

**ATB Financial<sup>®</sup>**



**COLLECTIVE AGREEMENT**

**BETWEEN**

**ATB FINANCIAL**

**AND THE**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES  
LOCAL 020**

**Expires: March 31, 2020**

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Preamble

This Agreement made the 21<sup>th</sup> day of March, 2019.

BETWEEN

ATB Financial

(hereinafter referred to as ATB")

of the first part

and

The Alberta Union of Provincial Team Members

(hereinafter referred to as the "Union")

of the second part

WHEREAS, the Union has the sole right to negotiate and conclude a Collective Agreement on behalf of the Team Members of ATB pursuant to the Public Service Employee Relations Act;

WHEREAS, the Parties are mutually desirous of entering into a Collective Agreement with the intent and purpose to promote a harmonious relationship between the Team Members and ATB, while always acting in good faith, and to set forth in this Collective Agreement rates of pay, hours of work and conditions of employment.

WHEREAS, the Parties recognize that the success of ATB Financial in a rapidly changing financial services industry requires flexibility and high standards of performance. The best income and security for Team Members and ATB will be achieved through employment conditions in this Agreement that are responsive to these market realities.

NOW THEREFORE, the Parties mutually agree as follows:

ARTICLE 1  
DEFINITIONS

1.01 In this Agreement, unless the context otherwise requires:

- (a) A word used in the singular may also apply in the plural;
- (b) "ATB" means ATB Financial.
- (c) "Compensating Time Off" means time off which has been earned as overtime compensation and which is accrued in accordance with Clause 11.03.
- (d) "Continuous service" means:
  - (i) For Permanent or Term Team Members employed as of October 8, 1997, their continuous service with the Crown in the Right of Alberta will be recognized by ATB.
  - (ii) For employment of Permanent and Term Team Members subsequent to October 8, 1997, continuous service shall accrue based on employment with ATB.
  - (iii) Where a Casual Team Member attains permanent status without a break in service, the Team Member may request that the casual service be included in the calculation of continuous service on a pro-rated basis. The total hours of casual service in a period of unbroken employment will be totaled and divided by 157.67 to determine the number of months' service to be recognized.
  - (iv) If a terminated Permanent or Term Team Member is re-employed within a period of less than six (6) months of the Team Member's termination date, their service shall be deemed to be continuous service.
- (e) "Team Member" means a person employed by ATB who is in the bargaining unit covered by this Agreement and who is employed in one of the following categories:
  - (i) "Permanent Team Members" means Team Members who have completed the probationary period and who are employed in permanent positions.
  - (ii) "Term Team Members" means Team Members who are employed in term positions. A Term Team Member's employment terminates at the conclusion of the Team Members current term position assignment.
  - (iii) "Casual Team Members" means Team Members employed:

1. on an on-call or irregularly scheduled basis , or
2. in a position with scheduled hours that are less than forty percent (40%) of full-time hours, or
3. on a temporary basis for a period of less than six (6) months.

Casual employment is not intended to circumvent the establishment of term and permanent positions where such positions are supported by operational requirements.

A Casual Team Member will not be utilized in excess of 40% of full-time hours for a period of more than six months unless mutual agreement is reached between ATB and the Union. If there is an ongoing operational requirement for hours in excess of 40% of full-time hours that is expected to continue for an additional three (3) months or more, the Team Member will be offered term or permanent employment as appropriate, with a minimum of a term position for a three (3) month period. A term position will be established based on their average bi- weekly hours for the six (6) month period as identified above.

- (f) Immediate family means: spouse (same or opposite gender including common-law that has co-habitated with the Team Member for at least one (1) year), fiancé(e), child, parent (including step-parent), siblings (including step-brother or sister), current in-law relationships (including mother, father, brother, sister, son or daughter), grandparents and grandchildren.
- (g) "Day" means calendar day, unless otherwise defined.
- (h) "Week" means a seven (7) day period beginning with Sunday.
- (i) "Month" means a calendar month.
- (j) "Permanent position" means a position designated by ATB as continuing to meet ongoing operational requirements. Permanent positions may be Full-time or Part-time. A Part-time permanent position requires a regular work schedule for a Permanent Team Member which is at least forty percent (40%) of the hours of a comparable Full-time permanent position.
- (k) "Probationary Team Members " means an Team Member employed in a permanent position, who during their initial period of employment is serving a probationary period.
- (l) "Term position" means a position designated by ATB for a limited term with a set expiry date, and shall include:
  - (i) Leave replacement position in which the incumbent is employed to provide temporary relief during an approved leave of absence.

- (ii) Project position in which the incumbent is employed for the duration of the project.
- (iii) Term Team Members other than those in leave replacement or project positions, who are employed for a continuous period of eighteen (18) months in the same position shall become Permanent Team Members. The term may be extended beyond the eighteen (18) months by mutual agreement between the ATB and the Union, in which case the Team Member will not become a Permanent Team Member.

A term position shall be at least six (6) months in duration and may be Full-time or Part-time. A Part-time term position requires a regular work schedule for a Term Team Member that is at least forty percent (40%) of the hours of a comparable Full-time position.

- (m) "Union" means the Alberta Union of Provincial Team Members.
- (n) "Union Representative" means the President of the Union, or an Officer or Staff Member of the Union designated by the President in writing pursuant to the Union's Constitution to perform a specific function pertaining to this Collective Agreement.
- (o) "Union Steward" means an Team Member who has completed the required AUPE courses and training necessary to provide Union representation to Members.

## ARTICLE 2 MANAGEMENT RECOGNITION

- 2.01 The Union recognizes that all functions, rights, powers and authority which ATB has not specifically abridged, delegated or modified by this Agreement are retained by ATB:

## ARTICLE 3 TEAM MEMBER RELATIONS COMMITTEE

- 3.01 A Joint Team Member Relations Committee shall operate during the term of this Agreement to discuss matters of mutual interest, including issues related to health, safety, security and benefit plans. The Committee shall be comprised of up to five (5) representatives selected by ATB and up to five (5) Team Members selected by the Union and shall be co- chaired. The Committee may call on additional resources for specialized expertise, particularly in the areas of health, safety, security and benefits.

- 3.02 The Committee shall not deal with grievances or interpretation of this Agreement. Minutes, notes, or discussions of the Committee shall not be admissible in an arbitration hearing.
- 3.03 Any recommendations of the Committee shall be advanced, in writing, to ATB for review and action as appropriate.
- 3.04 The Committee shall meet a minimum of two (2) times a year. ATB shall pay the salaries of Committee members. Expenses pertaining to Committee members shall be borne by the respective Parties.
- 3.05 The Co-chairs shall have the ability to call additional meetings as required.

ARTICLE 4  
UNION RECOGNITION AND APPLICATION

- 4.01 ATB recognizes the Union as the certified bargaining agent for all Team Members within the scope of Alberta Labour Relations Board Certificate Number 218-97, granted pursuant to the Public Service Team Member Relations Act, namely, "All Team Members when employed in administrative and support services" except those Team Members excluded by written agreement between the parties.
- ATB shall not enter into any separate written agreement(s) with a Team Member, or group of Team Members which compromises the terms or conditions of employment contained in this Agreement without prior approval of the Union.
- 4.02 The Agreement does not apply to students on work experience programs.
- Any student employed under this provision shall not displace or result in a loss in hours of work for permanent or term Team Members The employment of students shall not result in the abolishment of any position(s).
- 4.03 The Parties agree that there shall be no discrimination or coercion exercised or practiced with respect to any Team Member for reason of membership or legitimate activity in the Union.
- 4.04 ATB will provide specific bulletin board space for use of the Union at locations on ATB's premises, which are accessible to Team Members. Sites of the bulletin boards are to be determined by ATB and the Union.
- 4.05 Bulletin board space shall be used for the posting of Union information directed to its members. It is not the intention of the Union to post anything objectionable to ATB.

- (a) A Team Member shall have the right to wear or display the recognized insignia of the Union during working hours, however, no such insignia larger than a lapel pin shall be worn on issue clothing or uniforms, nor shall an insignia be displayed ATB 's equipment or facilities
- (b) For the purposes of this Collective Agreement, the Union shall be represented by its properly appointed officers. The Union shall provide ATB with a current list of the officer's names.
- (c) ATB shall grant AUPE Union Representatives access to its premises for a specific purpose, provided prior approval has been obtained from the Vice President, People & Culture or their designate. The request from the Union Representative or Local 20 Executive or their designate will be submitted five (5) working days in advance.

Approval of the foregoing shall not be unreasonably denied.

- (d) Union membership meetings including orientation meetings for new members may be held on ATB premises subject to the approval of ATB
- (e) All new and current Team Members shall have access to the Collective Agreement and will be provided with the link to the Collective Agreement on the ATB-intranet site.
- (f) ATB and the Union will share the cost of printing this Agreement. The printing of the Collective Agreements will be processed at AUPE Headquarters. In the interest of sustainability, the Parties agree to limit the number of copies to an initial printing of six hundred (600) copies. If it becomes necessary to print additional copies, ATB and the Union will mutually agree on the number prior to printing.

4.06 In the event any provision of this Collective Agreement is in conflict with any present or future statute of the Province of Alberta applicable to ATB the section so affected shall be altered or amended forthwith in a manner agreeable to both parties so as to incorporate required changes. Such action shall not affect any other provisions of this Collective Agreement.

4.07 Where a conflict exists between a provision contained in this Collective Agreement and the subject matter is covered by ATB policies, regulations, guidelines or directives, the Collective Agreement shall apply.

4.08 ATB agrees to indemnify and hold harmless, to the full extent permitted by law, a Team Member covered by the Collective Agreement in the event that the Team Member is made or is threatened to be made a party to any action, suit or proceeding ("Claim") brought against such Team Members as a result of their employment with or performance of their duties as Team members of ATB.

This indemnity is subject to the following conditions:

- (a) this indemnity shall not apply to anything arising from the Team Member's own wilful or gross negligence or from the Team Member's intentional misconduct;
- (b) the Team Member shall provide ATB with prompt notice of every Claim against the Team Member which might become the subject matter of this indemnity;
- (c) the Team Member shall not voluntarily assume any liability or settle any Claim except at their own cost;
- (d) in the event that ATB is a party to the same Claim as the Team Member, ATB shall have the right to defend such Claim on ATB's own behalf and on behalf of the Team Members, to retain and instruct counsel and, in ATB's sole discretion, to determine any settlement on behalf of ATB and on behalf of the Team Member;
- (e) in the event that ATB is not party to the same Claim, ATB shall be responsible to retain and instruct counsel and to defend the Claim on behalf of the Team Members at ATB's expense; and
- (f) in any Claim which might become the subject of this indemnity, the Team Member agrees to aid in securing information and evidence and the attendance of any witness and to cooperate fully with ATB, except in a pecuniary way, in the defence of the Claim, including any appear thereof.

ARTICLE 5  
UNION MEMBERSHIP AND DUES CHECK-OFF

- 5.01 All Team Members covered by this Agreement shall become members of the Union as a condition of employment. ATB shall inform new Team Members in writing upon hire of their Union membership and that a Collective Agreement is in effect. A Team Member who has a religious objection to becoming a member of the Union shall be permitted to opt out of membership by providing the Union with a signed statutory declaration outlining the objection within sixty (60) consecutive calendar days from the date of commencement of employment, but such Team Member shall continue to pay Union dues.
- 5.02 All Team Members covered by this Agreement shall be required to pay Union dues as a condition of employment. ATB shall, therefore, deduct Union dues from the pay of all Team Members covered by this Agreement. ATB will include the amount of Union dues deducted on the T4 statements provided to Team Members.
- 5.03 The Union shall advise ATB, in writing, of any change in the amount of dues to be deducted from the Team Members covered by this Agreement. Such notice shall be communicated to ATB at least thirty (30) days prior to the effective date of the change.

- 5.04 ATB shall remit Union dues deducted from the pay of all Team Members to the Union by the first working day after the fifteenth calendar day in the following month. Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be effected in the succeeding month. The deductions remitted shall be accompanied by particulars identifying each Team Member in electronic format or such alternate form as may be agreed to by the parties, showing Team Member identification number, start date, continuous service date, position/job title, employment category as a permanent, term or casual Team Member, region or business unit, branch or sub-unit and transit number, amount of Union dues deducted, name and last known address. Further, ATB shall provide to the Union, on a monthly basis, a list containing the name and last known address of current recipients of Long Term Disability Insurance.
- 5.05 The information on the dues report identified in Article 5.03 will also be sent electronically to the Chair of the Union Local.
- 5.06 The Union agrees to indemnify and save ATB harmless against any claim or liability arising out of the provision of personal information as outlined in clauses 5.03 and 5.04.

ARTICLE 6  
ATB - UNION RELATIONS

- 6.01 ATB agrees to recognize Team Members who are appointed as Union Stewards and recognizes their authority to represent other Team Members. A Union Steward may, at the request of Team Members, accompany or represent them in an investigation, disciplinary discussion or the processing of a grievance with ATB. When it becomes necessary for a Union Steward to leave their job for this purpose, they will request time off from their immediate supervisor and provide them with as much advance notice as possible. Arrangements will be made by the supervisor to permit the Union Steward to leave their job, as soon as reasonably possible, for this purpose with no loss of regular earnings. Such time off shall be granted only upon the approval of the supervisor or authorized alternate, which approval shall not be unreasonably withheld.
- 6.02 The Union reserves the right to appoint a new or current Union Steward to represent a work area that has no Union Steward.
- 6.03 A complete list of Union Stewards and elected officials of the Local shall be supplied by the AUPE Local 020 Chair to the People & Culture department. The People & Culture department shall be advised in writing of any change to the list. The list shall be updated by the AUPE Local 020 Chair annually or on request.

ARTICLE 7  
TIME OFF FOR UNION BUSINESS

- 7.01 Time off, with pay, will be provided to members of the Union for the following:
- (a) Members of the Local Executive, to administer the Local;
  - (b) Members of the Negotiating Committee for time spent meeting with representatives of ATB during the formal negotiating of a Collective Agreement;
  - (c) Members of the Negotiating Committee for Union preparatory meetings during these negotiations;
  - (d) Attendance at Union conventions, seminars, workshops, schools, Chapter meetings, Local Council meetings, Union Executive meetings, Committee meetings, secondments and similar events which will not be unreasonably withheld.

7.02 Time off for negotiations with ATB under 7.01(b) will be granted for the sessions agreed to by the authorized representatives of ATB and Union negotiating committees. In all other of the foregoing provisions requested time off shall not be unreasonably denied. The Union shall provide ATB with a copy of the request for time off. Team Members shall provide a minimum of five (5) work days notice when requesting time off under Clause 7.01; however, consideration shall still be given in cases where the five (5) days notice is not provided.

7.03 Time off with pay under Clause 7.01 will include payment for all salary, differentials and premiums that would have been earned during the period of leave. Such time off will not be considered a break in continuous service. To facilitate the administration of Clause 7.01, ATB will grant leave of absence with pay and invoice the Union within ninety (90) days of completion of this leave for the Team Member's salary, including any premiums and differentials, plus an amount determined by ATB to cover the costs of benefits, which the Union shall pay within thirty (30) days from the date of the invoice.

7.04 The Chair of the Union Local or specified designate shall be relieved with pay for up to twenty percent (20%) of her regularly assigned duties to attend to Local business. Time taken for such business should be planned in such a way as to minimize the effect on the Team Member's work unit. Such time will be scheduled in advance and based on a regular schedule wherever feasible.

The Union will advise ATB of any specified designate and of the hours spent by that designate on Local business under this provision. The combined hours will not exceed twenty percent (20%) of the hours of the Chair of the Union Local.

- 7.05 A Team Member who is elected for an unpaid Full-time position within the Union shall be granted a leave without pay and without loss of continuous service for a maximum period of two (2) years. Such leave shall be renewable for a further term upon request. The Team Members may elect to continue to participate in the Pension Plan and the benefit plans provided under Article 21, provided that such participation is permissible under those plans and provided the Team Member pays the full cost, including ATB's share, during the period of such leave.
- 7.06 A Team Member who is selected for a paid staff position within the Union, or any labour organization with which the Union has a formal affiliation, shall be granted a leave of absence without pay for a period of two (2) years. Extension of such leave may be granted, if submitted in writing and approved by ATB. Approval of an extension will be dependent on operational requirements and will not be unreasonably withheld. The Team Member will not be permitted to participate in the Pension Plan or ATB benefits plans while employed in a paid position with the Union or an affiliated organization. A leave of absence of greater than six months will be considered to be a break in continuous service for the application of Clause 1.01(d)(iv).

ARTICLE 8  
RATES OF PAY

- 8.01 The rates of pay and conditions governing pay set out in Appendices "A" and "B" shall be applicable to all Team Members covered by this Collective Agreement. Wage rates are effective on the dates specified in the Salary/Pay Schedule.
- 8.02 Paydays shall be on a bi-weekly basis by direct deposit, in accordance with ATB's established practice.

ARTICLE 9  
ACTING PAY

- 9.01 To be eligible for acting pay, Team Members shall be designated to perform the majority of the duties of the higher level position for a minimum period of five (5) consecutive work days, during which time they may also be required to perform some of the duties of their regular position. On completion of the minimum five (5) day qualifying period in an acting position, the Team Member shall be eligible for acting pay for the total period of acting incumbency, including the five (5) day qualifying period.
- 9.02 "Acting Incumbency" means a temporary assignment where the Team Member receives acting pay for a period of not less than five (5) consecutive work days and not greater than three (3) months.

- 9.03 "Short Term Incumbency" means a temporary assignment where the Team Member receives acting pay for a period of more than three (3) months and less than twelve (12) months.
- 9.04 Acting pay of up to 10%, but not less than 5%, will be paid for acting incumbencies.
- 9.05 Acting pay for short term incumbencies will be based on ATB's assessment of the Team Member's competencies for the role and will not be less than 5%, or the pay range minimum of the position in which the Team Member is acting, whichever is greater.
- 9.06 Acting pay will not exceed the pay range maximum for the position in which Team Members is acting.
- 9.07 A Team Member assigned an acting incumbency or a short-term incumbency outside the scope of the bargaining unit will continue to be covered by the terms and conditions of this Collective Agreement.

## ARTICLE 10 HOURS OF WORK

### 10.01 Normal Hours of Work

- (a) The normal hours of work shall be based on an average thirty-six and one-quarter (36.25) hours per week and seven and one-quarter (7.25) hours per day for Full-time Team Members.
- (b) With mutual agreement, normal work schedules may be implemented by ATB containing up to six (6) working days within a one (1) week period but shall not exceed ten (10) days in that two (2) week period. In cases where a Team Member applies for a position in the Customer Care Centre with hours of work requirements as described in this clause, the Team Member will be deemed to have agreed to the schedule. A Team Members shall receive two (2) consecutive days of rest during each weekly work period. A Team Member and ATB may mutually agree to a days of rest schedule which differs from that described.

### 10.02 Schedule Variations

- (a) Based on mutual agreement between ATB and affected Team Members, regular schedules established for Team Members may contain variable hours of work per day, including flexible and compressed work week schedules, up to thirty-six and one-quarter (36.25) hours per week. ATB and affected Team Members may agree to implement schedules that exceed thirty-six and one-quarter (36.25) hours in a week provided that the average weekly hours do not exceed thirty-six and one-quarter (36.25) hours over the rotation cycle of the schedule.

Team Members will receive a minimum of two (2) consecutive days of rest during each weekly work period unless ATB and Team Members reach mutual agreement on an alternate schedule for days of rest.

If requested by either ATB or the affected Team Members, a Union Representative will be involved on discussions regarding schedule variations.

- (b) A Permanent or Term Team Member with regularly scheduled hours based on consistent days of work each week and/or consistent hours of work each day will receive a minimum of thirty (30) days advance notice of changes to that schedule unless the Team Member agrees to a shorter period of time.

10.03 A Team Member shall not be required to work a split shift involving a break between work periods longer than the specified meal period.

10.04 Casual Team Members who are employed on an on-call or irregularly scheduled basis will, when called or scheduled, be guaranteed a minimum of three (3) hours work unless otherwise requested by the Team Member.

10.05 Rest Periods

Team Members shall normally receive two (2) fifteen (15) minute paid rest periods in each work period in excess of six (6) hours, one (1) period to be granted before the meal break and one to be granted after. A Team Member working a period of more than two (2) hours but not more than six (6) hours shall be granted one (1) rest period. Rest periods shall not be scheduled within one (1) hour of commencement or conclusion of the work day unless mutually agreed upon.

10.06 Meal Periods

An unpaid meal period of not less than one-half (1/2) hour and not more than one and one-half (1 1/2) hours shall be granted to all Team Members at approximately the mid-point of each work period that exceeds four (4) hours.

10.07 Training Courses or Seminars

- (a) A Team Member who is required to attend a training course or seminar on their normal day of work shall be paid at straight time rates for the hours spent on training.
- (b) A Team Member who is required to attend a training course or seminar on a regularly scheduled day of rest shall be granted a day off in lieu at some other time, or if impractical to grant time off, they shall be paid at straight time rates for the hours spent on training.

- (c) A Team Member who is required to attend a training course or seminar which necessitates travel from the location where the Team Members is employed shall be compensated at straight time rates for the actual hours spent in travel provided such travel time is in excess of their normal daily or weekly hours of work and in excess of the Team Member's normal commute between home and work. ATB shall have the choice of the method of transportation.

ARTICLE 11  
OVERTIME

11.01 If a Team Member works in excess of the daily or weekly hours as defined in Clauses 10.01 and 10.02, the Team Member shall be entitled to overtime compensation for the excess hours of work.

11.02 If a Team Member works up to thirty (30) minutes in excess of the normal hours of their daily work schedule on one (1) day of the week, and the Team Member is provided with off-setting time off within the same week so that the total time worked within the week does not exceed thirty-six and one-quarter (36.25) hours, overtime compensation will not apply.

11.03 Overtime Compensation

A Team Member who has been authorized to work overtime shall be compensated as follows:

- (a) For overtime hours worked on a regular work day at time and one half of their regular hourly rate for the first two (2) hours worked in excess of their regular hours and at double their regular hourly rate for all hours worked in excess of two (2) hours;
- (b) For overtime hours worked on day(s) of rest
  - (i) at time and one half their regular hourly rate for all hours worked up to the equivalent of full normal daily hours and double time for additional hours worked thereafter on the regularly scheduled first day of rest;
  - (ii) at double time their regular hourly rate for all hours worked on subsequently scheduled day(s) of rest in that week, unless the additional hours are scheduled at the request of the Team Member in which case the overtime hours will be compensated at time and one half.

11.04 Scheduling Compensating Time Off

Compensating time off shall be scheduled based on mutual agreement. The intent is that compensating time off be taken within six months. If mutual agreement cannot be reached for scheduled time off and as a result not all accumulated entitlement to compensating time off is taken by the end of the calendar year, the unused portion accumulated for overtime worked prior to June 30<sup>th</sup> shall be paid out to the Team Members, unless an additional period of time for carry over is approved. Time banked for overtime worked between July 1 and December 31 may be carried forward to the following calendar year.

11.05 Overtime for Part-time Team Members

Part-time Team Members working less than the normal hours stated in Clauses 10.01 and 10.02 who are required to work longer than their usual daily or weekly hours shall be paid at the rate of straight time for the hours so worked until they exceed the normal daily or weekly hours for Full-time Team Members in the same position, after which the overtime provisions of this Article shall apply. Additional straight time hours worked will normally be paid but may, with mutual agreement, be banked as compensating time off.

11.06 Time at the Start of and End of a Team Member's Shift

Team Member may be required to work unscheduled extra time, up to fifteen (15) minutes, immediately prior to starting the Team Member's shift or immediately following the end of the Team Member's shift without payment, provided the requirement to work extra hours occurs no more than one (1) time in a weekly period. However, if the extra time exceeds fifteen (15) minutes, or if extra time is required more than one (1) time within a weekly period, or is required for attendance at a regular staff meeting or other scheduled event, a minimum of one-half (1/2) hour overtime compensation will apply, with compensation in accordance with Clause 11.07.

11.07 Calculation of Overtime

Overtime payment or compensating time off shall be calculated to the nearest quarter hour. Overtime pay shall be calculated based on the hourly rate in effect at the time overtime is worked regardless of any subsequent retroactive change in that rate.

ARTICLE 12  
PREMIUM PAYMENTS

12.01 Shift Differential

A Team Member scheduled by ATB to work shifts shall receive two dollars and twenty-five cents (\$2.25) per hour for normal shift hours worked between 8:00 p.m. and 6:00 a.m. Shift differential shall not be included with the Team Member's regular rate of pay for purposes of computing overtime payments, other premium payments, or any Team Member benefits. Shift differential shall not be paid on any hours for which a Team Member receives overtime compensation.

12.02 Weekend Work Premium

- (a) A Permanent or Term Team Member who works Saturdays shall receive a weekend premium of one dollar and fifty cents (\$1.50) per hour for each hour worked from midnight Friday to midnight Saturday.
- (b) A Team Member who works Sunday shall receive a weekend premium of two dollars and twenty-five cents (\$2.25) per hour for each hour worked from midnight Saturday to 6:00 a.m. Monday.
- (c) The weekend premium shall not be paid to a Team Member who receives overtime compensation for working Saturday or Sunday as a day of rest.
- (d) At no time shall weekend work premiums be included with the Team Member's regular rate of pay for the purpose of computing overtime payments, other premium payments, or any Team Member benefits.

ARTICLE 13  
CALL BACK PAY

13.01 Subject to Clause 13.03, when a Team Member is called back to work they shall be compensated at the applicable overtime rate for all hours worked and the time spent travelling directly to and from work, or equivalent time off in lieu subject to the provisions of Clause 11.04.

13.02 There shall be no minimum guaranteed compensation nor compensation for time spent traveling if the call back is immediately prior to a normal working period.

13.03 Telephone Calls

- (a) Team Members who are designated by ATB to receive urgent work related telephone calls at home outside of normal working hours shall be compensated a minimum of thirty (30) minutes per call at the applicable overtime rate or the equivalent time in lieu.

- (b) Compensation for responding to telephone calls at home will not be paid in circumstances in which the telephone call results in the Team Member having to leave home to return to work. In such cases, the provisions of Clauses 13.01 and 13.02 shall apply.

ARTICLE 14  
DEFINED LOCATION SUPPLEMENTARY ALLOWANCE

14.01 A Team Member who is employed in the following locations shall be paid in addition to their base salary, a Supplemental Allowance for each month served, on the following basis:

- (i) North of the 57th parallel of north latitude - \$550.00
- (ii) Banff National Park - \$400.00
- (iii) Canmore - \$400.00
- (iv) Fort McMurray - \$1,200.00
- (v) Jasper National Park - \$200.00

14.02 For partial months of employment, a Team Members eligible for Defined Location Supplementary Allowance shall receive payment in accordance with the following formula:

Allowance X number of hours worked at straight time rates  
157.67

14.03 A Team Member not residing in a location specified in Clause 14.01, who is on travel status or is in receipt of any subsistence allowance will not be eligible for Defined Location Supplementary Allowance.

14.04 ATeam Member who otherwise qualifies for the allowance shall continue receiving the allowance for any period of approved leave with pay. However, the allowance shall not be paid to a Team Member for any period they are on leave without pay.

ARTICLE 15  
PAID HOLIDAYS

15.01 Permanent and Term Team Members are entitled to one day's paid leave for each of the following holidays.

- |                |                  |
|----------------|------------------|
| New Year's Day | Labour Day       |
| Family Day     | Thanksgiving Day |
| Good Friday    | Remembrance Day  |
| Victoria Day   | Christmas Day    |

Canada Day                      Boxing Day  
Heritage Day (August)

All Paid Holidays shall be observed on the day designated by ATB with the exception that for Team Members in seven-day per week operations, Paid Holidays shall be observed on the calendar day of the holiday.

The provisions of this Article will also apply to any additional holiday that is proclaimed by applicable legislation and which ATB is required by statute to provide as a paid holiday.

15.02      Floater Days

Permanent and Term Team Members who have completed twelve (12) months of continuous service shall be entitled to two (2) additional paid days off in each calendar year as of January 1. The paid days off shall be taken during the calendar year as mutually agreed between ATB and the Team Member.

For new Team Members, those who commenced prior to July 1 shall be entitled to two floater days off with pay for the calendar year in which they commence. Team Members who commence after July 1 shall be entitled to one (1) floater day off with pay for the calendar year in which they commence.

15.03      Full-time Permanent or Term Team Members working compressed work week schedules as provided in Clause 10.02 (a) shall receive paid leave for their normally scheduled hours for each of the paid holidays that fall on their regularly scheduled working days. If a day designated as a holiday falls on a scheduled day off and no alternate day off is provided in lieu of the holiday, the Team Member will receive additional straight-time pay for the day based on their average daily hours of work.

15.04      When a day designated as a holiday under Clause 15.01 falls during a Permanent or Term Team Member's work week and a Permanent or Term Team Member is not required to work, the Team Member shall be granted holiday leave on that day based on scheduled hours for the day.

When a day designated as a holiday under Clause 15.01 falls on a Permanent or Term Team Member's regularly scheduled day of rest, and the Team Member is not required to work, the Team Member shall be granted holiday leave on the day observed as the holiday based on the Team Member's regular hours of work, and the day of rest shall be rescheduled.

15.05      When a Permanent or Term Team Member works on one of the holidays listed in Clause 15.01, the Team Member shall receive the Team Member's regular salary plus time and one-half for all hours worked.

15.06 In lieu of Paid Holidays, Casual Team Members shall receive, in addition to their regular wage earnings, pay at 4.4% of their regular wage earnings paid each pay period during their first year of employment and thereafter 5.2% of their regular wage earnings. In addition, any hours worked by Casual Team Members on a paid holiday shall be compensated at time and one-half the Team Member's regular hourly rate.

ARTICLE 16  
ANNUAL VACATION LEAVE

- 16.01 (a) Vacation with pay will be granted to Permanent and Term Team Members in advance on January 1 of each calendar year and upon commencement for new hires.
- (b) Full-time Permanent and Term Team Members hired on or after May 1, 1998 will receive vacation based on the following schedule of annual entitlement:

Less than three years of completed service	72.50 hours
Three to ten years of completed service	108.75 hours
Eleven to twenty years of completed service	145.00 hours
More than twenty years of completed service	181.25 hours

Vacation will be earned at the rate of one-twelfth (1/12) of the above hours for each month of service within the calendar year in which the vacation is granted provided that the Team Member is actively employed on the fifteenth (15th) day of the month.

- (c) A Team Member with less than three (3) years of service who schedules all vacation entitlement during non-peak periods will be eligible for an additional five days of paid vacation to be used during non-peak periods in the same calendar year. The additional days cannot be carried over to the next calendar year. Peak periods include July, August and December 15-31.
- (d) Full-time Permanent and Term Team Members hired prior to May 1, 1998 will receive vacation based on the following schedule of annual entitlement:

Less than eight years of completed service	108.75 hours
Eight to fifteen years of continuous service	145.00 hours
Sixteen to twenty-four years of completed service	181.25 hours
Twenty-five or more years of completed service	217.50 hours

Vacation will be earned at the rate of one-twelfth (1/12) of the above hours for each month of service within the calendar year in which the vacation is granted.

Effective January 1, 2010, the above vacation schedule will be deleted. Team Members hired prior to May 1, 1998 will transition to the vacation schedule specified in Clause 16.01(b). The level of vacation entitlement for such Team Members will not be reduced as a result of this transition and will be maintained until such time as they are eligible for additional annual vacation under the post 1998 vacation schedule identified in 16.01(b).

- (e) Part-time Permanent and Term Team Members shall receive pro-rated vacation entitlement based on their normal schedules. For example, a part-time Team Member working 60% of full-time hours is eligible for 60% of the above hours.

Upon Team Member request, vacation credits for Part-time Team Members will be reviewed on an annual basis. If, over the course of the previous calendar year, the Team Member worked in excess of ten percent (10%) over their normal schedule, vacation credits will be adjusted accordingly to reflect the additional hours.

16.02 An Team Member shall earn vacation leave during the following absences:

- (a) the first forty-four (44) consecutive work days of sick leave or absence during Workers' Compensation Supplement; and
- (b) any other leave of absence with or without pay for the first twenty- two (22) work days.

16.03 If one or more paid holidays falls during a Team Member's annual vacation period, another day or days may be added at the end of the vacation period or at a time authorized by ATB.

16.04 Except as is otherwise provided herein, vacation leave shall be taken:

- (a) by December 31 of the calendar year in which it is granted; and
- (b) at times approved by the Employer.

16.05 A maximum of five (5) days or one week (pro-rated for part-time Team Members) of vacation is eligible for carry-over. Vacation that is carried over must be used by March 31 of the following calendar year. Additional vacation carry-over is subject to ATB approval.

16.06 A Team Member on an unexpected leave of absence at the end of the calendar year who has more than one week of unused vacation will be permitted to carry unused vacation until the end of the calendar year following the year of their return.

16.07 Where a Team Member is allowed to take any leave of absence, other than sick leave, in conjunction with a period of vacation leave, the vacation leave shall be deemed to precede the additional leave of absence, except in the case of maternity leave which may be authorized before or after vacation leave.

16.08 Scheduling of Annual Vacation

- (a) The annual vacation approval process will be completed by February 28 of each calendar year. Subsequent vacation requests shall be approved or denied within fourteen (14) days of the Team Member making the request.
- (b) ATB shall, subject to operational requirements, make every reasonable effort to grant Team Member requests for at least two weeks of annual vacation entitlement during the summer (June, July, and August) months.
- (c) Where a scheduling conflict arises that cannot be resolved between the affected Team Members, preference will be given to the Team Member with the most continuous service.
- (d) Where a Team Member does not request scheduling of vacation carry-over and/or requests the vacation carry-over be scheduled at a time that cannot be granted due to operational requirements, ATB may unilaterally schedule the carry-over to be taken prior to March 31<sup>st</sup> of the year following the calendar year in which the vacation was earned.

16.09 Once vacations are authorized they shall not be changed except by mutual agreement other than in cases of emergency or termination of employment prior to scheduled vacation.

16.10 Team Member who fails to return to work following the last day of authorized vacation leave shall be considered to have absented himself from employment and the provisions of Clause 31.03 shall apply.

16.11 A Permanent or Term Team Member shall not be paid cash in lieu of vacation earned, except upon termination in which case they shall receive vacation pay for such vacation earned but not taken, or as provided through the Flexible Benefits Plans or on an exception basis, subject to ATB approval.

16.12 Upon termination of employment, a deduction will be taken from the Team Member's final pay for any unearned vacation days that have been utilized.

16.13 In lieu of annual vacation leave and vacation pay, Casual Team Members hired prior to May 1, 1998 shall receive, in addition to their regular wage earnings, vacation pay at 6.0% of their regular wage earnings paid each pay period. If these Team Members are subsequently employed in a permanent or term position without a break in employment, they shall receive vacation entitlement as set out in Article 16.01(d).

Casual Team Members hired on or after May 1, 1998 shall receive, in addition to their regular wage earnings, vacation pay at 4.0% of their regular wage earnings paid each pay period. Upon completion of five (5) consecutive years of casual employment, vacation pay for these Team Members will increase to 6.0% of their regular earnings paid each pay period.

ARTICLE 17  
SPECIAL LEAVE

17.01 Bereavement Leave

- (a) In the event of a death of an immediate family member as defined in Article 1, a Permanent Team Member shall be entitled to receive thirty-six and a quarter hours (36.25) for regularly scheduled shifts lost from work during the period of mourning or for the period of the burial, which commences on the day:
  - (i) of death, or
  - (ii) the Team Member receives notification of the death or
  - (iii) of burial.

In any case, the Team Member shall notify ATB of the request for time off work prior to the next scheduled shift.

- (b) In the event of a death of another relative or close friend or as pall- bearer, ATB shall grant seven and a quarter hours (7.25) off with pay to attend the funeral services.
- (c) Where travel of between two hundred and fifty (250) and seven hundred and fifty (750) kilometers one way is required ATB shall extend bereavement leave by fourteen and a half (14.50) additional hours.
- (d) Where travel in excess of seven hundred and fifty (750) kilometers one way is required, ATB shall extend bereavement leave by twenty-nine (29) additional hours.

17.02 Family Leave

- (a) If a Permanent Team Member is unable to report to work as the result of illness in the immediate family or any pressing medical necessity requiring the Team Member's personal attention, they shall inform ATB of such with as much advance notice as possible. Special leave for family illness will not exceed thirty-six and a quarter (36.25) hours in a calendar year. If additional time is required to care for family members, it will be vacation or banked time and is subject to ATB approval.
- (b) A Team Member may be required to submit proof satisfactory to ATB demonstrating the need for Family Leave.

17.03 Other Leaves With Pay

A Permanent Team Member who requires time off from work, may be granted other leave as outlined below without loss of pay upon approval by ATB.

Up to 21.75 hours of Special Leave to attend to matters that require the Team Member's personal attention, including but not limited to administration of an estate, disaster or emergency conditions, to be present at birth or adoption proceedings of a Team Member's child, to attend formal hearings to become a Canadian Citizen or similar events.

17.04 Total special leave will not exceed ninety four and a quarter (94.25) hours in a calendar year.

17.05 Part-time Permanent Team Members shall receive prorated entitlement for bereavement leave, family leave and other special leaves based on their normal schedule (for example a Part-time Team Member working 60% of a Full-time Team Member's schedule is eligible for 60% of the above hours). Upon request, special leave entitlements for Part-time Team Members will be reviewed on an annual basis. If, over the course of the previous calendar year, a permanent Part-time Team Member has worked more than ten percent (10%) in excess of their normal schedule, special leave entitlement for that year will be adjusted accordingly.

ARTICLE 18  
CASUAL ILLNESS

18.01 "Casual Illness" means an illness which causes a Permanent or Term Team Member to be absent from duty for a period of three (3) consecutive work days or less.

18.02 If a Permanent or Term Team Member becomes ill at work or requires time off for the purposes of attending a dental, physiotherapy, optical, medical or such other appointment, provided prior authorization has been given by ATB and the Team Member works more than half the hours scheduled that day, such absence will not be charged against the Member's casual illness eligibility, nor shall a deduction in pay be made for the time lost.

18.03 Permanent or Term Team Members shall be eligible for a maximum of seventy-two and one-half (72.5) hours of casual illness leave with pay in each calendar year of employment. Upon initial appointment to a Permanent or Term position, Team Members will receive pro-rated casual illness benefits for the remainder of the calendar year. Casual illness benefits will be reinstated as of January 1 of each year.

Part-time Permanent and Term Team Members shall receive pro-rated casual illness eligibility based on their normal schedules. For example, a part-time Team Member working 60% of full-time hours will be eligible for forty-three and one-half hours of casual illness leave.

Each hour of casual illness used within a calendar year will be deducted from the casual illness leave eligibility for that calendar year.

18.04 This Article is subject to Article 20.

ARTICLE 19  
GENERAL ILLNESS

19.01 "General Illness" means a medical condition which requires a Permanent or Term Team Member to be absent from duty for a period of more than three (3) consecutive work days.

In cases where the illness leave is more than three (3) consecutive work days, the full period will be general illness leave.

General Illness Leave shall not exceed five hundred eighty (580) consecutive working hours for a Full-time Permanent or Term Team Member.

Part-time Permanent or Term Team Members shall receive this benefit prorated to the maximum number of working hours of General Illness Leave set out in this Article based on their normal schedule. For example a Part-time Team Member working 60% of a full-time schedule would be eligible for a maximum of 348 consecutive working hours (60% of 580). A Permanent or Term Part-time Team Member who has worked more than ten percent (10%) in excess of their normal hours in the course of the previous twelve (12) month period may request a review of general illness eligibility for that year. General illness eligibility will be adjusted to reflect such additional hours.

General Illness Leave shall be in addition to any casual illness eligibility specified in Article 18.

19.02 General Illness eligibility will be established as of January 1 of each calendar year and upon appointment for newly appointed Permanent and Term Team Members. Provided the Permanent or Term Team Member is not then absent from work due to illness pursuant to Clause 19.01, the Team Member at the commencement of each calendar year will be eligible for General Illness Leave at the specified rates of pay in accordance with the following Sub-clauses, with eligibility pro-rated for Part-time Team Members. The application of such General Illness leave shall be as set out in accordance with Clause 19.03:

- (a) Illness commencing in the first partial calendar year of employment - 100% of normal salary for each of the first 72.5 working hours of illness and 70% of normal salary for 507.5 working hours of illness.
- (b) Illness commencing on or after January 1 of the calendar year following the Team Member's initial appointment to a Permanent or Term position - 100% of normal salary for each of the first 108.75 working hours of illness and 70% of normal salary for each of the next 471.25 working hours of illness.

- (c) Illness commencing on or after January 1 of the second calendar year following the Team Member's initial appointment to a Permanent or Term position - 100% of normal salary for each of the first 181.25 working hours of illness and 70% of normal salary for each of the next 398.75 working hours of illness.
- (d) Illness commencing on or after January 1 of the third calendar year following the Team Member's initial appointment to a Permanent or Term position - 100% of normal salary for each of the first 253.75 working hours of illness and 70% of normal salary for each of the next 326.25 working hours of illness.
- (e) Illness commencing on or after January 1 of the fourth calendar year following the Team Member's initial appointment to a Permanent or Term position - 100% of normal salary for each of the first 326.25 working hours of illness and 70% of normal salary for each of the next 253.75 working hours of illness.
- (f) Illness commencing on or after January 1 of the fifth or any subsequent calendar year following the Team Member's initial appointment to a Permanent or Term position - 100% of normal salary for each of the first 435 working hours of illness and 70% of normal salary for each of the next 145 working hours of illness.
- (g) Notwithstanding the provisions of paragraphs (a) through (f) above, general illness absences arising from bone marrow and organ donations will be paid at 100% of the Team Member's normal salary.

19.03

- (a) Subject to Sub-clause 19.03 (b), a Permanent or Term Team Member upon return to active work after a period of general illness of less than five hundred and eighty (580) consecutive working hours will have:
  - (i) illness leave benefits reinstated pursuant to Clause 19.02 when the Team Member returns to work in the next calendar year; or,
  - (ii) any illness leave days used for which normal salary was paid at the rate of 100% or 70% reinstated for future use at the rate of 70% of normal salary, within the same calendar year.
- (b) Such reinstatement shall only occur where a Permanent or Term Team Member has not taken any general illness leave for the same or related illness during the first seventy-two and one-half (72.5) working hours following the date of return to active work.

19.04

For purposes of this Article, the maximum period of continuous absence recognized shall be five hundred and eighty (580) consecutive working hours.

- 19.05 General Illness benefits will not extend beyond the set expiry date of the employment term for Term Team Members.
- 19.06 When a day designated as a Paid Holiday falls within a period of general illness it will be counted as a day of general illness and under no circumstances shall a Permanent or Term Team Member receive any additional benefit in respect of that day.
- 19.07 At the end of the period of general illness benefits under this Article, a Permanent or Term Team Member shall be subject to Article 21 (LTDI).
- 19.08 In the event that an Team Member receives benefits under the provisions of this Article as a result of a wrongful act or omission of a third-party, ATB is subrogated to any rights of recovery of the Team Member in the amount of any benefits paid.

ARTICLE 20  
PROOF OF ILLNESS

- 20.01 To obtain illness leave benefits, ATB may require a Permanent or Term Team Member to provide a proper medical certificate or other satisfactory proof of illness.
- ATB may also require the Team Member to provide satisfactory proof of attendance at a medical, dental, physiotherapy, optical, or such other appointment when time off from work is granted to attend such appointments.
- Medical certificates will not ordinarily be required for casual illness. Where warranted, however, a Team Member may be put on notice that medical certificates or other satisfactory proof of illness may be required for future incidents of casual illness.
- Where a Team Member is required, pursuant to this Clause, to provide a medical certificate or proof of attendance at an appointment, they shall be advised prior to their return to work.
- 20.02 To obtain general illness leave benefits, a Permanent or Term Team Member is required to provide a proper medical certificate or other satisfactory proof of illness.
- 20.03 A Permanent or Term Team Member is not eligible to receive casual illness or general illness benefits if the absence is due to an injury from employment with another employer and the injury is compensable through Workers Compensation benefits.
- 20.04 Team Members may be required to provide medical evidence respecting their health status and ability to perform their duties or modified duties when returning from illness leave or when attendance levels are a concern.

- 20.05 Should a Team Member incur expense(s) as a result of an ATB request for a medical certificate or proof of attendance, such expense(s) will be reimbursed to the Team Member to a maximum of one hundred dollars (\$100.00). Should ATB request additional medical information, such expense(s) will be reimbursed to the Team Member to a maximum of one hundred and twenty five dollars (\$125.00) per incurred expense.

ARTICLE 21  
HEALTH BENEFITS

- 21.01 Team Members will participate in the ATB Financial Flexible Benefit Plan. Benefit coverage, eligibility conditions and cost sharing provisions will be according to conditions of the insurance policy and plan conditions. Part-time Team Members must have a normal work schedule of at least forty percent (40%) of the equivalent full-time position to be eligible to participate. Term Team Members will receive only the automatic benefits and will not participate in flexible benefit enrolment. Casual Team Members are not eligible to participate.
- 21.02 All benefit plan provisions specified in this Article shall be in accordance with the provisions outlined in the ATB Financial Flexible Benefit Plan. ATB has the right to change benefit service providers so long as comparable benefits are maintained. The terms of the policies of insurance and plan conditions will not be considered as incorporated into this Agreement by reference or by necessary intendment. Differences respecting any matters related to the administration and application of the benefit plan are therefore not subject to the grievance and arbitration provisions of this Agreement. The Union will be provided with a copy of the ATB Financial Flexible Benefit Plan provisions upon request.

ARTICLE 22  
WORKERS' COMPENSATION

- 22.01 In accordance with the Workers' Compensation Act, when a Team Member sustains an injury in the course of their duties with the Employer; the Team Member shall report the injury to ATB. ATB shall record the date, time and nature of the injury on a form to be signed by the injured Team Member. The Team Member and ATB shall complete the required forms for Workers' Compensation.
- 22.02 If the claim of a Full-time Permanent Team Member is approved by the Workers' Compensation Board, the Team Member shall be paid their regular full salary during the period they are required to remain off work up to five hundred and eighty (580) consecutive working hours.

Part-time Permanent Team Members shall receive a prorated maximum number of working hours based on their normal schedule. For example a Part-time Team Member working 60% of a Full-time Team Member's schedule would be eligible for a maximum of 348 consecutive working hours (60% of 580).

If the Permanent Team Member has not returned to work due to injury before their maximum entitlement has expired, they shall then be paid according to the rate prescribed by the Workers' Compensation Act.

- 22.03 The eligibility period specified in Clause 22.02 shall not apply in the event of a recurrence of a disability due to a previously claimed injury, payable under this supplement, unless the Permanent Team Member has not used the total eligibility period in which case the unexpended period of eligibility may be applied.
- 22.04 When a paid holiday falls within a period of time a Permanent Team Member is eligible to receive Workers' Compensation Supplement, it shall be counted as a day of Workers' Compensation Supplement, and under no circumstances shall a Team Member receive any additional entitlement in respect of that day.
- 22.05 A Team Member who is injured on the job during working hours and who is required to leave the job site for treatment, or is sent home as a result of such accident or injury, shall not suffer loss of pay for that day's work, regardless of the time of injury. That day shall not be deducted from the eligibility period specified in Clause 22.02.
- 22.06 The Parties agree that the Workers' Compensation Supplement is intended only for the purpose of protecting a Permanent Team Member from loss of income while she is unable to work because of injury.
- 22.07 A Team Member who receives Workers' Compensation benefits and who at the commencement of absence from work is participating in the Benefit Plan according to Article 21 shall continue to be covered according to plan and policy conditions throughout the period the Team Member is receiving temporary Workers' Compensation benefits. Premium contributions shall continue to be paid by ATB and the Team Member.

### ARTICLE 23 PROBATION

- 23.01 A person appointed to a permanent position with ATB shall serve a probationary period prior to becoming a Permanent Team Member. The period of probation shall start on the date of commencement and shall be six (6) months. The period of probation may be extended by mutual agreement between ATB and the Union for a period of up to six (6) months.

- 23.02 Where a Team Member is absent for reasons other than vacation or paid holidays for a cumulative total of twenty-two (22) days or more during the period of probation, the probationary period will automatically be extended by the number of days absent.
- 23.03 A Team Member term or casual service with no change in duties and no break in service prior to appointment to a permanent position will be credited toward completion of the probationary period.
- 23.04 A Probationary Team Member is considered to be a Permanent Team Member for the purposes of applying Articles 12, 15, 16, 17, 18, 19, 20 and 22.

ARTICLE 24  
DISCIPLINARY ACTION

- 24.01 No Team Member shall be disciplined or dismissed without just cause.
- 24.02 When a Team Member has been given a written reprimand, suspension, disciplinary demotion or is dismissed from employment, the Team Member shall be informed in writing as to the reason(s) for such action.
- 24.03 When a Team Member is to be presented with a written notice of discipline, the Team Member shall be notified twenty-four (24) hours in advance of the time and place of the interview and shall be informed of their right to union representation. In cases where there is a Union Steward acceptable to the Team Member who is able to attend or where the Team Member elects to proceed without union representation, the meeting may proceed with less than twenty-four (24) hours notice. Where the Union Steward is not available within twenty-four hours, the timeframe will, at the request of the Union, be extended to forty-eight (48) hours.
- A Team Member who is subject to an investigative meeting where there is a reasonable probability that the outcome may be disciplinary suspension or disciplinary termination will also be notified of their right to union representation.
- The Union Representative may participate via telephone call or video. Should a Union Representative be unavailable, the Team Member may contact a Union Steward and if required the Union Steward may, at the request of the Team Member, participate in the disciplinary interview via telephone conference call or video arranged at a time appropriate in the context of operating needs.
- 24.04 Team Member Files
- A Team Member who has been subjected to disciplinary action may, after twenty-four (24) months of continuous service from the date the disciplinary action was invoked, request that their personal file be purged of any record of the disciplinary action. Such request will be granted providing:

(a) the Team Member's file does not contain any further record of disciplinary action of a similar nature during that twenty-four (24) month period; and

(b) the disciplinary action is not the subject of an unresolved grievance.

If the Team Member has not requested the file be purged of the disciplinary action, and the above requirements are met, it shall not be relied upon in the application of future disciplinary action.

24.05 Upon an Team Member's request, ATB will make reasonable arrangements to have a Team Member's personnel file made available for the Team Member to examine under ATB supervision. The Team Member may request a representative of the Union to be present at the time of the examination.

24.06 The personnel file referred to in this Article is the personnel file of a Team Member maintained by ATB. Except as provided hereinafter this file shall contain copies of all documentation pertaining to the Team Member. No information pertaining to interview records, documentation of security interviews (including notes, video and audio recordings), reference checks, or medical information shall be placed in this file.

## ARTICLE 25 ADOPTION/PARENTAL LEAVE

25.01 A Team Member who has completed ninety (90) days of continuous service before commencing leave and who adopts a child or who has the care and custody of a new born child shall be granted leave of absence without pay for up to sixty-two (62) weeks. The Team Member shall furnish proof of birth or adoption and shall give ATB reasonable notice in writing of the date on which the leave is to commence.

25.02 Adoption/parental leave may begin at any time after the birth or adoption of the child but it must be completed within seventy-eight (78) weeks of the date a baby is born, or an adopted child is placed with the parent. A birth mother who takes both parental leave and maternity leave must take the leaves consecutively.

25.03 A Team Member granted leave without pay pursuant to Clause 25.01 shall, upon return to work, be returned to their former position or be placed in another comparable position with ATB at not less than the same salary that had accrued to them prior to commencing leave, and at the same level of benefits. Team Members will be required to give ATB two (2) weeks notice in writing of their intention to return to work.

25.04 A Team Member who at the commencement of Adoption/Parental Leave is participating in the Benefit Plan according to Article 21 shall continue to be covered according to the plan and policy conditions throughout the period of Parental/Adoption Leave. The Team Member will authorize that the appropriate deductions, if applicable, be made from their personal account for the portion of the leave that is without pay.

ARTICLE 26  
MATERNITY LEAVE

26.01 In this Article "date of delivery" means when the pregnancy of a Team Member terminates with the birth of a child or the pregnancy otherwise terminates.

26.02 A Team Member who has completed ninety (90) days of continuous service before commencing leave, shall be granted up to sixteen (16) weeks maternity leave without pay. A pregnant Team Member should apply for maternity leave as soon as possible prior to their expected date of delivery, but in any case shall give ATB at least two (2) weeks notice in writing of the date on which they intends to commence maternity leave.

26.03 Team Member who is eligible for maternity leave shall take at least six (6) weeks of such leave immediately following the actual date of delivery. The Team Member, with the agreement of ATB, may shorten this six (6) week period by providing ATB with a medical certificate indicating the resumption of their full duties will not endanger their health.

26.04 A Team Member granted leave without pay pursuant to Clause 26.02 shall, upon return to work, be returned to their former position or be placed in another comparable position with ATB at not less than the same salary that had accrued to them prior to commencing leave, and at the same level of benefits. Team Members will be required to give ATB two (2) weeks notice in writing of their intention to return to work.

26.05 Notwithstanding any date initially selected for the start of maternity leave, if a Team Member subsequently indicates in writing that they are no longer able to carry out their full normal duties, they may commence their maternity leave at an earlier date.

26.06 A pregnant Team Member who presents medical evidence from their physician which satisfies the Employer that continued employment in their present position may be hazardous to themselves or to their unborn child, may request a transfer to a more suitable position if one is available.

26.07 Notwithstanding any other provisions of this Article, a pregnant Team Member may qualify for a Supplemental Employment Insurance Benefit (S.E.B.) covering the period they have provided medical evidence from their physician which satisfies ATB they are unable to do their job.

A Team Member must apply and when approved, submit to ATB, proof of receipt of Employment Insurance maternity benefits, in order to be paid the S.E.B. payments. Leave then taken under this Supplemental Plan shall be considered to form part of the sixteen (16) weeks maternity leave without pay for the purposes of Clauses 26.02 and 26.03. A Team Member who is eligible for S.E.B. plan shall not be eligible for casual illness leave or general illness benefits.

26.08 A Team Member who at the commencement of Maternity Leave is participating in the Benefit Plan according to Article 21 shall continue to be covered according to plan and policy conditions throughout the period of Maternity Leave. The Team Member will authorize that the appropriate deductions, if applicable, be made from their personal account to maintain benefits for the portion of the leave that is without pay.

#### ARTICLE 27 COURT LEAVE

27.01 When a Permanent or Term Team Member is summoned or subpoenaed as a witness (except in legal proceedings initiated by the Team Member) or is required to serve as a juror under the Jury Act, they shall be allowed leave with pay, but any monies receivable by the Team Member for witness or juror fees shall be paid to ATB.

#### ARTICLE 28 LEAVES OF ABSENCE

28.01 A Permanent Team Member may request a leave of absence without pay. To be considered, the request must normally be submitted at least two (2) weeks in advance of the anticipated date of commencement of the leave. Where operational requirements permit and upon approval of ATB, the leave without pay shall be granted.

28.02 A Team Member who absents themselves from their employment and who has not contacted and discussed the reason for their absence with their direct leader the Team Member shall, after three (3) consecutive work days of such unauthorized absence, be considered to have abandoned their position and will be deemed to have resigned, unless it is subsequently shown by the Team Member that special circumstances prevented them from reporting to work.

28.03 Requests for leave without pay on religious holidays will be considered, provided adequate notice of the request is given.

28.03 Military Leave

A Team Member is required by military authorities to attend training or perform military services shall be granted leave without pay.

28.04 Compassionate Care Leave

(a) When a Team Member with a qualified person in the end-stage of life, who is dying or at significant risk of death within twenty-six (26) weeks, the Team Member shall be entitled to leave of absence without pay but with health benefits at the normal cost sharing of premiums including defined benefit pension, for a period of up to twenty-six (26) weeks.

Qualified person means an immediate family member defined as mother, father, spouse including fiancé(e) or child in accordance with the compassionate care benefit under Employment Insurance legislation.

(b) In order to qualify for leave under this provision, the Team Member shall meet the eligibility requirements of the Employment Insurance regulations.

(c) Team Members may be required to submit to ATB satisfactory proof demonstrating the need for compassionate care leave.

28.05 A Permanent Team Member who, at the commencement of a Leave Without Pay, is participating in the Benefit Plan according to Article 21 shall continue to be covered according to the plan and policy conditions throughout the period of Leave Without Pay. The Team Member will authorize that the appropriate deductions, if applicable, be made from their personal account to maintain benefits.

ARTICLE 29  
STAFF REDUCTIONS

29.01 It is ATB's goal to maintain job security for Permanent Team Members and to manage changes in its business in a manner which recognizes the need to assist the Team Members when such changes affect their employment or security.

ATB will make a reasonable effort to effect reduction in the complement of Permanent Team Members through attrition prior to and during the following staff reduction process, which applies to Permanent Team Members only.

29.02 ATB shall give a Permanent Team Member at least sixty (60) calendar days prior written notice of a staff reduction resulting from the elimination of the Team Member's position. ATB will provide a copy of the written notice to the Union.

29.03 When a staff reduction results in the elimination of a Permanent Team Member's position, they shall endeavor to obtain an alternate position through consultation with ATB and Union Representative and by applying for available vacancies.

29.04 Separation Allowance

- (a) A Separation Allowance will be provided for Permanent Team Members with at least one (1) year of continuous service with ATB Financial. The Separation Allowance will apply to Permanent Team Members who have not secured ongoing employment with ATB or with a successor Employer.

If alternate employment has not been offered to the Team Member within a radius of forty (40) kilometers of the Team Member's work location and in a bargaining unit position with the same or better base pay, a Team Member may choose to either receive Separation Allowance or be posted to another available position.

This will be the Team Member's choice.

Eligible Permanent Team Member will be entitled to receive a Separation Allowance at their regular rate of pay according to the following schedule:

Full Years of Continuous Employment	Separation Allowance – Weeks of Pay at Regular Rate of Pay
1	4
2	8
3	11
4	15
5	20
6	23
7	26
8	29
9	32
10	35
11	38
12	41
13	44
14	48
15-20	52
21-25	56
26 plus	60

In addition, a Team Member will be eligible for an allowance for expenses incurred for retraining, career counseling and/or job search assistance for up to six (6) months after termination under this Article. The allowance for an eligible Team Member will be one thousand dollars (\$1,000.00) plus an additional one hundred dollars (\$100.00) for each full year of continuous service.

- 29.05 Upon payment of the Separation Allowance, a Team Member's employment shall be terminated and the Team Member shall have no further rights under this Agreement.
- 29.06 During the period of notice of staff reduction pursuant to Clause 29.02, ATB will allow the affected Permanent Team Member a reasonable amount of time off with pay to be interviewed by prospective external employers.

ARTICLE 30  
SAFETY AND HEALTH

- 30.01 ATB and the Union agree to cooperate on workplace health and safety issues. The parties acknowledge active participation of everyone is required to maintain appropriate health and safety standards.
- 30.02 A Team Member shall immediately notify ATB when they have an incident at work that results in injury or that had or has the potential of causing serious injury or when a serious hazard is identified. ATB shall take immediate steps upon notification to address the identified incident or serious hazard. All other health and safety concerns should be identified to ATB in a timely way. ATB shall take timely and appropriate steps to address the health and safety concerns.
- 30.03 Where ATB requires an Team Member to undergo a compulsory Independent Medical Examination(s), the cost of such examination(s) shall be paid by ATB.

ARTICLE 31  
GRIEVANCE PROCEDURE

- 31.01 Definitions and Scope
- (a) A grievance is a difference arising out of the interpretation, application, operation or any contravention or alleged contravention of this Agreement or as to whether any such difference can be the subject of arbitration.
  - (b) A Policy Grievance is a difference which seeks to enforce an obligation of ATB to the Union or the Union or its members to ATB. A policy grievance shall not be an obligation that may or could have been the subject of a grievance by a Team Member.
  - (c) A grievance of a Probationary Team Member concerning termination or a grievance concerning a written reprimand or disciplinary suspension, may be subject to the Grievance Procedure except that it shall not be a subject of arbitration at Level 3.

- (d) A grievance of a Term or Casual Team Member concerning dismissal for cause or termination on any basis ATB may determine, or a grievance concerning a written reprimand or disciplinary suspension, may be subject to the Grievance Procedure except that it shall not be a subject of arbitration at Level 3.
- (e) A Permanent Team Member who also holds a casual position within the scope of the bargaining unit will be considered a Permanent Team Member for the purposes of application of this Article, except that a grievance concerning termination of the casual employment shall not be subject to Arbitration at Level 3.

31.02 Meetings During Grievance Procedure

Team Members involved in grievance proceedings including arbitration shall be provided time off with pay for grievance meetings with ATB that occur at their work location during their normal working hours. The travel expenses for Team Members attending grievance proceedings away from the Team Member's work location shall be paid by the Union.

31.03 Grievance Process

An effort shall be made to settle issues arising from the application of this Agreement fairly and promptly through discussion between the parties to avoid the need for formal grievances. In the event this process does not resolve the issue, the following grievance procedure shall apply.

Level 1

If a Team Member or a group of Team Members has a grievance, the Union, on behalf of the Team Member or group of Team Members shall submit to ATB's designated Level 1 Officer a written statement of the grievance within fourteen (14) days of the date that the Grievor(s) became aware of, or reasonably should have become aware of, the alleged grievance.

The grievance when presented in writing must be signed by the Union, supported by documented confirmation from the Team Member or group of Team Members, and shall contain:

- (1) a summary of circumstances giving rise to the grievance.
- (2) the provision(s) of the Agreement considered violated.
- (3) the particulars of the remedy sought.

ATB's Level 1 Officer or their designate shall meet with the parties and the Grievor(s) within fourteen (14) days of receipt of the grievance and shall render a decision in writing within seven (7) days of this meeting. Upon request by either party, a meeting will be held prior to the Level 1 grievance hearing for the purpose of clarification and/or resolution of the issue(s) in dispute.

#### Level 2

A Team Member not satisfied with the reply at Level 1 shall, within fourteen (14) days of receipt of that decision instruct the Union to submit their grievance in writing to ATB's designated Level 2 Officer.

ATB's Level 2 Officer or their designate shall meet with the parties and the Grievor(s) within fourteen (14) days of receipt of the grievance and shall render a decision in writing within seven (7) days of this meeting. Upon request by either party, a meeting will be held prior to the Level 2 grievance hearing for the purpose of clarification and/or resolution of the issue(s) in dispute.

#### 31.04 Variance From Grievance Procedure

The level of commencement of a grievance may be varied up to and including Level 2 by written agreement between ATB and the Union.

#### 31.05 Grievances involving dismissal, suspension without pay and demotion shall be commenced at Level 2.

#### 31.06 Policy Grievance

A Policy Grievance shall be submitted to the other Party within fourteen

(14) days of the date upon which the alleged violation of the Collective Agreement has occurred, or within fourteen (14) days from the date upon which the aggrieved Party first became aware of the subject of the grievance.

The policy grievance shall contain:

- (1) a summary of circumstances giving rise to the grievance.
- (2) the provision(s) of the Agreement considered violated.
- (3) the particulars of the remedy sought. Policy grievances shall be commenced at Level 2.

Level 3 - Arbitration

- (a) If a settlement is not reached through the above proceedings, the Union, on behalf of the Team Member (in the case of a Team Member grievance), the Union (in the case of a Union grievance) and ATB (in the case of a ATB grievance) may refer the grievance to arbitration by notice in writing that must be given within fourteen (14) days of receipt of the reply at the previous stage or level to which the grievance was advanced. Notice to ATB shall be given to the President of ATB.
- (b) The submission of a grievance to arbitration shall be to an Arbitration Board of three (3) members, one (1) to be appointed by the Union, one (1) to be appointed by ATB and a third, who shall act as Chairman, to be mutually agreed upon by the other two (2), or to a single arbitrator, or to a mediator-arbitrator.
- (c) (i) The notice referred to in Sub-clause 31.07 (a) above shall indicate which system of arbitration the party wishes to follow, and state the name of its appointee to an arbitration board or suggest one or more names of persons it is willing to accept as a single arbitrator, or mediator-arbitrator, as the case may be;
- (ii) Upon receipt of the notice referred to in Sub-clause 31.07(c) above, the other Party shall respond within seven (7) days, indicating which system of arbitration it finds acceptable in respect to the grievance. If the other Party does not respond within the said seven (7) days, the grievance will be dealt with by an Arbitration Board. If it is not agreed that a single arbitrator or mediator-arbitrator shall be used, the other Party shall state the name of its appointee to an Arbitration Board.
- The Party initiating the submission of the grievance to arbitration under 32.07 (c)(i) above shall then, within seven (7) days, state the name of its appointee to an Arbitration Board. If the other Party fails to appoint its nominee to an Arbitration Board within seven (7) days, its nominee will be appointed by the Director of Mediation Services upon request of the Party submitting the grievance to arbitration. If the other Party agrees to a single arbitrator or mediator- arbitrator, it shall suggest one or more names of persons it is willing to accept as arbitrator or mediator-arbitrator.
- (d) Each Party to this Agreement shall bear its own costs of arbitration, including the costs of its appointees to the Board. The Parties shall bear equally the costs of arbitration board chairmen, single arbitrators and mediator-arbitrators.
- (e) ATB shall grant a Team Member leave of absence with pay for the purpose of attending the arbitration of their grievance.

- (f) ATB shall grant leave of absence with pay to a witness appearing under notice to attend at arbitration proceedings.

31.08 Power of Boards of Arbitration

- (a) Arbitration Boards, single arbitrators and mediator-arbitrators are empowered to decide grievances between the Parties or persons bound by the Collective Agreement.
- (b) Arbitration Boards, single arbitrators and mediator-arbitrators shall not add to, alter, modify or amend any part of the terms of the Collective Agreement by their decision, nor make any decision inconsistent with it nor to deal with any other matter that is not a proper matter for grievance under the Collective Agreement.
- (c) Arbitration Boards, single arbitrators and mediator-arbitrators shall confine their decisions solely to the precise issue submitted to them and shall have no authority to make a decision on any other issue not so submitted.
- (d) When disciplinary action against an Team Member is involved, the Arbitration Board, single arbitrator or mediator-arbitrator may vary the penalty as is considered just and reasonable under the circumstances.
- (e) Where a grievance is heard by a three (3) member Board, the decision of a majority of the members is the decision of the Board, but if there is no majority, a decision of the Chairman governs and their decision is the decision of the Arbitration Board.

31.09 Arbitration Decisions

Arbitration decisions shall be final and binding on the Parties and all other interested persons.

31.10 Procedures and Time Limits

- (a) Time limits and procedures contained in this grievance procedure are mandatory. Failure to pursue a grievance within the prescribed time limits and in accordance with the prescribed procedures shall result in abandonment of the grievance. Failure to reply to a grievance in a timely fashion shall advance the grievance to the next level. Grievances so advanced shall be subject to time limits as if a reply had been made on the last allowable day of the preceding level in the procedure.
- (b) Time limits in this Article may be extended by written agreement between ATB and the Union Representative.

ARTICLE 32  
RESPECT IN THE WORKPLACE

- 32.01 There shall be no discrimination, restriction or coercion exercised or practiced in respect of any Team Member by either party by reason of age, race, colour, ancestry, place of origin, religious belief, gender, sexual orientation, marital or family status, disability or any other prohibited grounds as provided in the Alberta Human Rights Act, nor by reason of membership or non-membership or activity in the Union nor in respect of an Team Member's or ATB's exercising any right conferred under this Collective Agreement or any law of Canada or Alberta.
- 32.02 The parties agree to cooperate in ensuring that Team Members are able to work in an environment free from discrimination, bullying and harassment or violence.
- 32.03 ATB's investigation procedure will not limit a Team Member's right to seek redress through any other available procedure including:
- (a) Grievance procedure; and
  - (b) Alberta Human Rights Commission.

ARTICLE 33  
JOB OPPORTUNITIES

- 33.01 All permanent vacant positions to be filled shall be posted internally for five (5) business days. Job postings will include the job title, location, primary responsibilities, compensation level and indication that it is a bargaining unit position. The requirement to post may be waived under certain circumstances, including situations where:
- (a) a suitable candidate has been displaced through position abolishment,
  - (b) a suitable candidate has filled the position on a temporary basis for six months or more where the temporary position was initially filled through the internal bulletin process, or
  - (c) the position was posted within the previous three month period and not filled.
- 33.02 If candidates are equally qualified, preference will be given to internal applicants over external applicants.
- 33.03 If a Permanent Team Member fills a position on a temporary basis for a set term, their permanent status is retained and they will be returned to their former or comparable position within forty (40) kilometers and at their previous rate of pay.

ARTICLE 34  
JOB SHARING

- 34.01 A request for job sharing will be made in writing to the Branch/Department Manager with a copy to People & Culture. The proposal will identify the positions and individuals to whom it will apply.
- 34.02 A job sharing agreement will only be implemented once ATB and participating Team Members have reached mutual agreement and confirmed the agreement in writing. Failure to reach agreement will not be subject to the grievance procedure. The arrangement will not negate any terms and conditions in the agreement.
- 34.03 A signed copy of the job sharing agreement will be provided to the Team Member, ATB and the Union.
- 34.04 Once approved, any changes to the terms of the arrangement must be based on mutual agreement and must be made in writing. The job sharing agreement will continue until ATB or the Team Member(s) give notice to terminate. On termination of the job sharing agreement, each Team Member will revert to their prior categorization and designation without any loss, if available. If not available, Article 29 (Staff Reductions) shall apply.
- 34.05 Wherever possible sixty (60) calendar days notice will be provided for any change in terms or termination of the job sharing agreement.

ARTICLE 35  
TERM AND EFFECTIVE DATE

- 35.01 This Agreement shall be effective from April 1, 2017 until March 31, 2020, and shall remain in effect thereafter until a replacement Agreement is established under the *Public Service Employee Relations Act*.
- 35.02 This Agreement may be amended during its term through mutual agreement in writing between ATB and the Union.

APPENDIX "A"  
SALARY/PAY SCHEDULE

ATB retains the sole discretion to operate and amend compensation programs, such as variable pay or other forms of incentive/performance pay as an addition to the Base Pay conditions covered in this Appendix.

**BASE PAY ADJUSTMENTS**

- i. Year 1: Effective April 1, 2017 – 0%
- ii. Year 2: Effective April 1, 2018 – 0%
- iii. Year 3: Effective April 1, 2019 – Wage Re-Opener

A Team Member whose salary falls below the base pay maximum rate for their position will receive a salary adjustment of 1.0% or progression to the base pay maximum rate, whichever is less, effective April 1, 2017.

A Team Member whose salary falls below the base pay maximum rate for their position will receive a salary adjustment of 1.0% or progression to the base pay maximum rate, whichever is less, effective April 1, 2018.

A Team Member whose salary falls below the base pay maximum rate for their position will receive a salary adjustment of 1.0% or progression to the base pay maximum rate, whichever is less, effective April 1, 2019.

Team Members who have left employment with ATB will receive the above increases on written request to payroll@atb.com within sixty days of ratification of the agreement.

The Parties agree that the only item open for negotiations shall be general salary adjustment in the Salary Appendices of the Collective Agreement. This re-opener shall not be construed in any way as "opening the agreement" for negotiations on any other issues by either side. These negotiations may begin no later than September 30, 2019.

If the Parties have not been able to agree upon the general salary adjustment, at any time after October 31, 2019, either Party may give written notice to the other Party of its desire to submit resolution of the wage adjustment to interest arbitration before a three-member panel comprised of a nominee of both parties and a mutually acceptable chair. If the Parties are unable to agree upon the Chair, the Director of Mediation Services shall appoint one.

The arbitration shall be held no later than December 31, 2019.

2017 and 2018

Paygrade	Paygrade	Pay Grade Minimum	Pay Grade Maximum
A	Annual	\$30,070.68	\$37,587.57
	Bi-Weekly	\$1,156.56	\$1,445.68
	Hourly	\$15.95	\$19.94
B	Annual	\$32,605.10	\$40,756.63
	Bi-Weekly	\$1,254.04	\$1,567.56
	Hourly	\$17.30	\$21.62
C	Annual	\$34,752.48	\$43,440.86
	Bi-Weekly	\$1,336.63	\$1,670.80
	Hourly	\$18.44	\$23.05
D	Annual	\$37,602.14	\$47,003.19
	Bi-Weekly	\$1,446.24	\$1,807.82
	Hourly	\$19.95	\$24.94

APPENDIX "B"  
PAY RANGE ALLOCATIONS

Pay Range	Job Title
A	Branch Assistant Campus Assistant Mailroom Clerk Workplace Assistant
B	Administrative Assistant I Administrative Service Clerk Campus Support Administrator Customer Service Representative Data Entry Clerk Facilities Conference Coordinator Mobile Customer Service Representative Receptionist
C	Administrative Service Clerk Customer Coordinator/Greeter Customer Service Specialist Loan Services Clerk Workflow Coordinator Workflow Controller Trace
D	Administrative Assistant II Business Support Administrator CES File Coordinator Credit Assistant Customer Service Support Supervisor Forms Control Officer Senior Administrative Officer Senior Administrative Services Clerk Senior Customer Service Representative Senior Customer Service Representative – Investments Senior Fulfillment Cards Specialist Senior Loan Service Clerk Senior Operations Assistant

ATB may alter existing jobs and/or establish new jobs during the term of this Agreement and assign such jobs to a pay range. In such event, ATB shall notify the President of the Union or designate, of such altered or new jobs and their pay range allocation. On request, the parties will meet to discuss the rationale for the pay grade assignment and any issue or concerns that the Union may have with the allocation.

LETTER OF UNDERSTANDING

BETWEEN

ATB FINANCIAL

(hereinafter referred to as "ATB")

AND

ALBERTA UNION OF PROVINCIAL TEAM MEMBERS

(hereinafter referred to as "the Union")

RE: Major Workforce Reduction

In the event of a major workforce reduction, ATB will provide the Union with advance notice of not less than ninety (90) calendar days prior to the effective date. The notice will outline the nature of the reduction, including the number and location of affected Team Members. A major workforce reduction is one where thirty (30) or more permanent Team Members are impacted by position abolishment at any one time.

A joint Union-Management Committee will be established to explore options to maintain job security for permanent Team Members impacted by a major workforce reduction and to manage the required changes in a manner that recognizes the needs and interests of the affected Team Members. The Committee may discuss the application of and potential amendments to Article 29, Staff Reductions. This may include potential options such as voluntary severance, or extended notice periods. The parties may also discuss whether there are options to consider the length of service in the identification of impacted associates. In the event that the parties do not reach agreement within thirty (30) days of the date that the Union receives notice of the workforce reduction, the provisions of Article 29 will apply.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

[Redacted signature area]

August 30, 2019

Date

Aug 27, 2019

Date

LETTER OF UNDERSTANDING

BETWEEN

ATB FINANCIAL

(hereinafter referred to as "ATB")

AND

ALBERTA UNION OF PROVINCIAL TEAM MEMBERS

(hereinafter referred to as "the Union")

RE: Appendix "B" – Job Evaluation

1. A Team Member may request a review of the pay grade allocation of her job based on a material change to the duties associated with the job since it was allocated to its current pay grade or since the most recent review of the pay grade allocation. A minimum of twelve months must have elapsed since the most recent review of the job. Such requests will be submitted in writing to the Vice President of People & Culture and will include a summary of the changes to the job.
2. The review of the job will commence within thirty (30) days of receipt of the request by People & Culture. Within sixty (60) days of the receipt of the request, the Team Member and the Union will be advised in writing of the outcome of the review.
3. If, after consultation with People & Culture, but in any event no later than thirty (30) calendar days from the receipt of the decision, the Union objects to the pay grade allocation, the Union may initiate a grievance on the matter. Such grievances will be initiated at Step 2 of the grievance procedure. If the grievance is not resolved at Step 2, it may be advanced to arbitration in accordance with the provisions of Article 32 of the collective agreement.

If a difference concerning job evaluation is referred to arbitration, the arbitration board or arbitrator will take into consideration the duties of the job at the time the job evaluation request was initiated and the job evaluation plan as defined by ATB. The arbitration board or arbitrator will not have regard to pay considerations and will not add to, detract from or amend the job evaluation plan. The determination of the arbitration board will be final and binding on the Union, the Team Member and ATB.

4. ATB may also initiate a review of pay grade allocations for new or altered jobs as outlined in Appendix B of the agreement. If the review results in a change in pay grade allocation and the Union disagrees with the pay grade allocation as determined by ATB, the Union may initiate a challenge of the pay grade allocation as outlined in paragraph 3 above.

5. Jobs will be evaluated based on the job evaluation plan. A copy of the job evaluation plan will be provided to the Union. Nothing in this agreement precludes ATB from amending the job evaluation plan. Changes to the plan will be communicated to the Union in writing.
6. It is ATB's right to determine the job that is to be performed and the performance standards/expectations relating to the job. Job evaluation will be based on the requirements of the job, as defined by ATB.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION



August 30, 2019

Date

Aug 27, 2019

Date

LETTER OF UNDERSTANDING

BETWEEN

ATB FINANCIAL

(hereinafter referred to as "ATB")

AND

ALBERTA UNION OF PROVINCIAL TEAM MEMBERS

(hereinafter referred to as "the Union")

RE: Home-Based Work

The home-based work program is designed to allow a Team Member to perform their job duties from their homes on a permanent basis rather than from a physical ATB work location. For home-based Team Members, home is their primary place of work. Home-based Team Members do not have dedicated workspaces in ATB location.

The arrangement is available to Team Members based on the needs of the business and only when such an arrangement will not impede customer service. For Team Members to be eligible, the following criteria must be met:

- Successful completion of all related training and on boarding for the role
- Willingness and ability to keep customers, co-workers and leaders informed of progress, activities and commitments
- Ability to work independently and solve problems with minimal supervision and guidance
- Excellent communication skills
- Minimal absenteeism or performance concerns

Requirements will be defined based on the position and work area. Typical requirements include:

- Separate work area with a door, all extraneous noise eliminated during working hours
- Applicable home office insurance rider
- High speed internet
- First aid kit
- Locked filing cabinet and crosscutting or confetti shredder (if the Team Member is supplied with an ATB printer)

ATB may schedule a time to visit and Team Member's home to set up and install equipment as required by the position.

### Home Office Allowance

ATB will provide a home office allowance of \$50/month, paid bi-weekly. The home office allowance is provided to offset costs for:

- Home insurance rider
- Additional phone line, high speed internet connection and hook up fees
- Utility costs
- Office supplies and stationary

### ATB Equipment

ATB will provide a laptop or desktop to Team Members who work from home. Additional equipment such as printers, phone and headsets will be provided as required by the position. All equipment purchased by ATB remains the property of ATB and will be recovered by ATB should the home-based arrangement be terminated.

### Office Set Up Subsidy

ATB will provide a one-time payment of \$1000 for Team Members entering into the home office arrangement for the first time to assist with costs associated with purchasing a first aid kit, office furniture, a locked filing cabinet and cross-cutting or confetti shredder (if required). If the Team Member discontinues working from home, ATB will reclaim 100% of the payment for arrangements discontinued within the first six (6) months and 50% of the payment if discontinued between seven and 12 months.

ATB may schedule a time to visit the Team Member's home to ensure requirements are met prior to acceptance onto the program. ATB has the right to schedule future visits to ensure the requirements continue to be met. The Team Member will receive 24 hours notice or such shorter period as mandated by law in advance of such visits.

### Privacy and Confidentiality

Team Members must comply with ATB policies, including the privacy policy and Code of Conduct and Ethics. Team Members must actively ensure the confidentiality of customer information.

### Health and Safety

Home-based Team Members are eligible for Workers' Compensation benefits while performing work-related duties during working hours. To facilitate this process, Team Members must contact their immediate manager immediately in the event of an injury. ATB is not liable for loss, destruction or injury that may occur to the home or third parties while in the Team Member's home.

Termination of Agreement

The Team Member can discontinue participation in the home-based program by providing 60 calendar days notice. ATB and the Team Member may mutually agree to a shorter notice period.

ATB can discontinue the Team Member's participation in the home-based program with 60 calendar days' written notice. The written notice will not apply if there is an emergent situation or if the Team Member is being removed from the agreement for cause.

A Team Member may be temporarily reassigned to an alternate work site for operational reasons.

Travel Expenses

A Team Member shall be entitled to include travel time as part of their scheduled shift unless temporarily re-assigned or required to report to a location other than their home office for a full shift.

The Team Member shall be reimbursed for travel expenses (kilometrage, parking etc.) in accordance with ATB Policy when business travel is required. The Team Member shall be available to attend work at ATB sites for meetings, training, projects or performance appraisals etc. as directed by ATB.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

[Redacted signature area]

August 30, 2019

Aug 27, 2019

Date

Date

LETTER OF UNDERSTANDING

BETWEEN

ATB FINANCIAL

(hereinafter referred to as "ATB")

AND

ALBERTA UNION OF PROVINCIAL TEAM MEMBERS

(hereinafter referred to as "the Union")

RE: Employment Insurance Rebate or Reduction

ATB shall retain the full amount of any premium reduction, allowable under the Employment Insurance Premium Reduction Program, which is granted as a result of the benefits covering Team Members to which this Collective Agreement applies. This is in recognition of the value of benefits provided through the Wellness and Health Care Spending Accounts.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION



August 30, 2019

Date

Aug 27, 2019

Date

LETTER OF UNDERSTANDING

BETWEEN

ATB FINANCIAL

(hereinafter referred to as "ATB ")

AND

ALBERTA UNION OF PROVINCIAL TEAM MEMBERS

(hereinafter referred to as "the Union")

RE: Additional Location Supplement

The parties recognize that there may be instances where additional compensation may be warranted for specific locations on a temporary basis to address issues of recruitment and retention related to the local economic conditions.

In such cases, ATB will determine the amount and method of the market adjustment and the appropriate duration. ATB will notify the Union of the terms of the additional compensation.

Upon request of the Union within ten (10) days of receipt of notification from ATB, the parties will meet to discuss the additional location supplement. If agreement cannot be reached, ATB's recommendation shall be implemented.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

[Redacted signature area]

August 30, 2019  
Date

Aug 27, 2019  
Date

IN WITNESS WHEREOF, the Parties have executed this Collective Agreement by affixing hereto the signatures of their proper officers in that behalf.

Signed this 27<sup>th</sup> day of August, 2019.

ON BEHALF OF ATB FINANCIAL

[Redacted signature]

WITNESS

ON BEHALF OF THE ALBERTA UNION  
OF PROVINCIAL EMPLOYEES

[Redacted signature]

WITNESS