of service.
 - c. Where an employee has more than 10 years but less than 15 years of continuous service with the Company – 2.6 weeks of regular pay for each year of service.
 - d. Where an employee has more than 15 years but less than 20 years of continuous service with the Company – 2.8 weeks of regular pay for each year of service.
 - e. Where an employee has more than 20 years of continuous service with the Company – 3 weeks of regular pay for each year of service.

- (ii) An amount in consideration of an employee's age, calculated as follows:
 - a. Where an employee is between 50 and 54 year of age at the time of termination – four weeks of regular pay; or
 - b. Where an employee is 55 years of age or older at the time of termination – six weeks of regular pay.
- (b) The following additional rules apply in calculating the minimum amount of severance pay:
 - (i) Fractional years of service shall be used to calculate payments under Clause 34.03(a). For example, if an employee has 4.5 years of service, the calculation would be 4.5 years x 2.2 weeks/year = 9.9 weeks of regular pay.
 - (ii) The amount of severance pay shall not be less than eight weeks of regular pay.
 - (iii) Subject to paragraph (iv), the Company shall not be required to offer more than 60 weeks of regular pay.
 - (iv) Where an employee is entitled to at least 60 weeks of regular pay, by virtue of paragraph (b), and the employee is aged 50 years or more at the time of termination, the employee shall be entitled to 64 or 66 weeks of regular pay, depending on age, as per (a) (ii).
- (c) In addition to the amounts payable in this clause, an employee shall be entitled to a payment of between 10 and 12 percent of the severance amount in lieu of extended benefits.
- (d) The Company may request a signed Release from a Permanent Employee (including a Permanent Part-time Employee). The format of the Release shall be as per Appendix A. In any case when the Company makes such a request, notice will be provided to the Association of such a request. The Company will advise the employee of their right to consult with the Association and will provide reasonable opportunity to do so. The signing of the Release is at the discretion of the employee.

ARTICLE 35.00 CONTRACT ARBITRATION

- 35.01 When negotiations towards a new collective agreement have reached an impasse, either party will give written notice to the other that it is referring all unresolved issues in dispute to arbitration.
- 35.02 Within 15 days of either party giving written notice to the other under Clause 35.01, the parties will notify the Minister responsible for the *Labour Relations Code* of their agreement to appoint an interest arbitration board and each party will provide written notice to the other party and the Minister of the name of its nominee.
- 35.03 Within seven days of their nomination, the two members nominated by the parties will select a third person to be chair of the arbitration board. If the nominees are unable to agree on the selection of a chair, either nominee may notify the Minister and request that he appoint the chair.
- 35.04 The arbitration board will meet and hear such evidence as the parties may wish to present to assure a full and fair hearing.

35.05 If the arbitration board is unable to effect a settlement, then, within 20 Days of hearing the evidence, or any longer period that may be agreed to by both parties or fixed by the Minister, the arbitration board shall issue its award in writing. The award is final and binding upon the parties and upon any employee affected by it.

35.06 In its award, the arbitration board:

- (a) shall resolve the unresolved issues and requests by either incorporating them, with or without amendment, or refusing to incorporate them and
- (b) shall not make any change retroactive unless one of the parties listed the request or issue as one for which they desire a retroactive effect.

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

ARTICLE 36.00 SELF-FINANCED LEAVE

36.01

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

ARTICLE 37.00 DISCIPLINE

37.01 The parties agree that all discipline is significant and can have serious consequences. They further acknowledge that discipline may range from a verbal warning to termination.

37.02 The Company recognizes the right of any bargaining unit member to be represented by the Association at any stage of this process.

37.03 The Company will not take disciplinary action until the matter has been investigated to determine the employee's responsibility.

- (a) The employee involved will be informed that the Company is conducting an investigation, unless the Company reasonably believes that informing the employee would negatively affect the investigation.
- (b) The investigation will gather and document relevant facts and will provide an opportunity for the employee involved to explain their actions.

- (c) If the Company's investigation determines that discipline may be warranted, the Company will discuss the results of the investigation and any proposed actions with the Association.
- (d) If the Company determines that discipline is warranted, the Company will advise the employee and the Association that a discipline meeting is planned and will schedule a meeting to communicate the proposed disciplinary action. The Company's decision will be provided, in writing, to the employee and the Association.

37.04 Discipline imposed under this article may be the subject of a grievance under the grievance procedure established in this collective agreement.

37.05 An employee covered by this collective agreement will not administer disciplinary action against another employee covered by this collective agreement. Formal disciplinary action will be administered by management. This does not prevent an employee covered by this collective agreement from exercising the leadership responsibilities of training, coaching and mentoring associated with being in a lead role. An employee in a lead role will provide employees with performance feedback that may include discussion of areas for improvement as well as consequences if corrective action is not taken.

37.06 The Company will not rely upon a disciplinary letter twenty-four (24) months after the date the disciplinary action was issued. If the employee is on any leave, as defined by 19.07, the 24-month period will be paused until the leave is concluded.

ARTICLE 38.00 COMPASSIONATE CARE LEAVE

38.01 An employee may apply for leave without pay for provide compassionate care to a gravely ill family member, as defined under Alberta Employment Standards Code. <https://www.alberta.ca/compassionate-care-leave.aspx>

ARTICLE 39.00 WAIVER OF SPECIFIC CLAUSES

39.01 The Company or the Association may, from time to time, ask each other to waive one or more provisions of the collective agreement in a particular set of circumstances for the purpose of managing the Company's business or the employees' interests. Either party may, upon due consideration, waive such provision or provisions for the benefit of the employees or the Company.

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

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

ARTICLE 40.00 CONTRACTING OUT

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

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

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

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

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

ARTICLE 41.00 EXTENSIVE OVERNIGHT ABSENCES

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

| | |
|------------------------|---------------------------------|
| 30 overnight absences | 1 Day |
| 40 overnight absences | 1 additional Day (total of 2) |
| 50 overnight absences | 1 additional Day (total of 3) |
| 60 overnight absences | 1 additional Day (total of 4) |
| 70 overnight absences | 1 additional Day (total of 5) |
| 80 overnight absences | 1 additional Day (total of 6) |
| 90 overnight absences | 1 additional Day (total of 7) |
| 100 overnight absences | 1 additional Day (total of 8) |
| 110 overnight absences | 2 additional Days (total of 10) |

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

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

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

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



Deanna Girard
Vice President, Human Resources



Christine Robinson
Business Manager,
Canadian Energy Workers
Association



Eric Thai
President, Chapter 103,
Canadian Energy Workers
Association

OFFICE

Application

This section applies to Office employees.

ARTICLE 15.00 HOURS OF WORK

15.01 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.

15.02 Seven (7) hours and thirty (30) minutes shall constitute a regular Working Day and five (5) Days shall constitute a regular work week.

15.03 Normal office hours shall be from 8:00 a.m. to 4:30 p.m. Monday through Friday with (1) hour for lunch. If mutually agreeable between the Company and the employee, normal starting time may be changed providing the regular hours of work occur between 6:00 a.m. and 6:00 p.m. If mutually agreeable between the Company and the employee, the duration of the lunch period may be varied by up to one-half (1/2) hour.

15.04

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

Exceptions

15.05

- (a) The Association and the Company wish to ensure that employees have enough rest between work periods to allow them to work safely. While this clause sets out specific provisions, they are not intended to remove the responsibility of supervisors and employees to ensure that work can be accomplished safely and in accordance with standards established by the Company or applicable legislation.
 - (i) No scheduled work shift will exceed 12 hours in length.
 - (ii) No employee will be allowed to work more than 16 hours in a 24-hour period.
- (b) If an employee works 16 hours in any 24-hour period, the employee will be allowed eight consecutive hours of rest.

- (c) An employee who, as a result of a callout, works at any time between midnight and the time three hours before the start of their next regularly scheduled Working Day or regularly scheduled shift is entitled to have eight consecutive hours of rest beginning at the end of the work for which the employee was called out.
- (d) If an employee's eight hours of rest under paragraph (b) or (c) extends into the last two hours of their next regularly scheduled Working Day or regularly scheduled shift, the employee shall not be required to work those hours.
- (e) When an employee is at rest because of this clause, the employee will not suffer any loss of wages.
- (f) When an employee is at rest because of this clause, the Company may request the employee to return to work. If the Company makes such a request and the employee agrees to return, the employee will be paid, in addition to normal wages, an amount equal to their normal hourly rate for each hour worked during normal scheduled working hours during which the employee was entitled to be at rest.
- (g) These clauses are intended to be compliant with all applicable legislation, including provincial labour standards and national safety codes. If any of these clauses are determined to be in contravention with legislation, the parties agree to amend these clauses to be in compliance.

SCHEDULE 60 – CLERK JOBS**Minimum Bi-Weekly (Hourly) Wage Ranges**

| Job Class Number | Job Title | Bi-Weekly Wage Range Jan. 1, 2024 (3.0%) | Increment | Bi-Weekly Wage Range Jan. 1, 2025 (3.0%) | Increment | Bi-Weekly Wage Range Jan. 1, 2026 (3.0%) | Increment |
|------------------|------------|--|------------------|--|------------------|--|------------------|
| 600100 | Clerk I/II | 1587.75 – 2434.50 (21.17 – 32.46) | 211.50 (2.82) | 1635.75 – 2507.25 (21.81 – 33.43) | 217.50 (2.90) | 1684.50 – 2582.25 (22.46 – 34.43) | 224.25 (2.99) |
| 600200 | Clerk III | 2439.00 – 2897.25 (32.52 – 38.63) | 154.50 (2.06) | 2512.50 – 2984.25 (33.50 – 39.79) | 159.00 (2.12) | 2588.25 – 3073.50 (34.51 – 40.98) | 163.50 (2.18) |
| 600300 | Clerk IV | 2607.75 – 3250.50 (34.77 – 43.34) | 154.50 (2.06) | 2685.75 3348.00 (35.81 – 44.64) | 159.00 (2.12) | 2766.00 – 3448.50 (36.88 – 45.98) | 163.50 (2.18) |
| 600400 | Clerk V | 2910.00 – 3520.50 (38.80 – 46.94) | 154.50 (2.06) | 2997.00 – 3626.25 (39.96 – 48.35) | 159.00 (2.12) | 3087.00 – 3735.00 (41.16 – 49.80) | 163.50 (2.18) |
| 600500 | Clerk VI | 3195.00 – 3827.25 (42.60 – 51.03) | 159.00 (2.12) | 3291.00 – 3942.00 (43.88 – 52.56) | 163.50 (2.18) | 3390.00 – 4060.50 (45.20 – 54.14) | 168.75 (2.25) |

SCHEDULE 61 – PROJECT COORDINATOR JOB**Minimum Bi-Weekly (Hourly) Wage Ranges**

| Job Class Number | Job Title | Bi-Weekly Wage Range Jan. 1, 2024 (3.0%) | Increment | Bi-Weekly Wage Range Jan. 1, 2025 (3.0%) | Increment | Bi-Weekly Wage Range Jan. 1, 2026 (3.0%) | Increment |
|------------------|---------------------|--|------------------|--|------------------|--|------------------|
| 610300 | Project Coordinator | 3789.75 – 4505.25 (50.53 – 60.07) | 178.50 (2.38) | 3903.75 – 4640.25 (52.05 – 61.87) | 183.75 (2.45) | 4020.75 – 4779.75 (53.61 – 63.73) | 189.00 (2.52) |

SCHEDULE 62 – BUSINESS CO-OP JOBS**Minimum Bi-Weekly (Hourly) Wage Ranges**

| Job Group Codes | Bi-Weekly Wage Range Jan. 1, 2024 (3.0%) | Bi-Weekly Wage Range Jan. 1, 2025 (3.0%) | Bi-Weekly Wage Range Jan. 1, 2026 (3.0%) |
|-----------------|--|--|--|
| 620001 | 1652.25 – 2017.50 (22.03 – 26.90) | 1701.75 – 2078.25 (22.69 – 27.71) | 1752.75 – 2140.50 (23.37 – 28.54) |
| 620002 | 1834.50 – 2204.25 (24.46 – 29.39) | 1889.25 – 2270.25 (25.19 – 30.27) | 1946.25 – 2338.50 (25.95 – 31.18) |
| 620003 | 2110.50 – 2475.75 (28.14 – 33.01) | 2173.50 – 2550.00 (28.98 – 34.00) | 2238.75 – 2626.50 (29.85 – 35.02) |
| 620004 | 2385.75 – 2751.75 (31.81 – 36.69) | 2457.00 – 2834.25 (32.76 – 37.79) | 2530.50 – 2919.00 (33.74 – 38.92) |

SCHEDULE 62 – ENGINEERING CO-OP JOBS**Minimum Bi-Weekly (Hourly) Wage Ranges**

| Job Group Codes | Bi-Weekly Wage Range Jan. 1, 2024 (3.0%) | Bi-Weekly Wage Range Jan. 1, 2025 (3.0%) | Bi-Weekly Wage Range Jan. 1, 2026 (3.0%) |
|-----------------|--|--|--|
| 620101 | 2017.50 – 2385.75 (26.90 – 31.81) | 2078.25 – 2457.00 (27.71 – 32.76) | 2140.50 – 2530.50 (28.54 – 33.74) |
| 620102 | 2204.25 – 2568.75 (29.39 – 34.25) | 2270.25 – 2646.00 (30.27 – 35.28) | 2338.50 – 2725.50 (31.18 – 36.34) |
| 620103 | 2385.75 – 2751.75 (31.81 – 36.69) | 2457.00 – 2834.25 (32.76 – 37.79) | 2530.50 – 2919.00 (33.74 – 38.92) |
| 620104 | 2568.75 – 2936.25 (34.25 – 39.15) | 2646.00 – 3024.00 (35.28 – 40.32) | 2725.50 – 3114.75 (36.34 – 41.53) |
| 620105 | 2751.75 – 3120.00 (36.69 – 41.60) | 2834.25 – 3213.75 (37.79 – 42.85) | 2919.00 – 3310.50 (38.92 – 44.14) |

NOTES APPLYING TO ALL WAGE SCHEDULES

1. When increments are listed in a wage schedule, they are annual increments unless marked with an asterisk (*), in which case they are semi-annual.
2. When a salary range is set out for a Job Class, progression through the range will be annual (January) or semi-annual (January and July) to the range ceiling as provided by the particular schedule. Progression is subject to satisfactory performance, improved skills or knowledge required by the employee in the performance of the Job, possession of necessary tickets or certificates and successful completion of Company examinations. The words "Company examinations" shall refer to existing written examinations.
3. The following rules apply to new employees:
 - (a) The Company will place a new employee within a salary range on the basis of market hiring rates.
 - (b) After a new employee successfully completes the probationary period, the employee will receive one increment. At the date of the first increment review (January 1 or July 1 as appropriate) following appointment to permanent staff, the employee will receive one increment. These increments will be subject to Clause 2 of these notes.
4. When an employee moves to a Job with a higher maximum rate of pay than their current Job, the employee shall be placed within the new salary range at a rate that reflects an increase in wage no less than one increment in the range from which the employee was promoted. This does not apply in the case of progression Jobs.
5. If an employee is accepted under a Job Posting for a Job at a lower level or is transferred to such a Job at their own request, the employee will be paid at an appropriate level within the wage range for the lower-level Job Class.
6. A Temporary or Term Employee appointed to a permanent Job when the probationary period is waived will receive one increment effective the date of the permanent appointment.

TECHNICAL & TRADES

Application

This section applies to technical and trades employees.

ARTICLE 14.00 JOB POSTING & JOB PROGRESSION

14.18 For information purposes only, the 573000 Equipment Operator – Entry Level will progress to 637100 – Equipment Operator. Giving notice of this change to the Association is not required.

ARTICLE 15.00 HOURS OF WORK

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

| | |
|--|--|
| Normal Working Day (Paid) | 8 hours to 12 hours |
| Working Days to be scheduled between the hours of | 0500-1900 |
| Lunch period (unpaid) (maximum) | ½ hour to 1 hour |
| Normal Work Week | 40 hours, over a series of consecutive days Monday-Saturday inclusive or 80 hours over two weeks, excluding Sunday or 80 hours over two weeks, including Sunday when working away from Home Base |

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

15.03

- (a) By joint agreement between an employee and the employee's supervisor or designate, the hours during which an employee's Working Day may be scheduled may be changed. In these cases, there will be no payment for overtime or shift differential for the agreed-upon hours of work.
- (b) By joint agreement between an employee and the employee's supervisor or designate, the employee's Working Day may be scheduled to include a lunch break of between one-half to one hour, provided no additional costs are incurred and there is no disruption to operational efficiency or service to customers. This agreement will also include the Company's right to terminate the arrangement if it proves unsatisfactory.

(c) A joint agreement will be put in writing and sent to the Company and the Association if:

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

15.04

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

Exceptions

15.05

- (a) The Company will give an employee 48 hours' notice of a change under this clause. If it doesn't, the employee will be paid at the overtime rate for any hours worked that are outside the employee's normal scheduled hours in the first 48 hours after notice is given.

15.06

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

15.07

- (a) The Association and the Company wish to ensure that employees have enough rest between work periods to allow them to work safely. While this clause sets out specific provisions, they are not intended to remove the responsibility of supervisors and employees to ensure that work can be accomplished safely and in accordance with standards established by the Company or applicable legislation.

- (i) No scheduled work shift will exceed 12 hours in length.
- (ii) No employee will be allowed to work more than 16 hours in a 24-hour period.

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

(c) An employee who, as a result of a callout, works between 8 hours and three hours before the start of their next regularly scheduled Working Day or regularly scheduled shift is entitled to have eight consecutive hours of rest beginning at the end of the work for which the employee was called out.

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

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

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

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

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

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

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

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

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

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

15.12 The parties want to place some limits on how changes to an employee's schedule are handled. Both sides prefer a situation where an employee's start time and the length of the Working Day are consistent for all Days the employee is scheduled to work in a particular calendar week. They recognize, however, that may not always be possible. The rules in this clause will be used to help manage changes in schedule under Clause 15.10.

- (a) Sometimes it may not be possible for the Company to change the starting time for all Days in a calendar week. For that reason, the parties agree that the Company may start such a change in the middle of an employee's work week, but the change must apply to all Days after the first affected Day. The Company will not make more than one such change in an employee's work week.
- (b) The Company cannot make more than 24 changes a year to an employee's schedule, if the change affects the Days of the week the employee is scheduled to work or changes the length of the Working Day. Employee initiated changes do not count against 24 changes a year.

SCHEDULE 67 – Equipment Operator JOBS**Minimum Bi-Weekly (Hourly) Wage Ranges**

| Job Class Number | Job Title | Bi-Weekly Wage Range Jan. 1, 2024 (3.0%) | Increment | Bi-Weekly Wage Range Jan. 1, 2025 (3.0%) | Increment | Bi-Weekly Wage Range Jan. 1, 2026 (3.0%) | Increment |
|------------------|--------------------------------|--|---------------|--|---------------|--|---------------|
| 673000 | Equipment Operator Entry Level | 2384.00 – 3311.20 (29.80 – 41.69) | 155.20 (1.94) | 2455.20 – 3410.40 (30.69 – 42.63) | 160.00 (2.00) | 2528.80 – 3512.80 (31.61 – 43.91) | 164.80 (2.06) |
| 673100 | Equipment Operator | 3311.20 – 4164.00 (41.39 – 52.05) | 140.80 (1.76) | 3410.40 – 4288.80 (42.63 – 53.61) | 144.80 (1.81) | 3512.80 – 4417.60 (43.91 – 55.22) | 148.80 (1.86) |
| 673200 | Special Equipment Operator | 3732.80 – 4351.20 (46.66 – 54.39) | 206.40 (2.58) | 3844.80 – 4481.60 (48.06 – 56.02) | 212.80 (2.66) | 3960.00 – 4616.00 (49.50 – 57.70) | 219.20 (2.74) |

NOTES APPLYING TO ALL WAGE SCHEDULES

1. When increments are listed in a wage schedule, they are annual increments unless marked with an asterisk (*), in which case they are semi-annual.
2. When a salary range is set out for a Job Class, progression through the range will be annual (January) or semi-annual (January and July) to the range ceiling as provided by the particular schedule. Progression is subject to satisfactory performance, improved skills or knowledge required by the employee in the performance of the Job, possession of necessary tickets or certificates and successful completion of Company examinations. The words "Company examinations" shall refer to existing written examinations.
3. The following rules apply to a new employee:
 - (a) The Company will place a new employee within a salary range on the basis of market hiring rates.
 - (b) After a new employee successfully completes the probationary period, the employee will receive one increment. At the date of the first increment review (January 1 or July 1 as appropriate) following appointment to permanent staff, the employee will receive one increment. These increments will be subject to clause 2 of these notes.
4. When an employee moves to a Job with a higher maximum rate of pay than their current Job, the employee shall be placed within the new salary range at a rate that reflects an increase in wage no less than one increment in the range from which the employee was promoted. This does not apply in the case of progression Jobs.
5. If an employee is accepted under a Job Posting for a Job at a lower level or is transferred to such a Job at their own request, the employee will be paid at an appropriate level within the wage range for the lower-level Job Class.
6. A Temporary or Term Employee appointed to a permanent Job when the probationary period is waived will receive one increment effective the date of the permanent appointment.

LETTERS OF AGREEMENT

LETTER OF AGREEMENT

RE: COMMITMENT TO HEALTH, SAFETY, WELLNESS AND THE ENVIRONMENT

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

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

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

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

LETTER OF AGREEMENT

RE: RECIPROCITY

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

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

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

- (a) No employee of Yukon Electrical Company Limited, Northland Utilities (NWT) Limited, or ATCO Electric will have a right to grievance under the CU Inc. - Canadian Energy Workers Association Collective Agreement;
- (b) The Company will not appoint a member of the Association to a bargaining unit Job (not governed by the Collective Agreement). This means that the Company cannot appoint a member of the Association into a bargaining unit Job in respect to Yukon Electrical Company Limited, Northland Utilities (NWT) Limited, or ATCO Electric. This limitation, however, does not apply so as to restrict the Company from promoting a member of the Association into a management Job.
- (c) This Letter of Agreement will be terminated 60 Days after written notice is given by Canadian Energy Workers Association Chapter 103 or CU Inc.

LETTER OF AGREEMENT

RE: PENSION AND BENEFITS

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

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

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

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

LETTER OF AGREEMENT

RE: WORK FROM HOME

The parties recognize the value in having a flexible workplace.

The following conditions shall apply:

1. An employee may request a hybrid work arrangement. Ad hoc adjustments may be required for in-person meetings – if necessary, a minimum of five (5) business Days' notice will be given.
2. The provisions of the Collective Agreement remain in effect for all employees on a hybrid work arrangement.
3. Hybrid work arrangements shall not alter an employee's rights, status, responsibilities, benefits and entitlements.
4. The Company has the right to revoke a specific arrangement with a minimum of thirty (30) Days' notice.

The Association and the Company agree to discuss work from home to address any concerns at the Employee Relations Council meetings.

LETTER OF AGREEMENT

RE: COMMITMENT TO PRIVACY

The Association and the Company are committed to upholding and following the requirements outlined in the Alberta *Personal Information Protection Act*. It is recognized by both parties that privacy in the workplace is a complex and evolving issue.

The parties agree to meet quarterly, or as required, to discuss privacy issues and any changes to legislation or company policy or practice.

LETTER OF AGREEMENT

RE: IN-SCOPE DETERMINATION REVIEW PROCESS

The parties agree to implement the following process to review existing positions within CU Inc. and determine whether they belong in or out of scope of the Bargaining Unit.

Step 1: CU Inc. and CEWA identify up to three (3) people each to form a team (the "Project Team") whose purpose is to complete this work

Step 2: Identify roster of mediator/arbitrators

Step 3: The Project Team determines the order of review of the groups of positions, or work groups

Step 4: Reviews are completed in the order identified from Step 3

Step 5: Determine whether a position is in the bargaining unit based on consensus

Step 6: If there is no agreement – engage dispute resolution process

TIMELINE:

Project Team identified and first meeting within six (6) weeks of ratification

Target first assessment completed within ninety (90) days of ratification

Process completed within six (6) months

DISPUTE RESOLUTION PROCESS:

Where a consensus decision is not achieved, the Project Team will engage a mediator/arbitrator for a mediated discussion.

If mediation is unsuccessful, the mediator/arbitrator will be asked to render a binding decision.

ONGOING REVIEW:

The parties acknowledge Clause 13.03 describes the process when the Company establishes and implements a new Job or Job Class.

The topic of "determinations" will be discussed at least twice per year. To the extent possible, these discussions will occur at the Employee Relations Council meetings (see Article 32.00)

LETTER OF AGREEMENT

RE: WELL-BEING TIME

Well-Being Time, administered in a 7.5 or 8 hour allotment based on the employees normal Working Day will be provided annually to employees to recognize and promote well-being. An employee may take all of their time in one allotment or may take in increments as small as a one-hour period. Supervisory approval is required and will not be unreasonably denied.

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

LETTER OF AGREEMENT

RE: WORK AWAY FROM HOME

As part of the bargaining process undertaken in 2020, CU Inc and CEWA agree to the distribution of a joint communication to all CU Inc employees outlining expectations with respect to work away from home. Specifically, the communication will include the following themes:

- Work away from home and extensive travel can have significant impact on an employee's work/life balance
- Supervisors are expected to communicate schedules regarding work away from home at the earliest reasonable opportunity
- It is recognized that at times the organization will have to adjust work schedules on short notice as work requirements can change without notice
- Employees are encouraged to request information from their supervisor regarding work away from home and are also encouraged to provide suggestions on how work-away from home can be optimized to reduce the impact on work/life balance

The parties agree to discuss and create a communication that will be distributed by the end of negotiations, or as otherwise agreed to by the parties.

Commented [CA1]: Rejected the proposed changes that would have resulted in changing the Work Away From Home letter to the Work From Home letter since the Work Away From Home letter was renewed.

LETTER OF AGREEMENT

RE: TRUTH AND RECONCILIATION DAY

The Company and the Association discussed the new Federal holiday being enacted and in anticipation of a new Statutory Holiday based on the Federal Truth & Reconciliation Day, the parties agree they will recognize the holiday should it be enacted by the Province of Alberta.

APPENDIX

APPENDIX A:

GENERAL RELEASE FOR REDUCTION OF STAFF

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

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

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

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

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

[signature of witness]

[signature of person executing release]

[print name of witness]

[print name of person executing release]

