

2017 – 2018

COLLECTIVE AGREEMENT

between

ATCO Gas

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and



PLANT UNIT

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AGREEMENT

THIS AGREEMENT made as of the 1st day of January A.D., 2017.

BETWEEN:

ATCO Gas & Pipelines Ltd.,

a body corporate with head office at the City of Edmonton, in the Province of Alberta (hereinafter called "the Corporation"),

OF THE FIRST PART,

AND

NATURAL GAS EMPLOYEES' ASSOCIATION,

a trade union within the meaning of the *Labour Relations Code*, of the said Province of Alberta (hereinafter called "the Association"),

OF THE SECOND PART.

Whereas the Corporation is a public utility engaged in the business of producing, purchasing, distributing, delivering and selling natural gas and of providing services in connection therewith and supplying natural gas to the said Province of Alberta and to the inhabitants thereof and to other communities in the said province and to their inhabitants;

AND

Whereas, by Certificate No. 117-2001 (hereinafter called "the Certificate") dated the 2nd day of May A.D. 2001 and issued by the Alberta *Labour Relations Board* (hereinafter called "the Board") and made pursuant to the provisions of the Alberta *Labour Relations Code*, the Association has been certified as the bargaining agent for a unit of employees of the Corporation, comprising:

"All plant and production employees except office, clerical and technical employees of the ATCO Gas Division, as described in Certificate No. 116 - 2001."

SPIRIT OF AGREEMENT

Whereas the Corporation is an organization wherein the money of investors is combined with the judgement, abilities, experience and energy of the management and employees to provide efficient public utility service,

AND

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

AND

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

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

AND

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

AND

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

NOW THIS AGREEMENT WITNESSETH:

ARTICLE 101.00 TERM OF AGREEMENT AND COLLECTIVE BARGAINING

- 101.01** The term of this Agreement is from January 1, 2017 to December 31, 2018 and from year to year thereafter, unless notice of intention to negotiate a replacement agreement is given, as required by Article 101.02. All articles in this agreement are effective January 1, 2017, unless specified otherwise. Where the Collective Agreement is ratified after January 1, 2017, the effective date will be the ratification date, unless specified otherwise.
- 101.02** If either the Company or the Association wishes to negotiate a new collective agreement to replace this Agreement, it must give the other party written notice not more than one hundred and twenty (120) days, not less than sixty (60) days prior to the last day of this Agreement as provided under Clause 101.01.
- 101.03** If either party gives notice under Article 101.02 of their intention to negotiate a new collective agreement to replace this agreement, the parties shall meet and exchange proposals in accordance with Part 2, Division 10 of the Alberta *Labour Relations Code*.
- 101.04** The terms of this collective agreement will remain in effect and continue to bind the parties while negotiations are in process towards a new agreement and until a new collective agreement is established.
- 101.05** If negotiations reach an impasse, the parties shall establish a new collective agreement to replace this agreement through Contract Arbitration (voluntary interest arbitration) in accordance with Article 138.00 of this agreement and Part 2, Division 15 of the Alberta *Labour Relations Code*. For the purposes of section 93 of the Alberta *Labour Relations Code*, this Article 101.05 constitutes written agreement between the parties to refer matters in dispute to a voluntary interest arbitration board.

101.06 Prior to the convening of an arbitration board hearing under Article 138.00, the parties will complete their respective ratification processes, if any, to confirm which terms of the collective agreement that have been finally resolved in bargaining.

ARTICLE 102.00 APPLICATION AND RECOGNITION

102.01 This Agreement shall apply with respect to all of the Corporation's employees comprised within the bargaining unit prescribed by the Alberta Labour Relations Board Certificate No. 117-2001 or said certificate as it may be amended from time to time.

102.02 The Corporation recognizes the Association as the exclusive bargaining agent for all employees as defined in the Alberta Labour Relations Board Certificate as referred to in Article 102.01 or said certificate as it may be amended from time to time.

102.03 It is agreed that Casual employees shall not be included within the scope of this Collective Agreement. A Casual employee is defined as an employee who does not work more than 1392 regular hours within any twelve (12) calendar month period.

ARTICLE 103.00 DEFINITION OF EMPLOYEE CATEGORIES

103.01 All employees covered by this Collective Agreement shall fall into the category: of either a Permanent employee, or a Probationary employee or a Temporary employee.

103.02 A Permanent employee shall be an employee who has been appointed by written notice to a permanently established position following the successful completion of a probationary period. Appointment to the Permanent category shall be communicated to the employee and the Association in writing within seven (7) calendar days of appointment.

103.03 A Probationary employee shall be either a new employee or a temporary employee appointed to a permanently established position, for whom there shall be a one hundred and

eighty (180) calendar day trial period, during which period his employment may be terminated at Management's discretion.

A review of the performance of such employee will be discussed with him, if practicable, during the final thirty (30) days of the trial period.

- 103.04** A Temporary employee is an employee who is engaged in work that is not of a permanent or continuing nature. A temporary employee shall not work more than 540 continuous calendar days, except when the Temporary employee is hired to accommodate maternity leave, adoption leave, parental leave, sick leave and Workers' Compensation Board situations. The Corporation undertakes to notify the Association in writing of the names of employees hired in this category, upon hiring.

ARTICLE 104.00 RIGHTS OF MANAGEMENT

- 104.01** The Association agrees that it is the exclusive right of the Corporation to manage its business and to direct its working forces except to the extent to which these rights have been specifically abrogated by the terms of this Agreement.

- 104.02** Without limiting the generality of the foregoing, such Corporation rights include the right to:

- (a) Maintain order, discipline and efficiency,
- (b) Make and alter, from time to time, rules and regulations to be observed by the employees, provided that such rules and regulations are not inconsistent with this Agreement,
- (c) Determine job content, create and abolish jobs,
- (d) Hire, promote, transfer, retire, lay off because of lack of work, recall from lay off, demote (for reasons other than just cause), subject to the terms of the Collective Agreement,
- (e) Demote, discipline, suspend or discharge for just cause.

ARTICLE 105.00 HARASSMENT AND DISCRIMINATION

- 105.01** The Corporation and the Association will make every reasonable effort to ensure that employees are able to work in an environment free from harassment and bullying.
- 105.02** The Corporation and the Association shall not discriminate against an employee on any basis prohibited by the *Alberta Human Rights Act*.
- 105.03** The Corporation shall not discriminate against any employee because of his connection with the Association or his activities related thereto which are permitted by the Corporation, sanctioned by the terms of the Collective Agreement or are in accordance with those rights and privileges defined in *The Labour Relations Code* or the *Employment Standards Code*, nor shall the Association discriminate against any employee because of their non-membership in the Association or in accordance with those rights and privileges defined in *The Labour Relations Code* or the *Employment Standards Code*.

ARTICLE 106.00 MANAGEMENT RESPONSIBILITY

- 106.01 (a)** Notwithstanding Article 104.02(e) an employee, when required to meet with a representative of the Corporation for the purpose of having formal discipline applied involving written reprimand, suspension, reduction of pay, demotion or discharge, is entitled to have an Association representative present during such a meeting, should he so desire. Where an Association representative is not available, the appropriate employee designate may be substituted.
- (b)** Wherever possible, the Corporation shall inform the employee prior to such a meeting taking place, however, should the representation referred to in Article 106.01(a) be unavailable, the Corporation shall not be prevented from taking disciplinary action.
- (c)** The Corporation undertakes to forward copies of formal disciplinary letters to the Association.

ARTICLE 107.00 GRIEVANCE PROCEDURE

107.01 The Corporation and the Association both agree that the settlement of any difference, arising out of the terms of this Agreement regarding the interpretation, application, administration and any alleged violation of the Agreement and not otherwise shall be accomplished as described below in this article. Pending an investigation and possible settlement of the difference the employee shall meanwhile faithfully perform the duties assigned to him by the Corporation.

107.02 The Processing of an Employee Grievance

In the event that a difference occurs between the Corporation and one or more members of the bargaining unit and for Job Notice selection differences only, members as defined in the Alberta Labour Relations Board Certificates 116-2001, regarding the interpretation, application, administration or any alleged violation of this Agreement and not otherwise, the following procedure of settlement shall be followed:

Step 1 (a) The employee concerned, with or without the assistance of an Association representative, shall first seek to settle the difference in discussion with his Supervisor before a grievance is filed.

(b) In the case of a job posting, promotion or transfer, the Supervisor referred to in (a), shall be deemed to be the Supervisor who conducted the interview relative to the posting. An unsuccessful applicant may request the reason(s), in writing, for not being selected.

Step 2 If the difference is not resolved satisfactorily in Step 1, it then becomes a grievance. The grievance shall then be reduced to writing and signed by the grievor, setting forth as far as may be applicable, the following:

(i) the nature of the grievance, date of occurrence and the circumstances out of which it arose;

(ii) the remedy, or correction, the Corporation is required to make;

(iii) the section, or sections, of the Agreement claimed to have been violated or infringed upon.

The grievance shall be submitted to the Manager of Human Resources affected within ten (10) days of the act causing the grievance. The Vice President of the division shall arrange for a meeting with the grievor and not more than two (2) representatives of the Association and may request that other employees attend if necessary. In any event, the Vice President of the division shall make known his decision in writing to the Association and the grievor within ten (10) days of receipt of the written grievance. Where no Vice President of the division exists, the most senior level management representative within the division shall be substituted.

Step 3 If the grievance is not resolved satisfactorily in Step 2, either the Corporation or the Association may request the formation of a Grievance Committee. Such Committee shall consist of three (3) representatives appointed by the Corporation, and three (3) representatives appointed by the Association. Neither the grievor nor the officer referred to in Step 2 may be a member of the Grievance Committee. The grievance shall be presented to this Committee by either party in writing within ten (10) days of receipt of the decision in Step 2. The Grievance Committee shall give its reply, in writing, to the Association and the Corporation within six (6) days of hearing the Grievance. A majority decision of the Grievance Committee shall be binding on both parties. The Grievance Committee shall appoint its own Chairman, who shall retain voting privileges.

Step 4 (a) Should a majority of the Grievance Committee fail to agree upon a settlement, the Grievance may be referred to the officer next senior to the officer

referred to in Step 2, in writing, by the Association within six (6) days of receipt of the reply in Step 3. This officer shall make known his decision, in writing, to the Association within ten (10) days of receipt of the Grievance.

Step 4 (b) Notwithstanding the foregoing section Step 4(a), for all grievances filed by one or more Temporary or Probationary employees, if the grievance is not resolved satisfactorily in Step 3, either the Corporation or the Association can refer the grievance to the President or most Senior Executive in writing, within ten (10) days of receipt of the reply in Step 3. This officer shall arrange a meeting with both of the parties and make known his decision, in writing, to both parties, within ten (10) days of the meeting. The decision of the officer referred to in this section shall be final and binding on both parties.

Step 5 If the decision of the officer in Step 4 is unsatisfactory to the Association, the Association may then submit the Grievance to arbitration within six (6) days of receipt of the decision. The notice of submission to arbitration must be given in writing and must contain the Nominee of the Association to the Arbitration Board.

107.03 Notwithstanding the foregoing, all grievances related to discharge of a Permanent employee shall be initiated by the employee concerned, with or without the assistance of an Association representative, or by the Association itself by requesting formation of a Grievance Committee. The submission of the grievance shall state:

- (a) The nature of the grievance, date of occurrence, and the circumstances out of which it arose;
- (b) The remedy, or correction, the Corporation is required to make;
- (c) The Article, or Articles, of the Agreement claimed to have been violated or infringed upon.

The Committee shall consist of three representatives appointed by the Corporation and three representatives appointed by the Association. Neither the grievor nor any member of his Division's management may be a member of the Grievance Committee, however the grievor, upon his request, shall be able to present information relative to the grievance. The request to form a Grievance Committee must be made within ten (10) days of the discharge. The Grievance Committee shall meet within ten (10) days upon receipt of the request to form a Grievance Committee and render its decision within six (6) days of its first meeting. A majority decision of the Grievance Committee shall be binding upon both parties. The Grievance Committee shall appoint its own Chairman, who shall retain voting privileges. Should the Committee fail to reach an Agreement, the Association may proceed to Step 4 of Section 107.02.

107.04 The Processing of an Association or Corporation Grievance

Any difference arising between the Association and the Corporation from the interpretation, application, administration or alleged violation of the provisions of this Agreement may be submitted in writing by either the Association or the Corporation to the other within ten (10) days of the matter arising or coming to the attention of the party concerned, with opportunity for oral discussion between the representatives of the Association and the appropriate officials of the Corporation. Failing settlement, either the Corporation representative with whom the matter was so discussed, or the Association, may require a meeting between such Corporation representative or such other senior official in the Corporation as the Corporation may designate for this purpose, and a representative or designated committee of the Association to discuss the matter. If the matter in dispute is settled, a representative of the Corporation and a representative of the Association shall sign a Memorandum of Settlement, but if the matter is not satisfactorily adjusted within a period of fifteen (15) days from the date when the grievance was filed, either party may notify the other party of the desire to submit the matter to Arbitration and in such event, the provisions of Section 107.05 - Arbitration shall apply.

107.05 Arbitration

Within seven (7) days of receipt of the notification by the one party, the other party shall nominate its choice of Arbitrator by notice in writing. The two arbitrators, so nominated, shall meet forthwith and if within seven (7) days of their first meeting they have failed to settle the Grievance, they shall attempt to select, by agreement, the Chairman for the Arbitration Board. If they are unable to agree upon the choice of such a Chairman within a further period of twenty-four (24) hours, they shall then request the Director as defined in the ***Alberta Labour Relations Code*** to appoint a Chairman.

After the Arbitration Board has been formed by the above procedure, it shall meet within twenty-one (21) days of the appointment of the Chairman and hear such evidence as the parties may desire to present to assure a full, fair hearing, and shall render its decision in writing to the parties within fourteen (14) days after the completion of the hearing. The Chairman shall have the authority to render the decision with the compliance of either of the other members, and a decision thus rendered shall be final and binding on the parties hereto.

The Arbitration Board by its decision shall not alter, amend, add to or change the terms of this Agreement. It shall have no jurisdiction to determine any matter except the written grievance filed by an employee or group of employees or the written notice of grievance by the Association or the Corporation, as the case may be. The Arbitration Board shall be limited in its jurisdiction to the remedy or correction requested by the party grieving. In grievances concerning discharge or discipline, the Arbitration Board's jurisdiction will be in accordance with the ***Alberta Labour Relations Code***. Each of the parties to this Agreement shall bear the expense of its nominee to the Arbitration Board, and the fees and expenses of the Chairman shall be borne equally by the two parties to the dispute.

107.06 General

- (a) The time limits expressed in the foregoing sections 107.02, 107.03, 107.04 and 107.05 shall be exclusive of Saturday, Sunday and holidays.

- (b) Should the Employee or the Association fail to comply with any time limit in the grievance procedure, the grievance will be considered to be abandoned, unless the Parties have mutually agreed in writing to extend the time limits.

Should the Employer fail to comply with any time limits in the grievance procedure, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit unless the Parties have mutually agreed in writing to extend the time limits.

- (c) Notwithstanding the foregoing, the parties may mutually agree to an extension of these time limits.

ARTICLE 108.00 CONTINUITY OF SERVICE

108.01 The Association and the Corporation recognize their respective and unusual responsibility to the public and the members thereof constantly being served by the Corporation and therefore pledge that, during the currency of this Agreement, there shall not be any resort to work-stoppage, slow-down or any other type of organized interference, coercive or otherwise, which would or might interfere in anyway with the production, purchasing, distributing, delivering or selling of natural gas by the Corporation or the utilization thereof by the customers from time to time served by the Corporation. The Corporation agrees that it will not cause any lockout of employees during the currency of this Agreement.

ARTICLE 109.00 ASSOCIATION DUES

109.01 All employees now members of the Association, and all employees eligible to become members of the Association shall pay bi-weekly to the Association monies equal to the established dues of the Association as a condition of continued employment; such dues shall be deducted bi-weekly by the Corporation from the employee's pay and remitted to the Association within fifteen (15) calendar days following the deduction. The Corporation shall, when remitting such dues,

provide the names and classifications of employees from whose pay such deductions have been made. The payment of dues does not require the employee to become a member.

ARTICLE 110.00 SALARY SCHEDULES, NOTES AND APPENDICES

110.01 The provisions set forth in Salary Schedules 00, 01, 02, 02A, 05, 05A, 06, 09, 10, 11, 12 and 14, together with Notes applying to these Schedules, and Appendices respectively annexed hereto, are hereby incorporated into and made part of this Agreement and shall apply for so long as this Agreement remains in force and effect. Further, any changes to the Collective Agreement or Addendums as mutually agreed to and signed by both parties shall be attached to and form part of this Collective Agreement.

ARTICLE 111.00 NOTICES

111.01 Any notice required to be given by one party to the other hereunder shall be in writing and shall be sufficiently given, if presented by hand, emailed in PDF format, faxed or alternatively mailed to the party to whom such notice is to be given, as follows:

Corporation:

Manager, Human Resource
ATCO Gas
10035 - 105 Street
Edmonton, Alberta T5J 2V6
FAX (780) 420-3787
E-MAIL: kevin.lazarenko@atco.com

Association:

Business Agent
Natural Gas Employees' Association
#316, 9426 – 51 Avenue
Edmonton, Alberta
T6E 5A6
FAX (780) 469-2504
E-MAIL: ngea@telus.net

111.02 Each party from time to time may designate some other representative to be the person upon whom such notices are to be personally served, in lieu of the representatives theretofore so designated and/or from time to time may change its address for service hereunder, in all instances by serving the other party, in the manner hereinbefore prescribed, with written notice to that effect.

111.03 Each notice mailed as aforesaid shall be deemed to have been received and the particular notice given, upon the expiration of two (2) clear days excluding Saturdays, Sundays and holidays next following the date of such mailing.

ARTICLE 112.00 HEADINGS

112.01 The headings used throughout this Agreement are inserted for reference purposes only and are not to be considered or taken into account in construing the terms and conditions of this Agreement or of any provision herein, nor shall the same be deemed to qualify, modify or explain the effects of any such term, condition or provision.

112.02 Wherever the singular or the masculine pronoun is used throughout this Agreement, the same shall be construed as meaning the plural or the feminine where the context or the parties so require.

ARTICLE 113.00 JOB CLASSIFICATION

113.01 (a) When new job classifications are established, the Corporation shall set the wage rate therefore and shall notify the Association thereof within fourteen (14) working days of the classification being established. The wage rate for the new classification may be set and implemented by the Corporation.

(b) When significant differences or changes in job content are effected to existing job classifications to the extent that the Corporation or the Association or an employee require that the job be re-evaluated, the following procedure shall be followed:

- (i)** Should a written request for re-evaluation of a job classification be initiated by the Association or an employee (where such evaluation is initiated by an employee, a copy of the request must be filed with the Association) the Corporation shall proceed with the re-evaluation within thirty (30) calendar days of receipt of the written request. The Corporation shall complete the re-evaluation request as soon as possible but not later than ninety (90) calendar days upon receipt of the written request for review. Within five (5) working days of the completion of any evaluation the Corporation shall notify the Association the results of the evaluation. If the re-evaluation results in a reclassification or new classification to a higher wage group, the reclassification or new classification shall be retroactive to the date the Corporation received the written request for review.
- (ii)** In the event that the job content of a classification is changed and the Corporation proceeds to re-evaluate the job and should the re-evaluation result in a reclassification to a higher job group, it shall be retroactive to the date of the most recent job description as duly approved by the Vice President of the Division.
- (iii)** On re-evaluation to a higher wage group, the employee concerned shall be placed in that position within his new range which reflects an increase in salary which is either one increment in the range from which he was evaluated or the top of the new range, whichever is the lesser. In any event this shall be at least to the bottom of the new range. Notwithstanding the foregoing, in the event that an employee's present wage is red circled and is administered in the new or a higher salary range, such employee shall not be eligible for an increase in salary.

- (c) Should any dispute arise between the Corporation and the Association regarding the evaluation and setting the wage rate of a new job classification or the evaluation of an existing job classification, such dispute shall be submitted by the Association to the Manager, Human Resources within forty-five (45) calendar days of receipt of notification to the Association. Such dispute shall be settled by adopting the following procedure:
- (i) A Board of four (4) persons will be established to attempt to resolve the dispute. Two (2) representatives will be appointed by the Corporation and two (2) representatives will be appointed by the Association, each of the four (4) having one equal vote. Every effort should be made to resolve the dispute within ten (10) working days of the Board's appointment. In the event that the dispute remains unresolved forty-five (45) calendar days after receipt of the written request for review, as specified in 113.01(c), the following method of settlement shall be adopted:
 - (ii) The Corporation and the Association shall jointly submit the dispute to one (1) Appointee qualified in wage determination and administration within fourteen (14) calendar days of the matter being referred to in 113.01(c)(i). In the event that the Corporation and the Association cannot agree on an Appointee, they shall request the Minister of Human Resources and Employment for the Province of Alberta to make the appointment.

The Appointee shall meet and hear all pertinent matters and render a decision within twenty-one (21) calendar days from being appointed. The decision shall be final and binding upon such parties.
 - (iii) In the event that either party fails to process the dispute within the aforementioned times, that party shall be deemed to have conceded the dispute in favor of the other party.

- 113.02** It is agreed that the fees and expenses of the Appointee shall be borne equally by the two parties to the dispute.
- 113.03** The Corporation undertakes to inform the Association, in writing, when an employee is placed in another job classification. This will not be necessary in the case of progression jobs.
- 113.04** Job descriptions shall be established for each job classification and issued to the Association and the incumbent; further, where such job descriptions are changed, the changed description shall be issued upon completion to the Association and the affected incumbent within fourteen (14) calendar days of the changes being effected. The job descriptions issued by the Corporation to the Association are the property of the Corporation and are not for release by the Association to others outside the organization without the permission of the Manager, Human Resources.
- 113.05** During the annual performance review the supervisor shall review the job description with the incumbent. Significant changes to the incumbent's job description identified during the annual performance review will be forwarded before the expiration of forty-five (45) calendar days by the incumbent's Vice President of the Division to the Human Resources Department. Written confirmation of the results of the review shall be forwarded from the Human Resources Department to the employee and the Association within forty-five (45) calendar days from the receipt from the Vice President of the Division. If a change in classification results from the above it shall be effective on the date of the most recent job description as duly approved by the Vice President of the Division.
- 113.06** In the event that an evaluation or re-evaluation of a position results in reclassification or new classification to a lower wage group, the incumbent, or incumbents, as the case may be, from the date of retroactivity shall have their present wage rate red circled until such point in time as the incumbent(s) wage rate fits the wage range or the applicable time periods have expired (Refer to Note 7.), whichever comes first.
- 113.07** Notwithstanding Article 113.01(a), (b) and (c), the parties may mutually agree in writing to an extension of the time limits stated.

113.08 Where no Vice President of the division exists, the most senior level management representative within the division shall be substituted.

ARTICLE 114.00 JOB POSTING, PROMOTIONS AND TRANSFERS

- 114.01 (a)** In the event that a permanent job becomes vacant, or a new permanent job is established, within the scope of this Agreement, a Job Notice shall be posted on Corporation and ATCO Pipelines bulletin boards for a period of not less than ten (10) working days. The Job Notice shall be determined within twenty-five (25) working days from the expiry date of the Job Notice. All Job Notices shall contain educational and experience requirements.
- (b)** The Corporation undertakes to inform the Association when a permanent job will not be filled.

114.02 The following jobs need not necessarily be posted:

Caretaker
Garage Attendant
Plant Support

- 114.03 (a)** No more than three (3) postings shall be required in any one (1) sequence. The Corporation may then determine whether to continue the posting procedure or appoint from existing staff within the Corporation. If appointment is made, without posting, it shall be made on the basis of the criteria of selection as outlined in this Article.
- (b)** Where a position is posted and a subsequent posting for the same job in the same region is to be filled within 30 days of the original posting, the company may award to the next qualified candidate from the original competition.
- 114.04 (a)** Applications in writing will be received from all employees as defined in the Alberta Labour Relations Board Certificates 115-2001, 116-2001 and 117-2001 interested in applying for such posted jobs. Copies of

such applications shall be forwarded by the employee to the Association. All applicants meeting qualification requirements as stated in the job posting, shall be interviewed, except;

- (i) Where an employee's performance is currently being monitored under a formal Performance Management Plan, or
- (ii) Those specifically identified in Article 114.05(a), 114.05(b), 114.05(c), and 114.05(d).

(b) All applications will be considered in the following order; permanent, probationary, temporary.

114.05 In considering such applicants, the factors which shall be considered are experience, performance and qualifications related to the position. The Corporation is not necessarily obliged to consider the application of an employee:

- (a) Where the employee has moved geographically at Corporation expense with less than two (2) years at his present location, or
- (b) Where no promotion is involved with less than one (1) year in his present position.
- (c) Where the employee is currently classified as a probationary or temporary employee, or
- (d) Where the employee was hired as part of the ATCO Sons and Daughters Program.

In the event that an employee's application was not considered by the Corporation, the Corporation shall communicate in writing to the employee the reason(s) why his application was not considered. For the purpose of this Article, a position with a higher calculated hourly rate of pay shall be considered as a promotion. In the case of progression positions, the calculated hourly rate of pay of the position of automatic progression shall be utilized to determine whether or not a promotion is involved. In the event there is no applicant suitable for the job posted, the Corporation reserves the right to hire an applicant not included in the bargaining unit certificates referred to in Article 114.04.

- 114.06** When making promotions or transfers, the above outlined procedure and criteria of selection shall apply and when the overall assessment, based on the above stated factors, is equal for two or more of the applicants, the applicant with the greater length of continuous service shall be selected for the posting.
- 114.07** (a) When promotion occurs, the employee concerned shall be placed in that position within his new range which reflects an increase in salary which shall be no less than one increment in the range from which he was promoted or to the top of the new range, whichever is the lesser.
- (b) Notwithstanding the foregoing, in the event that an employee's present wage is red circled and is administered in the new or a higher salary range, such employee shall not be eligible for an increase in salary.
- 114.08** When an employee is transferred by the Corporation from probationary to permanent staff; or from one permanent to another permanent staff position (provided such transfer does not result from demotion for just cause, or assignment to a lower classification to provide continued employment), his rate of pay shall not be reduced.
- 114.09** Notwithstanding the foregoing, if a Permanent employee is accepted under a posting for a lower level job or is transferred at his own request, his salary will not be reduced below Step 3 of the salary range.
- 114.10** Unless the date of transfer is specified on the job posting, the successful candidate shall be transferred to his new position within six (6) weeks of being notified by the Corporation of his selection. Where a promotion is involved, the successful candidate's new rate of pay shall come into effect on the day of transfer or six (6) weeks after being notified, if the transfer is delayed by the Corporation.
- 114.11** Notwithstanding the provisions of Article 114.01, by mutual agreement in writing between the Association and the Corporation, vacant permanent positions or new permanent positions may be filled without posting a Job Notice. It is

clearly understood that in such cases the provisions as stated in Article 114.05(a) and 114.05(b) shall not be applicable to employees transferred from one position to another without a posting regarding their consideration for all future Job Notices.

- 114.12** Notwithstanding Article 114.01, if a job evaluation results in a reclassification, a Job Notice is not required when the employee occupying the job obtained the job by posting or by waiver.
- 114.13** (a) An employee who is accepted under a posting may be placed under a review period by the Corporation for up to three (3) months with Vice President approval. If during the review period the Corporation or the employee determines that the employee is unsuitable for the job, the employee shall be reinstated in the permanent position they occupied prior to the review period.
- (b) When an employee is accepted under a posting, the employee may request to be placed under a review period for up to 3 months. The request shall be submitted in writing within ten (10) days of the employee being awarded the position and must be approved by the Vice President of the affected division. If during the review period the Corporation or the employee determines that the employee is unsuitable for the job, the employee shall be reinstated in the permanent position they occupied prior to the review period. Where no Vice President of the Division exists, the most senior level management representative within the division shall be substituted.
- (c) An employee affected by Article 114.13(a) or 114.13(b) will have their pre-review period salary reinstated.
- (d) Notice will be given to the Association prior to an employee being placed under a review period. Notice will also be given to the Association before an employee under a review period is reinstated to his prior position by Article 114.13(a) or 114.13(b).

ARTICLE 115.00 CALCULATION OF HOURLY RATES

115.01 Hourly rates will be calculated from bi-weekly or daily rates using the following multipliers:

Base To Be Converted	Requirement	Multiplier
Bi-Weekly	Straight Time	.0125
Bi-Weekly	Double Time	.025
Daily	Straight Time	.125
Daily	Double Time	.25

115.02 Specialized Job Rates:

- (a) In accordance with NOTE 5, the rates for specialized work such as machine operating and truck driving, shall be paid for actual hours engaged on that work. Actual hours of employment in such specialized work shall include interruptions of a minor nature such as travelling from one job to another or delays in the normal procedure of the job.
- (b) If an employee is not permanently classified in a specialized job such as machine operating and truck driving, he shall be paid at the appropriate rate in accordance with NOTE 5 for actual hours engaged in such specialized work. The specialized job rate shall apply to annual vacations, holidays and the first fourteen (14) calendar days of sick leave if such rate was in effect immediately prior to the period of time not worked. Specialized job rates shall be subject to the overtime provisions of this Agreement for such specialized work performed.

ARTICLE 116.00 HOURS OF WORK AND OVERTIME

116.01 (a) For all non-shift employees a normal day's work shall be eight (8) hours between the hours of 0700 and 1900. A lunch period of at least one-half (½) hour to a maximum of one (1) hour shall be observed. The normal work week shall consist of forty (40) hours worked in any five (5) consecutive days, Monday through Saturday inclusive. However, where the requirements of the ser-

vice demand it, the work week may be any five (5) days during the week, as provided for by Appendix A. The Corporation undertakes to give employees affected forty-eight (48) hours notice of a change in the work week or commencement time of work.

- (b) Notwithstanding 116.01(a), a compressed work week may be implemented under the conditions outlined in Appendix G.
- (c) Notwithstanding, 116.01(a), a schedule may be implemented in crisis circumstances as outlined in Appendix D.

116.02 (a) Shift employees shall be deemed to be employees who are required to work a regularly scheduled rotating two-shift or three-shift system. Shift employees shall be subject to an eight (8) hour day, and an average forty (40) hour week, and the schedules of shift work shall be posted in advance by the Corporation.

- (b) The Corporation undertakes to give the employees affected seventy-two (72) hours notice of a change in the shift rotation, failing which, the Corporation shall pay the employee at the applicable overtime rate for the first shift worked.

116.03 Overtime shall mean any work performed in excess of eight (8) hours per day or forty (40) hours per week, subject to 116.01 and 116.02 above. Whenever practical, overtime will be offered on a fair and equal basis to qualified employees. Exceptions include emergency situations and high risk or complex jobs.

116.04 Payments for authorized overtime shall be made as follows:
Note: Refer to 115.01 for calculation of double (2x) time rates.

- (a) All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double (2x) times the employee's regular rate of pay, provided that the normal work week shall consist of forty (40) hours worked during five (5) consecutive days, Monday through Saturday inclusive.

- (b) For purposes of calculating the overtime rate, the rate for specialized work, as described in Article 115.00 of this Agreement and the Odorant Handling Bonus shall be taken into account.
- (c) Notwithstanding Article 116.03, payment of overtime to shift employees who work according to a two-shift or three-shift schedule rotating both as to time of day and day of week and who work an average of forty-two (42) hours per week shall be in the form of a shift bonus. The shift bonus shall be calculated on a bi-weekly basis to compensate at applicable overtime rates for loss of holidays and for the two (2) hours extra that are worked in an average week. Employees receiving a non-permanent shift bonus shall be paid only for shifts actually worked and for vacation.

116.05 In the particular case of daywork employees who may be required under certain circumstances to work weekend overtime, the Corporation undertakes to arrange the employee's work requirements so that the employee is permitted to take at least one (1) weekend off in every three (3) weekends.

- 116.06**
- (a) An employee who, as a result of a callout, works at any time between eight (8) hours prior to the start of the next regular scheduled shift and two (2) hours before the start of his next regularly scheduled shift is entitled to have eight (8) consecutive hours of rest beginning at the end of the work for which the employee was called out. It is clearly understood that the purpose and the intent of the foregoing and the remainder of 116.06(b) and (c) is a safety issue the primary consideration being the employee's fitness to perform work. Therefore any contact to the employee by the Corporation during this rest period will be considered a callout.
 - (b) An employee working sixteen (16) or more hours in any twenty-four (24) hour period shall be allowed eight (8) consecutive hours of rest at no loss of wages before reporting for duty again.
 - (c) Notwithstanding Article 116.06(a) and (b), in emergency situations, the employee may be called back to work with additional straight time pay.

116.07 Banked Pay

- (a) Employees shall be allowed to bank overtime pay, shift differential pay, standby allowance pay and odorant handling bonus pay up to a maximum of five (5) regular days at any given time and a cumulative total of ten (10) days within a calendar year.
- (b) Employees shall provide their immediate Supervisor with at least ten (10) working days notice when requesting time off. The immediate Supervisor shall signify to the employee his approval, or otherwise, as soon as possible but not later than four (4) working days prior to the requested time off. In a calendar year, a maximum of ten (10) regular days pay only can be removed from banked pay for time off purposes.
- (c) Notwithstanding Article 116.07(b), it is clearly understood that such requests are subject to the employee receiving the prior approval of their immediate supervisor and providing such scheduling does not unduly interfere with efficiency or incur overtime.
- (d) Employees will not take banked days off until all eligible vacation days have been scheduled. Any banked dollars remaining on December 31 shall be paid out to the employee.

116.08 Notwithstanding Articles 116.03 and 116.04, in the event that training courses scheduled during the normal working day extend beyond the normal working day, the employee shall be paid at straight time pay for each additional hour associated with the training course beyond the normal working day. If training courses are specifically scheduled in advance to extend beyond the normal working day the employee shall be paid at double (2x) times for each such additional hour associated with the training course beyond the normal working day.

116.09 By mutual agreement between the employee and supervisor, the normal day's work, on a long term basis may be rescheduled outside the hours referred to in Subsections 116.01 or 116.02(b), if applicable, without incurring any overtime

payment for the first eight (8) hours worked or increased shift differential payment. It is understood that upon thirty (30) calendar days written notice either the supervisor or employee may terminate such an agreement.

116.10 The Corporation will not reduce the regular hours of work of any Permanent Employee. A request by the employee to temporarily reduce hours for up to twelve (12) months for personal reasons may be granted by agreement between the Association and the Corporation.

116.11 Daylight Saving Time

The following shall apply when changing from Mountain Standard Time to Mountain Daylight Time and vice versa:

- (a) Eight (8) hours straight time shall be paid to the employees who work the full shift, which commences between 2200 hours Saturday and 0100 hours Sunday, when the spring time change occurs.
- (b) Eight (8) hours straight time plus one (1) hour double time shall be paid to the employees who work the full shift, which commences between 2200 hours Saturday and 0100 hours Sunday, when the fall time change occurs.

ARTICLE 117.00 CALL OUT

117.01 All employees who are called out to perform work after completion of their regular work shifts, from the time the call is made until the employee returns home, shall be paid a minimum of two (2) hours' pay at the applicable overtime rate, or shall be paid for the actual hours worked at the applicable overtime rate, whichever is the greater.

117.02 Employees called out during the two (2) hours preceding the commencement of their normal work day or shift shall be paid at their applicable overtime rate for the time worked until the start of their normal work day or shift.

117.03 When employees are called out for work they are deemed to be on duty for the minimum specified period or until the work for which they have been called out has been completed.

Further calls received during this period shall be considered a continuation of the initial call and shall not be subject to call out pay.

- 117.04 (a)** When employees are required to continue working in excess of two (2) hours beyond the normally scheduled quitting time, the employee will be provided with a reasonable meal in the third hour and every four (4) hours thereafter, as arranged by the Corporation. If the employee does not leave the work site and the meal break does not exceed one-half (1/2) hour, and the work continues after the meal break, the meal break will be considered as time worked at the applicable overtime rate.
- (b)** Without limiting 117.04(a), when an employee is called out for work, the Corporation shall provide him with a reasonable meal in the fifth (5th) hour and every four (4) hours thereafter, as long as work continues after the meal break. If the employee does not leave the work site and the meal break does not exceed one-half (1/2) hour and the work continues after the meal break, the meal break will be considered as time worked at the applicable overtime rates.

A practical application of the above arrangements may be made in the case of people working in the Agencies.

- 117.05** An employee called out to work more than two (2) hours prior to the commencement of his regular hours of work shall be provided a meal break, not to exceed one-half (1/2) hour without loss of pay, at a time mutually agreed between the employee and his immediate supervisor.

ARTICLE 118.00 SHIFT DIFFERENTIAL

- 118.01** A shift differential shall be paid for hours of work outside of the normal hours.
- 118.02** A shift employee working between 1600 to 0700 hours and for all hours worked on a Sunday shall be paid as follows:
Year 2017 two dollars and forty (\$2.40) per hour differential;
Year 2018 two dollars and forty-four (\$2.44) per hour differential.
- 118.03** Payment of a shift differential is subject to the following conditions:
- (a) A shift differential shall be paid only for the employee's scheduled shifts actually worked.
 - (b) A shift differential shall not be paid for any hours of work which are paid for on an overtime basis.
 - (c) Any job scheduled in advance for off-normal hours requires scheduling for at least three (3) consecutive days to be considered as a scheduled shift.

ARTICLE 119.00 HOLIDAYS

- 119.01** (a) All employees covered by this Collective Agreement shall receive a regular day's pay for the holidays listed below:
- | | |
|--------------------|------------------|
| New Year's Day | Labour Day |
| Alberta Family Day | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Easter Sunday | Christmas Day |
| Victoria Day | Boxing Day |
| Canada Day | |
- (b) If the Province of Alberta removes the designation of Alberta Family Day as a statutory holiday during the term of this agreement, then Alberta Family Day will be removed from the list of holidays in sub-clause (a).
- 119.02** In addition, one Civic Holiday will be recognized and observed by the Corporation, but only in the communities in

which it is officially declared and shall apply to all employees regularly based in the community, provided, however, that no employee shall forfeit his entitlement to a Civic Holiday or shall be granted more than one Civic Holiday in any calendar year.

- 119.03** To be eligible for and paid for any of the holidays listed above, an employee must have worked for the Corporation at least thirty (30) working days during the preceding twelve (12) months of the holiday and he must have worked his scheduled work shift immediately before and immediately after the holiday. The only exclusion to this requirement will be where an employee is absent due to sickness or accident or by authority of the Corporation.
- 119.04** In the event of work being scheduled on such holiday, employees other than those receiving a Shift Bonus, will be paid two (2) times the regular rate in addition to the regular pay for the holiday.
- 119.05** (a) Except for employees covered by Appendix A or non-bonus shift workers, should one of the recognized holidays excluding Easter Sunday and Boxing Day, fall on either a Saturday or Sunday, the following Monday shall be observed as the holiday.
- (b) Notwithstanding 119.05(a), where an employee's regularly scheduled work week includes Saturday, except for employees covered by Appendix A or non-bonus shift workers, should one of the recognized holidays fall on a Sunday, the next scheduled working day shall be observed as the holiday.
- 119.06** Notwithstanding the foregoing, excepting for employees covered by Appendix A or non-bonus shift workers, if Christmas Day falls on either a Saturday or Sunday and is observed on the Monday, Boxing Day shall be observed on the Tuesday or in accordance with 119.05(a) or (b).
- 119.07** If a holiday as provided by Section 119.01 falls on a regular day off of an employee covered by Appendix A or a non-bonus shift worker, he shall be granted a day off in lieu of such holiday.

ARTICLE 120.00 ANNUAL VACATIONS

120.01 All Permanent and Probationary employees shall receive annual vacation with regular pay as outlined below:

VACATION ENTITLEMENT TABLE		
Completed Years of Service in the Calendar Year	Annual Vacation Entitlement	Annual Vacation Entitlement (based on 8 hours/Working Day)
0 - 6	3 weeks/15 Days	120 hours
7-15	4 weeks/20 Days	160 hours
16 - 23	5 weeks/25 Days	200 hours
24 years +	6 weeks/30 Days	240 hours

VACATION ENTITLEMENT REFERENCE TABLE			
Year Hired	4 Weeks as of January 1	5 Weeks as of January 1	6 Weeks as of January 1
1992	n/a	n/a	2016
1993	n/a	n/a	2017
1994	n/a	n/a	2018
1995	n/a	n/a	2019
1996	n/a	n/a	2020
1997	n/a	n/a	2021
1998	n/a	2014	2022
1999	n/a	2015	2023
2000	n/a	2016	2024
2001	n/a	2017	2025
2002	n/a	2018	2026
2003	n/a	2019	2027
2004	n/a	2020	2028
2005	n/a	2021	2029
2006	n/a	2022	2030
2007	n/a	2023	2031

VACATION ENTITLEMENT REFERENCE TABLE

Year Hired	4 Weeks as of January 1	5 Weeks as of January 1	6 Weeks as of January 1
2008	n/a	2024	2032
2009	2016	2025	2033
2010	2017	2026	2034

Vacation entitlement in the calendar year of hire shall be prorated based on the date of hire to December 31st of the calendar year of hire. It is understood that the prorated vacation days/year entitlement is not fully earned until December 31st of the calendar year of hire.

In subsequent calendar years after calendar year of hire, vacation accrual shall be based on length of service and shall be renewed as of January 1st of each subsequent calendar year. It is understood that the yearly vacation days/year entitlement is not fully earned until December 31st of each calendar year of employment.

In the year in which an employee qualifies for increased vacation entitlement, the accrual rate is effective January 1st of that calendar year. It is understood that the increased vacation days/year entitlement is not fully earned until December 31st of the calendar year of qualification for increased vacation entitlement.

A Permanent or Probationary part-time employee is entitled to annual vacation with regular pay on a pro-rated basis. A Permanent part-time employee is paid vacation pay for hours worked in excess of his normal hours; however, vacation pay does not apply on overtime hours where premium overtime rates apply.

- 120.02** Vacations will be taken at any time during the calendar year by mutual agreement between the employee and the supervisor provided, however, that vacation scheduling is arranged to suit the work schedules of the Corporation. A maximum of five (5) days can be carried over to March 31 of the following year. Requests for more days may be granted with Vice President approval.

- 120.03** In the event that a recognized holiday falls within the annual vacation period of any employee other than one eligible to receive the Shift Bonus, such period shall be increased by one (1) day or one (1) subsequent day with supervisory approval for each of the holidays so affected.
- 120.04** Sick leave shall not be deemed to have broken the continuity of employment for purposes of establishing vacation entitlement.
- 120.05** For purposes of this Agreement, one (1) week's vacation shall be deemed to be five (5) working days.
- 120.06** Subject to vacation scheduling under Article 120.04 and at the written request of an employee, the Corporation may grant the annual vacation to which the employee is entitled in periods of not less than one (1) day subject to receiving the prior approval of their immediate supervisor and providing such scheduling does not unduly interfere with efficiency or incur overtime.
- 120.07** (a) An employee who has been absent from work for one of the following reasons shall accrue vacation as outlined:
- i.** Disability Leave and Work Related Injury Leave – vacation accrual continues during short term disability leave or work related injury leave lasting fewer than seventeen (17) weeks.
 - ii.** Leave with Pay – vacation accrual continues.
- (b) Notwithstanding the provisions of Article 120.04 and Article 120.07(a), an employee who has been absent from work for one of the following reasons shall not accrue vacation:
- i.** Disability Leave and Work Related Injury Leave lasting greater than seventeen (17) weeks – vacation accrual does not continue.
 - ii.** Leave without Pay – vacation accrual does not continue.
- 120.08** For the purposes of this Article, regular pay shall take into account Article 115.02(b) and 116.04(c).

120.09 Temporary employees shall be paid in accordance with the applicable *Employment Standards Code* and Regulations.

120.10 Upon termination of employment, if an employee has taken any vacation that exceeds the amount earned it will be deducted from the employee's final pay. If an employee has accrued vacation and not taken the vacation, it will be paid out.

ARTICLE 121.00 TRAVEL TIME AND EXPENSES

121.01 In the event that an employee is required by the Corporation to travel outside of his normal daily hours of work, such employee shall be paid travelling time at the applicable overtime rate of pay for the actual period of time required to travel.

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

121.03 An employee who is required to work away from his home base shall be paid incidental expenses per night for all such nights away from his permanent base. Exceptions to this include training, seminars and meetings.

DAYS AWAY	EFFECTIVE JANUARY 1, 2017	EFFECTIVE JANUARY 1, 2018
1 TO 49	\$8.11 per day	\$8.25 per day
50 TO 99	\$19.86 per day for each day away in excess of 49 days away	\$20.21 per day for each day away in excess of 49 days away

DAYS AWAY	EFFECTIVE JANUARY 1, 2017	EFFECTIVE JANUARY 1, 2018
100+	\$33.10 per day for each day away in excess of 99 days away	\$33.68 per day for each day away in excess of 99 days away

ARTICLE 122.00 BOARD AND LODGING

122.01 In the event that an employee is required to perform work away from his home base for longer than one (1) regular working day, the Corporation undertakes to provide such employee with full single room board and lodging wherever and whenever possible.

ARTICLE 123.00 TEMPORARY CHANGE OF DUTIES

- 123.01 (a)** A Permanent or Probationary employee temporarily assigned in writing for a period of one (1) or more continuous working days to a position of higher classification shall, from the first day, be paid at a rate increased by the equivalent step in his present classification or to the top of the range of the new classification, whichever is lesser. In any event this shall be at least to the bottom of the new range. Notwithstanding the foregoing, in the event that an employee’s present wage is red circled and is administered in the new or a higher salary range, such employee shall not be eligible for an increase in salary.
- (b)** Except when the employee is temporarily assigned to specifically accommodate maternity leave, adoption leave, parental leave, sick leave, Workers’ Compensation Board, Work Experience and special limited term project situations, if an employee is retained in a temporary position for more than one (1) year his present salary shall be administered in the range of the new classification and such person is classified in the higher position.
- (c)** In administering Article 123 the practice will be:

- (i) Solicit interest from all qualified employees in the work group.
- (ii) If requested, advise any employees of the reason they will not be considered.
- (iii) When considering temporary change of duties for a position, the temporary change of duties will be rotated, as per a schedule, to all interested, qualified employees through the vacant position on a fair and equal basis, considering the need to the section, commencing with greater length of service, wherever possible.
- (iv) Vacation coverage will be rotated as per above.

(d) If the duration of a temporary job is expected to be greater than 3 months, the Work Experience Program may be considered. In this circumstance, the practice will be:

- i. A Work Experience Notice shall be posted on Corporation bulletin boards for a period of five (5) working days.
- ii. Employees must request permission from their Supervisor to post on any Work Experience position.
- iii. If requested, advise any employees of the reason they were not considered.
- iv. The Corporation will assess qualified employees suitability utilizing the factors outlined in Article 114.05.
- v. A Work Experience duration will be a minimum of three (3) months and a maximum of 15 months.

123.02 No employee shall be required to take a lesser rate of pay when assigned at the Corporation's request to temporarily perform the duties of another employee.

123.03 The Temporary Change of Duties Status shall be subject to the overtime provisions of this agreement.

123.04 The Temporary Change of Duties Status shall apply to annual vacation and the first fourteen (14) calendar days of sick leave if such status was in effect for a period of thirty (30) working days prior to and immediately after the period of time not worked.

ARTICLE 124.00 BASIS OF PAYMENT

124.01 Permanent employees shall be paid at a bi-weekly rate related to Schedules 00, 01, 02, 02A, 05, 05A, 06, 09, 10, 11, 12 or 14.

124.02 Probationary employees shall be paid at a bi-weekly rate related to Schedules 00, 01, 02, 05, 06, 09, 10, 11, 12 or 14. The position of the rate within the salary range of the job shall be determined by the Corporation.

124.03 Temporary employees shall be paid at an hourly or daily rate related to Schedule 11, 11A or as determined by Note No. 5.

124.04 All employees shall be paid on a bi-weekly basis. Pay days shall be every second Friday.

124.05 The Company shall make the necessary adjustments to correct pay errors as soon as possible. Where necessary, the Company shall notify the Employee that an overpayment or underpayment has been made. In the event of an overpayment, the Employee shall propose a repayment arrangement over a reasonable period of time, subject to Company approval. If the Employee does not propose a repayment option within two pay periods of the error being identified, the Company may begin deducting ten percent (10%) of the amount of the agreed to overpayment off each subsequent pay period until the overpayment is repaid in full.

ARTICLE 125.00 ONE DAY OFF IN SEVEN

125.01 All employees, other than Shift employees, shall be allowed twenty-four (24) consecutive hours of rest immediately following each period of not more than six (6) consecutive days of work, except in cases of emergency.

125.02 Shift employees may be required to work shifts on seven (7) consecutive days providing Shift schedules are approved under the *Employment Standards Code*.

ARTICLE 126.00 TERMINATION OF SERVICE

- 126.01** In the event of a Permanent employee giving notice of termination to the Corporation such termination shall require notice of ten (10) working days.
- 126.02** In the event of the Corporation giving notice of termination to a Permanent employee such termination shall require notice of twenty (20) working days.
- 126.03** An employee may be discharged for cause without notice or pay in lieu thereof subject to Sections 107.02, 107.03, 107.04, 107.05 and 107.06 of the Grievance Procedure. When an employee is discharged for cause the Corporation will notify the Association within five (5) days.

ARTICLE 127.00 STANDBY ALLOWANCE

- 127.01** Employees who are requested to standby shall receive for such standby duties thirty-seven dollars and seventy cents (\$37.70) for each normal day and ninety-eight dollars and forty-six cents (\$98.46) for each scheduled day of rest and recognized holiday. In addition, such employee shall be paid the applicable rate for work performed.

Effective January 1, 2018 employees who are requested to standby shall receive for such standby duties thirty-eight dollars and thirty-six cents (\$38.36) for each normal day and one hundred dollars and eighteen cents (\$100.18) for each scheduled day of rest and recognized holiday. In addition, such employee shall be paid the applicable rate for work performed.

- 127.02** The Corporation shall determine the number of employees required to standby in each circumstance and shall so designate these employees by schedule. Standby allowance will be paid only to employees officially designated for such duty.
- 127.03** Standby on a regular work day means availability on call outside of normal hours of work. On each scheduled day of rest and recognized holiday, standby means availability on call for the full twenty-four (24) hour period. An employee on standby may leave his home for personal reasons, provided

he makes arrangements to be reached and to be available for duty within a reasonable time.

- 127.04** In the event that an employee is scheduled by the Corporation to more than ninety-one (91) days of Standby in a calendar year, for such period in excess of ninety-one (91) days the rates as stated in Article 127.01 shall be multiplied by two (2).

ARTICLE 128.00 INCLEMENT WEATHER ALLOWANCE

- 128.01** Employees who, because of weather or other conditions, work four (4) hours or less on any day which was previously scheduled as an overtime day, shall be paid for four (4) hours at their applicable overtime rate. Any such employee who reports for work when at the time of leaving his home it was reasonable to expect that work would be performed, shall be paid for four (4) hours at his applicable overtime rate of pay.

ARTICLE 129.00 MATERNITY, ADOPTION, PARENTAL AND COMPASSIONATE CARE LEAVE

- 129.01** Administration of maternity, adoption, parental, and compassionate care leave shall be in accordance with the provisions outlined in the Alberta *Employment Standards Code*. Contact Human Resources for specific information.
- 129.02** An employee who chooses not to take parental leave is entitled to the day of birth or adoption off with pay, providing he was scheduled to work that day.
- 129.03** Other leave may be considered according to ATCO Gas policies.

ARTICLE 130.00 BEREAVEMENT

- 130.01** In the case of a death in the immediate family, an employee shall be given time off with pay up to a maximum of three (3) working days, whether or not the employee is able to attend the funeral, and up to a maximum of two (2) additional days with pay for extended travel. The term “immediate family” shall be interpreted to mean the following relatives of the employee or the employee’s spouse (including common-law): mother, father, sister, brother, husband or wife, son, daughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandfather, grandmother, grandchildren, or any dependent relative living in the employee’s household.
- 130.02** All requests for leave with pay to attend funeral services of persons related more distantly than those listed above will be approved or denied at the discretion of the Director or Vice President.
- 130.03** Further to Article 130.01 and 130.02, additional time off will be approved or denied at the discretion of the Vice President. Where no Vice President of the Division exists, the most senior level management representative within the Division shall be substituted.
- 130.04** For the purpose of this article, working days shall equal current shift days.

ARTICLE 131.00 CALCULATION OF PREMIUM RATES

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

ARTICLE 132.00 LAYOFF

132.01 A layoff is defined as a temporary reduction in the number of permanent staff.

- (a) In the event that it becomes necessary to implement any lay-offs of permanent employees, prior to such action being taken, the Corporation and the Association shall meet to discuss the procedure to be used. Corporation representatives at these discussions shall include the Manager of Human Resources and the Vice President of the Division affected and, if necessary, the Senior Vice President.
- (b) Prior to any lay-off of identified permanent employees, the Corporation and the Association shall under the terms of this Agreement, attempt to place the identified permanent employees within the Corporation. The possible placements may include work being done by contractors.
- (c) The Corporation, to the extent reasonably possible, will not lay off permanent staff while employing temporary employees.
- (d) Except as outlined in Appendix E, where layoffs are necessary, employees will be retained on the basis of first, job classification number as indicated on the official job description, second geographic region and third, length of continuous NGEA bargaining unit service.
- (e) Identified permanent employees moved to lower positions shall have their present wage rate red circled until such point in time as the incumbent(s) wage rate fits the wage range or the applicable time periods have expired (Refer to Note 7), whichever comes first.

132.02 The following rules apply in the event a permanent position needs to be filled in a department within one (1) year following layoffs:

- (a) Employee's will be eligible for rehire into identified job class number as indicated on the official job description and geographical region on a last out first in basis.

- (b) To be eligible, the employee affected by a lay-off shall subsequently advise the Corporation of any change in address.
- (c) The Corporation will contact an eligible former employee by registered mail and the former employee must acknowledge receipt of the Corporation correspondence within ten (10) business days from the date of mailing of the Corporation correspondence and be prepared to report to work with the Corporation within fifteen (15) calendar days of the date of receiving the Corporation correspondence.

132.03 In the event that an employee on lay-off is not recalled back to work by the Corporation within the one (1) year period as stated in Article 132.02, such employee shall be subject to the reduction of permanent staff process in effect at such point in time.

132.04 For the purposes of this Article, geographical regions are the regions outlined in the Letter of Understanding, Lateral Transfers within a Region.

ARTICLE 133.00 REDUCTION OF STAFF

133.01 A reduction is defined as a permanent reduction in the number of permanent staff required.

133.02 In the event that it becomes necessary to declare any permanent staff reduction, prior to such action being taken, the Corporation and the Association shall meet to discuss the procedure to be used. Corporation representatives at these discussions shall include the Manager of Human Resources and the Vice President of the Division affected and, if necessary, the Senior Vice President.

133.03 Prior to any permanent staff reduction of identified permanent employees, the Corporation and the Association shall under the terms of this Agreement, attempt to place the identified permanent employees within the Corporation. The possible placements may include work being done by contractors.

- 133.04** The Corporation, to the extent reasonably possible, will not reduce permanent staff while employing temporary employees.
- 133.05** In the event there is a need for workforce reduction the Corporation may, after consultation with the Association, choose to offer a voluntary severance package to employees who meet selected criteria. Where an employee volunteers for severance, the Corporation will consider the request however is not obligated to accept it. The Association will be involved in the presentation of any voluntary severance package offer to an employee. The employee must sign a release prior to any severance being paid.
- 133.06** Except as outlined in Appendix E, where a permanent reduction in staff is necessary, employees will be retained on the basis of first, job classification number as indicated on the official job description, second geographic region and third, length of continuous NGEA bargaining unit service.
- 133.07** Identified permanent employees moved to lower positions shall have their present wage rate red circled until such point in time as the incumbent(s) wage rate fits the wage range or the applicable time periods have expired (Refer to Note 7), whichever comes first.
- 133.08** Notwithstanding the foregoing, where an employee is identified for a permanent reduction, they may request to be placed on a recall list as per Article 132.02. In the event the employee is not recalled as per Article 132.03, following one (1) calendar year, a severance package will be provided. This request must be made in writing prior to receiving any severance or signing a release and is irrevocable. This option is not available to employees identified through the voluntary severance program as outlined in Article 133.05.
- 133.09** For the purposes of this Article, geographical regions are the regions outlined in the Letter of Understanding, Lateral Transfers within a Region.

ARTICLE 134.00 PROBLEM RESOLUTION FORUM

- 134.01** In order to address administration issues, concerns or problems with the Collective Agreement, Benefit Plans or Management Policies and to make recommendations to the parties as appropriate, the Corporation and Association will utilize a problem resolution forum.
- 134.02** Such meetings shall be for the purpose of dealing with items of general concern between the parties. Either party may arrange for a meeting ensuring that ample time is allocated for each meeting. Each party is expected to be prepared and ready to expand upon the agenda items being discussed in an objective and open-minded manner to mutually resolve the problem.
- 134.03** Equal representation from both parties will prevail. Representatives shall be at a senior level and shall not exceed five (5) for each of the parties. Additional personnel will attend on an as needed basis to address specific topics. Representatives may be added, substituted or changed as required.

ARTICLE 135.00 TECHNOLOGICAL CHANGE

- 135.01** The Corporation and the Association acknowledge the overall advantages and necessity of technological change and the ongoing requirement to facilitate technological change in the Corporation's operation.
- 135.02** Where a technological change affects the terms and conditions or security of employment of a significant number of employees within this Collective Agreement, and alters significantly the basis on which this Collective Agreement was negotiated, the Corporation and the Association shall meet to discuss the impact and ramification on employees of implementing the technological change.
- 135.03** Technological change does not include normal lay-offs resulting from a decrease in the amount of work to be done.

ARTICLE 136.00 FLEX DAYS

- 136.01** All Permanent and Probationary employees shall be entitled to four (4) flex days off in each calendar year January 1st – December 31st. Unused flex days in each calendar year shall be forfeited. Employees appointed to Probationary status in each calendar year shall have their entitlement for flex days off prorated based on their continuous service date in the calendar year.
- 136.02** Such employees shall be paid a regular days wages at their normal straight time hourly rate of pay for each flex day taken. Payment in respect to flex days taken shall be calculated on the basis of a regular day being eight (8) hours. For such employees working less than full time hours, flex days taken shall be calculated on the basis of a regular day being the hours normally worked by such employees.
- 136.03** Subject to mutual agreement between the employee and the supervisor, flex days are to be taken no more than two at a time and not combined with vacation. The expectation is that employees will request flex days with as much advanced notice as possible. Except where legitimate business reasons exist, time off for flex days will not be unreasonably denied.

ARTICLE 137.00 HEALTH AND SAFETY

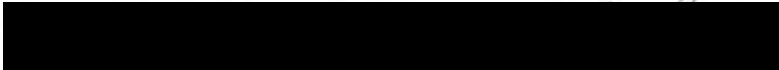
- 137.01** The Association and the Company share the key value of ensuring a healthy and safe workplace for all employees, and are committed to promoting and reinforcing safe work practices.

ARTICLE 138.00 CONTRACT ARBITRATION

- 138.01** When either party believes negotiations towards a new Collective Agreement have reached an impasse, it will give written notice to the other that it is referring all unresolved issues in dispute to arbitration.
- 138.02** Within 15 days of either party giving written notice to the other under Article 138.01, the parties will notify the Minister responsible for the Alberta *Labour Relations Code* of their agreement to appoint an interest arbitration board and each party will provide written notice to the other party and the Minister of the name of its nominee.
- 138.03** Within seven days of their nomination, the two members nominated by the parties will select a third person to be the chair of the arbitration board. If the nominees are unable to agree on the selection of a chair, either nominee may notify the Minister and request that he appoint the chair.
- 138.04** Within 30 days of the appointment of a chair and the conclusion of all mediation proceedings and votes on proposals, if any, initiated under Part 2, Divisions 11 and 12 of the Alberta *Labour Relations Code*, the arbitration board will meet and hear such evidence as the parties may wish to present to assure a full and fair hearing.
- 138.05** If the Arbitration Board is unable to effect a settlement, then, within thirty (30) days of the hearing the evidence, the arbitration board shall issue its award in writing. The award is final and binding upon the parties and upon any employee affected by it.
- 138.06** In its award, the arbitration board:
- (a) shall resolve the unresolved issues and requests by either incorporating them, with or without amendment, or refusing to incorporate them and
 - (b) shall not make any change retroactive unless one of the parties listed the request or issue as one for which they desire a retroactive effect.
- 138.07** The parties will pay the expenses of their respective nominee. The expense of the chair shall be shared equally by the parties.

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

ATCO GAS		NATURAL GAS EMPLOYEES' ASSOCIATION
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Vice President, Edmonton Region Operations		President
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Senior Vice President & General Manager		1st Vice President
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ATCO GAS
SCHEDULE 00
Apprentice Rates for Trade Jobs
Minimum Bi-Weekly (Hourly) Salary Rates

Job Class Number	Job Title			Effective Jan. 1, 2017	Effective Jan. 1, 2018
Electrician					
009900	1st Period or Year			\$2388 (29.85)	\$2430 (30.38)
009901	2nd Period or Year			2786 (34.83)	2835 (35.44)
009902	3rd Period or Year			3184 (39.80)	3240 (40.50)
009903	4th Period or Year			3582 (44.78)	3645 (45.56)
	Journeyman			3980 (49.75)	4050 (50.63)
Mechanical Services					
Technician	Carpenter	Machinist	Millwright		
009800	009700	009600	009500	1st Period or Year	\$2270 (28.38) \$2309 (28.86)
009801	009701	009601	009501	2nd Period or Year	2648 (33.10) 2694 (33.68)
009802	009702	009602	009502	3rd Period or Year	3026 (37.83) 3079 (38.49)
009803	009703	009603	009503	4th Period or Year	3405 (42.56) 3464 (43.30)
	Journeyman			3783 (47.29)	3849 (48.11)

Hourly wage range shown in brackets.

**ATCO GAS
SCHEDULE 00
Apprentice Rates for Trade Jobs (continued)
Minimum Bi-Weekly (Hourly) Salary Rates**

Job Class Number	Job Title		Effective Jan. 1, 2017	Effective Jan. 1, 2018
Auto Body				
Technician	Welder			
009400	009300	1st Period or Year	\$2270 (28.38)	\$2309 (28.86)
009401	009301	2nd Period or Year	2837 (35.46)	2887 (36.09)
009402	009302	3rd Period or Year	3405 (42.56)	3464 (43.30)
		Journeyman	3783 (47.29)	3849 (48.11)

Hourly wage range shown in brackets.

**ATCO GAS
SCHEDULE 01
Trade Plant Jobs
Minimum Bi-Weekly (Hourly) Salary Ranges and Steps**

Job Class Number	Job Title	Effective Jan. 1, 2017	Step	Effective Jan. 1, 2018	Step
010801	Foreman – Shop	\$4261-4603 (53.26-57.54)	\$171 (2.14)	\$4336-4684 (54.20-58.55)	\$174 (2.18)
010802	Foreman – Tool Crib				
010704	Foreman – Mechanical-Lethbridge	3938-4278 (49.23-53.48)	170 (2.13)	4007-4353 (50.09-54.41)	173 (2.16)
010708	Foreman - Carpentry				
010709	Foreman - Welding				
010711	Foreman – Mechanical				
010713	Mechanical Services Coordinator				
010600	Mechanic – Operations	3813-3980 (47.66-49.75)	167 (2.09)	3880-4050 (48.50-50.63)	170 (2.13)
010601	Welder, Pressure “B”				
010603	Electrician				
010604	District Mechanic				
010605	District Welder				
010607	Welder – Operations				
010608	Process Electrician				
010609	Sr. Compressor Mechanic				
010610	Service Writer				

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Annual step.

Hourly wage range and step shown in brackets.

**ATCO GAS
SCHEDULE 01
Trade Plant Jobs (continued)
Minimum Bi-Weekly (Hourly) Salary Ranges and Steps**

Job Class Number	Job Title	Effective Jan. 1, 2017	Step	Effective Jan. 1, 2018	Step
010501	Welder	\$3616-3783 (45.20-47.29)	\$167 (2.09)	\$3679-3849 (45.99-48.11)	\$170 (2.13)
010502	Auto Body Technician				
010503	Carpenter				
010504	Machinist				
010505	Compressor Mechanic				
010507	Millwright				
010508	District Carpenter				
010511	Mechanical Services Technician				
010400	Small Engine Mechanic	3035-3202 (37.94-40.03)	167 (2.09)	3088-3258 (38.60-40.73)	170 (2.13)

Annual step.

Hourly wage range and step shown in brackets.

**ATCO GAS
SCHEDULE 02
General Plant Jobs
Minimum Bi-Weekly (Hourly) Salary Ranges and Steps**

Job Class Number	Job Title	Effective Jan. 1, 2017	Step	Effective Jan. 1, 2018	Step
020903	Foreman, Transportation & Special Services	\$3554-4246 (44.43-53.08)	\$173 (2.16)	\$3616-4320 (45.20-54.00)	\$176 (2.20)
020803	Utilization Serviceman	3429-4101 (42.86-51.26)	168 (2.10)	3489-4173 (43.61-52.16)	171 (2.14)
020616	Foreman Meter Shop	3071-3683 (38.39-46.04)	153 (1.91)	3123-3747 (39.04-46.84)	156 (1.95)

Annual step.

Hourly wage range and step shown in brackets.

ATCO GAS
SCHEDULE 02
General Plant Jobs (continued)
Minimum Bi-Weekly (Hourly) Salary Ranges and Steps

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Job Class Number	Job Title	Effective Jan. 1, 2017	Step	Effective Jan. 1, 2018	Step
020505	Chief Equipment and Vehicle Dispatcher	\$2914-3514 (36.43-43.93)	\$150 (1.88)	\$2963-3575 (37.04-44.69)	\$153 (1.91)
020515	Metering System Support				
020516	Senior Electronic and Instrumentation Support				
020405	Senior Building Operator	2836-3364 (35.45-42.05)	132 (1.65)	2887-3423 (36.09-42.79)	134 (1.68)
020409	Chief Supplyman				
020430	Equipment & Vehicle Dispatcher				

Annual step.

Hourly wage range and step shown in brackets.

**ATCO GAS
SCHEDULE 02**

General Plant Jobs (continued)

Minimum Bi-Weekly (Hourly) Salary Ranges and Steps

Job Class Number	Job Title	Effective Jan. 1, 2017	Step	Effective Jan. 1, 2018	Step
020307	Heavy Truck Driver	\$2383-3109	\$121	\$2425-3163	\$123
020309	Senior Meter Technician	(29.79-38.86)	(1.51)	(30.31-39.54)	(1.54)
020312	Senior Supplyman				
020323	Building Operator I				
020325	Service Installation Support				
020326	Material Control Support				
020329	Operations Dispatcher				
020344	Service Dispatcher				
020352	Field Dispatcher				
020360**	Electronic and Instrumentation Support				
020202	Building Operator II	2281-3007	121	2322-3060	123
020203**	Senior Automotive Storesman-Mechanical	(28.51-37.59)	(1.51)	(29.03-38.25)	(1.54)
020204**	Meter Technician				
020209	Fabricator				
020222	Chart Changer				

Annual step.

**Progression Job - See Appendix B.

Hourly wage range and step shown in brackets.

ATCO GAS
SCHEDULE 02
General Plant Jobs (continued)
Minimum Bi-Weekly (Hourly) Salary Ranges and Steps

Job Class Number	Job Title	Effective Jan. 1, 2017	Step	Effective Jan. 1, 2018	Step
020100**	Supplyman	\$2090-2750 (26.13-34.38)	\$132 (1.65)	\$2128-2798 (26.60-34.98)	\$134 (1.68)
020106	Garage Serviceman				
020108	Survey Assistant				
020000	Caretaker	2028-2633 (25.35-32.91)	121 (1.51)	2064-2679 (25.80-33.49)	123 (1.54)

Annual step.

**Progression Job - See Appendix B.

Hourly wage range and step shown in brackets.

ATCO GAS
SCHEDULE 05
Distribution Operations
Minimum Bi-Weekly (Hourly) Salary Ranges and Steps

Job Class Number	Job Title	Effective Jan. 1, 2017	Step	Effective Jan. 1, 2018	Step
050901	Distribution Foreman-Field	\$3554-4246	\$173	\$3616-4320	\$176
050902	Distribution Foreman-Service	(44.43-53.08)	(2.16)	(45.20-54.00)	(2.20)
050601	Distribution Operator-Field	3071-3683	153	3123-3747	156
050602	Distribution Operator-Service	(38.39-46.04)	(1.91)	(39.04-46.84)	(1.95)
050301**	Junior Distribution Operator-Field	2438-3170	122	2481-3225	124
050302**	Junior Distribution Operator-Service	(30.48-39.63)	(1.53)	(31.01-40.31)	(1.55)

Annual step.

** Progression Job-See Appendix B

Hourly wage range and step shown in brackets.

**ATCO GAS
SCHEDULE 05A
Distribution Operations
Minimum Bi-Weekly (Hourly) Salary Ranges and Steps**

This special schedule is applicable only to those incumbents in the jobclass below who were employed in this jobclass prior to July 15, 2007.

Job Class Number	Job Title	Effective Jan. 1, 2017	Step	Effective Jan. 1, 2018	Step
050401**	Distribution Operator Field (Progression)	\$2892-3428 (36.15-42.85)	\$134 (1.68)	\$2944-3488 (36.80-43.60)	\$136 (1.70)

Annual step.

** Progression Job

Hourly wage range and step shown in brackets.

ATCO GAS
SCHEDULE 06
Special Equipment Operation
Minimum Bi-Weekly (Hourly) Salary Ranges and Steps

Job Class Number	Job Title	Effective Jan. 1, 2017	Step	Effective Jan. 1, 2018	Step
060601	Special Equipment Operator	\$3071-3683 (38.39-46.04)	\$153 (1.91)	\$3123-3747 (39.04-46.84)	\$156 (1.95)
060301**	Junior Special Equipment Operator	2438-3170 (30.48-39.63)	122 (1.53)	2481-3225 (31.01-40.31)	124 (1.55)

Annual step.

** Progression Job-See Appendix B

Hourly wage range and step shown in brackets.

**ATCO GAS
SCHEDULE 09
Technologist Plant Jobs
Minimum Bi-Weekly (Hourly) Salary Ranges and Steps**

Job Class Number	Job Title	Effective Jan. 1, 2017	Step	Effective Jan. 1, 2018	Step
098500	Senior Electronic/ Instrument Technologist	\$3813-4577 (47.66-57.21)	\$191 (2.39)	\$3881-4657 (48.51-58.21)	\$194 (2.43)
096503	Senior Survey Technologist	3525-4161 (44.06-52.01)	159* (1.99)	3586-4234 (44.83-52.93)	162* (2.03)
096504	Senior GSM Technologist				
096505	Electronic and Instrumentation Technologist				
096450	Entry Level to Job Class 096500 – 096599	2730-3525 (34.13-44.06)	159* (1.99)	2776-3586 (34.70-44.83)	162* (2.03)
096250	Survey Technologist	3264-3864 (40.80-48.30)	150* (1.88)	3320-3932 (41.50-49.15)	153* (1.91)
096253	GSM Technologist				
096249	Entry Level to Job Class 096250 – 096299	2514-3264 (31.43-40.80)	150* (1.88)	2555-3320 (31.94-41.50)	153* (1.91)

Annual steps except those marked with an asterisk (*) which are semi-annual.

Hourly wage range and step shown in brackets.

**ATCO GAS
SCHEDULE 10
Technician Plant Jobs
Minimum Bi-Weekly (Hourly) Salary Ranges and Steps**

Job Class Number	Job Title	Effective Jan. 1, 2017	Step	Effective Jan. 1, 2018	Step
106700	Instrument Technician	\$3336-3932 (41.70-49.15)	\$149* (1.86)	\$3393-4001 (42.41-50.01)	\$152* (1.90)
106600	Entry Level to Job Class 106700 – 106799	2591-3336 (32.39-41.70)	149* (1.86)	2633-3393 (32.91-42.41)	152* (1.90)

Annual steps except those marked with an asterisk (*) which are semi-annual.

Hourly wage range and step shown in brackets.

**ATCO GAS
SCHEDULE 11
Utility Operator**

Minimum Hourly Salary Ranges and Steps

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Job Class Number	Job Title	Effective Jan. 1, 2018	Step	Effective Jan. 1, 2018	Step
114503	Utility Operator	\$2160-3007 (27.00-37.59)	\$121 (1.51)	\$2199-3060 (27.49-38.25)	\$123 (1.54)

Annual step.

ATCO GAS
SCHEDULE 12
Cathodic Protection Jobs
Minimum Bi-Weekly (Hourly) Salary Ranges and Steps

Job Class Number	Job Title	Effective Jan. 1, 2018	Step	Effective Jan. 1, 2018	Step
120300	Senior Cathodic Protection Technician	\$3070-3904 (38.38-48.80)	\$139 (1.74)	\$3126-3972 (39.08-49.65)	\$141 (1.76)
120200	Cathodic Protection Technician	3028-3584 (37.85-44.80)	139 (1.74)	3083-3647 (38.54-45.59)	141 (1.76)
120100**	Cathodic Protection Operator	2509-3265 (31.36-40.81)	126 (1.58)	2554-3322 (31.93-41.53)	128 (1.60)

Annual Step.

** Progression Job - See Appendix B.

Hourly wage range and step shown in brackets.

**ATCO GAS
SCHEDULE 14
Plant Support Jobs
Minimum Bi-Weekly (Hourly) Salary Ranges and Steps**

Job Class Number	Job Title	Effective Jan. 1, 2018	Step	Effective Jan. 1, 2018	Step
140400	Senior Plant Support Coordinator	\$2718-3246 (33.98-40.58)	\$132 (1.65)	\$2767-3303 (34.59-41.29)	\$134 (1.68)
140300	Plant Support Coordinator	2074-2998 (25.93-37.48)	132 (1.65)	2112-3050 (26.40-38.13)	134 (1.68)
140100	Plant Support	1627-2359 (20.34-29.49)	122 (1.53)	1656-2400 (20.70-30.00)	124 (1.55)

Annual step.

Hourly wage range and step shown in brackets.

NOTES

APPLYING TO:

- "Schedule 01 - Trade Plant Jobs"
- "Schedule 02 and 02A - General Plant Jobs"
- "Schedule 05 and 05A - Distribution Operations"
- "Schedule 06 - Special Equipment Operation"
- "Schedule 09 - Technologist Plant Jobs"
- "Schedule 10 - Technician Plant Jobs"
- "Schedule 11 - Utility Operator"
- "Schedule 12 - Cathodic Protection Jobs"
- "Schedule 14 - Support Plant Jobs"

1. Administration of Steps:

Progression through the ranges will be made annually (January) or alternatively, if provided by the Schedule, semi-annually (January and July) as follows:

- (a)** Satisfactory performance: one (1) step increase
- (b)** Superior performance: one step increase as above, plus one-half (1 ½) step increase
- (c)** Sub-standard performance: withhold one-half (1 ½) step increase or one (1) step increase as appropriate. Review at mid-year for further action.

2. Apprentice Jobs - See Schedule 00.

3. A Probationary employee as defined in Article 103.00 must be paid a minimum salary of at least the bottom of the range. On appointment to permanent staff an employee shall be advanced one increment in the wage range or to the top of the wage range whichever is the lesser. At the date of the first increment review (January 1st or alternatively July 1st) following the employee's appointment to permanent staff the increment adjustment as applicable shall be subject to annual or semi-annual review respectively as indicated by the schedule. Increments shall be

subject to all requirements in Note 1. This provision waived for apprentice employees outlined in Schedule 00.

4. Entry level jobs will also be subject to the above probationary rules and will receive an equivalent full step increase on successful completion of one hundred and eighty (180) days' employment. Their performance will again be reviewed in one (1) year and they must reach the top of the entry level range within, at most, thirty (30) months.
 - (a) It is agreed that if an employee's wage is red circled, and such employee is awarded a position as a result of a Job Notice, such employee maintains their red circled wage until the time period as expressed in notes 7 (a) or 7 (b) have expired whichever is the case.
5. Employees performing any jobs in these schedules on a Temporary basis, shall be paid on an hourly or daily rate calculated from the equivalent ranges.
6. An Odorant Handling Bonus of one dollar and forty-six cents (\$1.46) per hour will be paid for all hours worked by a person while handling Odorant. Effective January 1, 2018 an Odorant Handling Bonus of one dollar and forty-nine cents (\$1.49) per hour will be paid for all hours worked by a person handling Odorant.
7. The following terms and conditions apply only to red-circled employees identified in either Article 113.06 or 132.01(e).
 - (a) For those employees red-circled, such employees will have salary protection for a three (3) year period commencing from the date of becoming red circled. It is understood that after the three (3) year period, in the event that the employee's red-circled wage rate is higher than maximum wage rate of the position classification of work being performed, the employee's wage rate will be adjusted downward to the maximum of the position classification wage rate.
 - (b) It is agreed that if an employee's wage is red-circled, and such employee is awarded a position as a result of a Job Notice, such employee maintains their red circled wage until the time period as expressed in notes 7(a) or 7(b) have expired whichever is the case.

8. Employees who have been requested by the Corporation to obtain a valid Alberta Vehicle Inspection Certificate will receive a bonus of twenty-five (\$25.00) dollars per month. The Corporation shall pay any fees associated with obtaining the Certificate.

Effective January 1, 2018 employees who have been requested by the Corporation to obtain a valid Alberta Vehicle Inspection Certificate will receive a bonus of twenty-five dollars and forty-four cents (\$25.44) per month. The Corporation shall pay any fees associated with obtaining the Certificate.

9. In the event that an employee, who is classified lower than a Team Leader, has been assigned to be a Trainer in a classroom setting (including preparation time) on a daily basis shall be paid at a rate increased by the equivalent of one (1) step in their present classification.

APPENDIX A

ESSENTIAL SERVICE FUNCTION

- 1.** Notwithstanding the requirements of Article 116.00, it is recognized that certain work constitutes an essential service function required by the Corporation to give continuous service to its customers. To provide this service, certain jobs as listed below may be placed on an alternate work schedule without incurring overtime payment for the first eight (8) hours worked on a Saturday or Sunday. Where such schedule exceeds three (3) months, the employee shall receive one (1) weekend off in four (4).
- 2.** This list may be amended from time to time but such amendments will be discussed with the Association before implementation.
- 3.** An essential service function means a function which is mandatory to provide on a long term seven (7) day basis to prevent impairment to the Corporation's ability to supply its customers. Emergency work is not covered by these essential service function provisions.

APPENDIX B PROGRESSION JOBS

<u>Progression From</u>	<u>Progression To</u>
Junior Distribution Operator - Field	Distribution Operator – Field
Junior Distribution Operator - Service	Distribution Operator – Service
Junior Instrument Serviceman	Instrument Serviceman
Cathodic Protection Operator	Cathodic Protection Technician
Meter Repairman	Senior Meter Repairman
Electronic and Instrumentation Support	Senior Electronic and Instrumentation Support
Supplyman	Senior Supplyman
Junior Special Equipment Operator	Special Equipment Operator

SUBJECT TO THE FULFILLMENT OF THE FOLLOWING CONDITIONS:

1. The employee is expected to learn by classroom and/or on-the-job training the basic knowledge and competencies pertaining to the higher level job and to have demonstrated their ability to perform such work as defined in the specific progression job outline.
2. The Corporation will advise the Association if an employee is unable to meet the normal requirements of progression. The employee will be given three (3) months to secure another job within the Corporation, under the terms of the Collective Agreement. If unsuccessful, the employee's employment may be terminated by the Corporation.
3. Contingent on satisfactory performance and competency.
4. Progression from the lower level job to the higher level job will be made without job posting.
5. The Corporation will advise the Association of the name of an employee who is not eligible for progression from the lower level job to the higher level job. Accordingly, the employee would not be required to follow the procedures set out in Item #2 above.

6. Where applicable, progression requires satisfactory standing in an examination to test knowledge related to the higher level work. The results of such examination will be reviewed with the employee. At the request of the employee, one (1) rewrite of an examination will be allowed after a waiting period of at least six (6) months.
7. Where applicable, the employee must possess a 1st Class Gas Fitter's Certificate as administered by Apprenticeship and Industry Training, Department of Learning, Province of Alberta along with other Company requirements and competencies.
8. Competencies for Progression will be reviewed by The Company and The Association every three 3 years. Any recommendations for changes will be provided to the Vice President responsible for the training program for approval. Where no Vice President exists the most senior level management representative shall be substituted.

APPENDIX C

ONE DAY OFF IN SEVEN

This Appendix C may be cancelled at any time at the request of either party on thirty (30) days notice.

EMPLOYEES COVERED

Certain non-shift employees of ATCO Gas who are covered by the Labour Relations Board Certificate No. 117-2001, dated May 2, 2001.

CONDITIONS

The following Article under the Collective Agreement between ATCO Gas and the Natural Gas Employees' Association is amended only as follows. It is understood that the following amendment shall apply only to those employees identified in writing by the Corporation to the Association working on construction projects or for the purpose of performing inspection work.

ARTICLE 125.00 – ONE DAY OFF IN SEVEN

125.01 All employees, other than shift employees, shall be allowed forty-eight (48) consecutive hours of rest immediately following each period of not more than twelve (12) consecutive days of work; except in cases of either unforeseen or unusual circumstances relating to a particular project, the employees affected shall be allowed seventy-two (72) consecutive hours of rest immediately following each period of not more than eighteen (18) consecutive days worked. In cases of either unforeseen or unusual circumstances, the Vice-President or his designate in charge of the project shall inform the Association of the circumstances.

APPENDIX D

SHIFT FOR COMPANY WIDE OR MAJOR DISASTER

In the event of activation of the Crisis Management plan in response to a companywide or major disaster, the Company and Association agree to implement the following, where required:

- 1.** Selected employees will work eight (8) consecutive ten (10) hour days followed by six (6) consecutive days off resulting in eighty (80) hours bi-weekly paid at straight time with the exception of Sunday which will be paid at the applicable overtime rate.
- 2.** Any hours over and above ten (10) hours per day will be considered as overtime and paid accordingly.

APPENDIX E

LAYOFFS AND REDUCTION OF STAFF

For the purposes of Article 132 – Layoffs and Article 133 – Reduction of staff, the following will apply:

- 1.** For progression jobs listed in Appendix B (Plant) and Appendix A (Office), the position progressed 'from' and 'to' will be treated as one job classification number.
- 2.** 'Entry level to Job Class' jobs and the fully qualified job will be treated as one job classification number.
- 3.** For the System Coordinator position and the Engineering Technologist position, were a permanent reduction in staff is necessary, employees will be retained on the basis of first, job classification number as indicated on the official job description, second area of specialization, third geographic region and fourth, length of continuous NGEA bargaining unit service.
- 4.** For the System Coordinator position and the Engineering Technologist position, employee's will be eligible for rehire into identified job class number as indicated on the official job description, area of specialization and geographical region on a last out first in basis.

APPENDIX G
COMPRESSED WORK WEEK COVERING
CERTAIN NON-SHIFT PLANT UNIT EMPLOYEES
OF ATCO GAS

EMPLOYEES COVERED

All non-shift Plant Unit employees who are covered by the Labour Relations Board Certificate No. 117-2001 dated May 2, 2001.

CONDITIONS

The following Articles under the Collective Agreement between ATCO Gas and Natural Gas Employees' Association shall be amended as follows with five (5) working days notice and:

- where conditions permit, when employees will be working greater than 100 kilometres from their home base, and
- at the Corporation's discretion when employees will be working less than 100 kilometres from their home base.

It is understood that the following amendments shall apply only when a compressed work week is established for periods of at least one (1) week's duration.

ARTICLE 116.00 HOURS OF WORK AND OVERTIME

116.01 For all non-shift employees a normal day's work shall be ten (10) hours between the hours of 0700 and 1900 hours. A lunch period of at least one-half (½) hour to a maximum of one (1) hour shall be observed. The normal week shall be forty (40) hours worked in any four (4) consecutive days, Monday through Saturday inclusive. The Corporation undertakes to give employees affected seventy-two (72) hours notice of a change in the work week or commencement time of work.

116.03 Overtime shall mean any work performed in excess of ten (10) or eleven (11) hours per day or forty (40) hours per week, subject to Article 116.01. Whenever practical, overtime will be offered on a fair and equal basis to qualified employees. Exceptions include emergency situations and high risk or complex jobs.

116.04 Payments for authorized overtime shall be made as follows:
Note: Refer to 115.01 for calculation of the overtime rates.

- (a) All hours worked in excess of ten (10) or eleven (11) hours per day or forty (40) hours per week shall be paid at double (2) time the employee's regular rate of pay.

ARTICLE 119.00 HOLIDAYS

119.08 For those employees working a Compressed Work Week as described in Article 116.01, payment in respect to holidays shall be calculated on the basis of a regular day being ten (10) hours.

ARTICLE 120.00 ANNUAL VACATIONS

120.16 Notwithstanding the foregoing, for those employees working the Compressed Work Week as described in Article 116.01(a), payment in respect to vacations shall be calculated on the basis of a regular day being eight (8) hours. While on the four (4) day ten (10) hour compressed work week, if an employee wishes to take vacation days; for each vacation day taken the employee will be reduced 1.25 days from his vacation entitlement.

ARTICLE 127.00 STANDBY ALLOWANCE

127.05 It is understood that the extra day off 1 as a result of the compressed work week arrangement shall be treated as a regular work day for the determination of standby allowance.

SPECIAL NOTES

1. In cases of time off with pay granted, the following will apply:
 - a. For sick leave administration, each day will be ten (10) hours or 1.25 days. The employee's record of sick time will reflect ten (10) hours or 1.25 days for each day absent.
 - b. For compassionate grounds, salary indemnity or WCB, employees will revert to the normal hours of work in the day as covered by the Collective Agreement - eight (8) hours, and compensation will be computed on a regular basis.
2. Notwithstanding Article 116.01, it is agreed that to allow for a personal time-off request by an employee, the supervisor may

rearrange the regular day off resulting from the compressed work week program to coincide with the day on which the personal time off is requested.

- 3.** The Corporation will determine initially or subsequently the employees included in the Compressed Work Week Program as described in Article 116.01.

APPENDIX J-1
TWELVE (12)-HOUR SHIFT SCHEDULE,
DISTRIBUTION OPERATIONS – SERVICE 24 HOUR SHIFT

This schedule may be cancelled at any time if undue additional costs or a decrease in efficiency of the employees are generated by this project, or at the request of either party, on thirty (30) days' notice.

EMPLOYEES COVERED

Distribution Operators - Service

CONDITIONS

The following Articles under the Plant Collective Agreement between ATCO Gas and the Natural Gas Employees' Association are amended only as follows for the duration of the Trial Project:

ARTICLE 116.00 HOURS OF WORK AND OVERTIME

116.02 Shift employees shall be deemed to be employees who are required to work a regularly scheduled rotating two-shift system. Shift employees shall be subject to a twelve (12) hour day, and an average forty (40) hour week, and the schedules of shift work shall be posted in advance by the Corporation.

116.03 Overtime shall mean any work performed in excess of twelve (12) hours per day and an average forty (40) hours per week, subject to 116.02. Whenever practical, overtime will be offered on a fair and equal basis to qualified employees. Exceptions include emergency situations and high risk or complex jobs.

116.04 Payments for authorized overtime shall be made as follows:

Note: Refer to 115.01 for calculation on double (2x) time rates.

(a) All hours worked in excess of twelve (12) hours per day or an average forty (40) hours per week shall be paid at double (2x) times the employee's regular rate of pay.

(b) Notwithstanding Article 116.03 and only for Permanent or Probationary employees permanently classified as Distribution Operator - Service working the twelve (12) hour shift on a year round basis, payment of overtime

to shift employees who work according to a two-shift schedule rotating both as to time of day and day of week and who work an average of forty-two (42) hours per week shall be in the form of a shift bonus (0.199). The shift bonus shall be calculated on a bi-weekly basis to compensate at applicable overtime rates for loss of holidays and for the two (2) hours extra that are worked in an average week.

116.11 Daylight Saving Time

The following will apply when changing from Mountain Standard Time to Mountain Daylight Time and vice versa:

- (a) Twelve (12) hours straight time shall be paid to the employees who work the twelve (12) hour shift which commences between 1600 and 2000 hours on Saturday when the spring time change occurs.
- (b) Twelve (12) hours straight time plus one (1) hour double time shall be paid to the employees who work the twelve (12) hour shift which commences between 1600 and 2000 hours Saturday when the fall time change occurs.

ARTICLE 118.00 SHIFT DIFFERENTIAL

118.03 (c) Any job scheduled in advance for off normal hours requires scheduling for at least two (2) consecutive days to be considered as a shift schedule.

ARTICLE 120.00 ANNUAL VACATIONS

120.01 All Permanent and Probationary employees shall receive annual vacation with regular pay as outlined below:

VACATION ENTITLEMENT TABLE		
Completed Years of Service in the Calendar Year	Annual Vacation Entitlement	Annual Vacation Entitlement (based on 12 hours/Working Day)
0 - 6	3 weeks/15 Days	120 hours
7-15	4 weeks/20 Days	160 hours
16 - 23	5 weeks/25 Days	200 hours
24 years +	6 weeks/30 Days	240 hours

VACATION ENTITLEMENT REFERENCE TABLE

Year Hired	4 Weeks as of January 1	5 Weeks as of January 1	6 Weeks as of January 1
1992	n/a	n/a	2016
1993	n/a	n/a	2017
1994	n/a	n/a	2018
1995	n/a	n/a	2019
1996	n/a	n/a	2020
1997	n/a	n/a	2021
1998	n/a	2014	2022
1999	n/a	2015	2023
2000	n/a	2016	2024
2001	n/a	2017	2025
2002	n/a	2018	2026
2003	n/a	2019	2027
2004	n/a	2020	2028
2005	n/a	2021	2029
2006	n/a	2022	2030
2007	n/a	2023	2031
2008	n/a	2024	2032
2009	2016	2025	2033
2010	2017	2026	2034
2011	2018	2027	2035
2012	2019	2028	2036
2013	2020	2029	2037
2014	2021	2030	2038
2015	2022	2031	2039
2016	2023	2032	2040
2017	2024	2033	2041
2018	2025	2034	2042

120.11 For purposes of this Agreement, vacation will be computed in relation to regularly scheduled consecutive twelve (12) hour shifts.

SPECIAL NOTES

- (a) In cases of time off with pay granted on compassionate grounds, sickness and accident indemnity, employees will revert to normal hours of work as covered by the Plant Collective Agreement and compensation will be computed on the regular basis.
- (b) In converting from the eight (8) hour shift schedule to the twelve (12) hour shift schedule at the commencement of the trial period, or if reversion to the eight (8) hour shift schedule takes place at the end of the trial period, no overtime will be accrued as a result of the change to the new shift schedule.
- (c) Shift differentials will be paid in accordance with Article 118.00.
- (d) An employee will not be permitted to work two (2) shifts back to back.

TRANSFERS

Employees who are transferred to work on the twelve (12) hour shift will be given twenty-four (24) hours' notice of a change in their workweek. Employees who are transferred to work on the twelve (12) hour shift in an emergency relief capacity, without the necessary twenty-four (24) hours' notice, will be paid for overtime at the appropriate rate for the first shift.

APPENDIX J-2
TWELVE (12)-HOUR SHIFT SCHEDULE,
COVERING DISTRIBUTION OPERATIONS – SERVICE
12 HOUR SHIFT

This schedule may be cancelled at any time if undue additional costs or a decrease in efficiency of the employees are generated by this project, or at the request of either party on thirty (30) days' notice.

Employees Covered

Distribution Operators - Service

DURATION

Subject to the above, the trial period will commence following receipt of the necessary approvals, expiration of the current Compressed Work Week required cancellation notice and will continue unless cancelled as provided above.

Conditions

The following Articles under the Plant Collective Agreement between ATCO Gas and Natural Gas Employees' Association are amended only as follows for the duration of the Trial Project.

ARTICLE 116.00 - HOURS OF WORK AND OVERTIME

- 116.02** Shift employees shall be deemed to be employees who are required to work a regularly scheduled rotating one-shift system. Shift employees shall be subject to a twelve (12) hour day, and an average (40) hour week, and the schedules of shift work shall be posted in advance by the Corporation.
- 116.03** Overtime shall mean any work in excess of twelve (12) hours per day and an average forty (40) hours per week, subject to 116.02. Whenever practical, overtime will be offered on a fair and equal basis to qualified employees. Exceptions include emergency situations and high risk or complex jobs.
- 116.04** Payments for authorized overtime shall be made as follows:
Note: Refer to 115.01 for calculation on double (2x) time rates.
- (a)** All hours worked in excess of twelve (12) hours per day or an average forty (40) hours per week shall be paid at double (2x) times the employee's regular rate of pay.

116.11 Daylight Saving Time

The following shall apply when changing from Mountain Standard Time to Mountain Daylight Time and vice versa:

- (a) Twelve (12) hours straight time shall be paid to the employees who work the twelve (12) hour shift which commences between 1600 and 2000 hours on Saturday when the spring time change occurs.
- (b) Twelve (12) hours straight time plus one (1) hour double time shall be paid to the employees who work the twelve (12) hour shift which commences between 1600 and 2000 hours Saturday when the fall time change occurs.

ARTICLE 118.00 SHIFT DIFFERENTIAL

118.03 (c) Any job scheduled in advance for off-normal hours requires scheduling for at least two (2) consecutive days to be considered as a shift schedule.

ARTICLE 120.00 ANNUAL VACATIONS

120.01 All Permanent and Probationary employees shall receive annual vacation with regular pay as outlined below:

VACATION ENTITLEMENT TABLE		
Completed Years of Service in the Calendar Year	Annual Vacation Entitlement	Annual Vacation Entitlement (based on 12 hours/Working Day)
0 - 6	3 weeks/15 Days	120 hours
7-15	4 weeks/20 Days	160 hours
16 - 23	5 weeks/25 Days	200 hours
24 years +	6 weeks/30 Days	240 hours

VACATION ENTITLEMENT REFERENCE TABLE

Year Hired	4 Weeks as of January 1	5 Weeks as of January 1	6 Weeks as of January 1
1992	n/a	n/a	2016
1993	n/a	n/a	2017
1994	n/a	n/a	2018
1995	n/a	n/a	2019
1996	n/a	n/a	2020
1997	n/a	n/a	2021
1998	n/a	2014	2022
1999	n/a	2015	2023
2000	n/a	2016	2024
2001	n/a	2017	2025
2002	n/a	2018	2026
2003	n/a	2019	2027
2004	n/a	2020	2028
2005	n/a	2021	2029
2006	n/a	2022	2030
2007	n/a	2023	2031
2008	n/a	2024	2032
2009	2016	2025	2033
2010	2017	2026	2034
2011	2018	2027	2035
2012	2019	2028	2036
2013	2020	2029	2037
2014	2021	2030	2038
2015	2022	2031	2039
2016	2023	2032	2040
2017	2024	2033	2041
2018	2025	2034	2042

120.11 For purposes of this Agreement, vacation will be computed in relation to regularly scheduled consecutive twelve (12) hour shifts.

SPECIAL NOTES

- (a) In cases of time off with pay granted on compassionate grounds, sickness and accident indemnity, employees will revert to normal hours of work as covered by the Collective Agreement and compensation will be computed on a regular basis.
- (b) In converting from the eight (8) hour shift schedule to the twelve (12) hour shift schedule at the commencement of the period, or if reversion to the eight (8) hour shift schedule takes place at the end of the period, no overtime will be accrued as a result of the change to the new shift schedule.
- (c) Shift differentials will be paid in accordance with Article 118.00.
- (d) An employee will not be permitted to work two shifts back to back.

TRANSFERS

Employees who are transferred to work on the twelve (12) hour shift will be given twenty-four (24) hours' notice of a change in their workweek. Employees who are transferred to work on the twelve (12) hour shift in an emergency relief capacity, without the necessary twenty-four (24) hours' notice, will be paid for overtime at the appropriate rate for the first shift.

APPENDIX J-3
**TWELVE (12) HOUR SHIFT SCHEDULE, COVERING
CERTAIN DISTRIBUTION OPERATIONS DISPATCHERS**

This schedule may be cancelled at any time if undue additional costs or a decrease in efficiency of the employees are generated by this project, or at the request of either party on thirty (30) days' notice.

EMPLOYEES COVERED:

Dispatchers (12 Hour)

DURATION:

Subject to the above, the trial period will commence following receipt of the necessary approvals, expiration of the current Compressed Work Week required cancellation notice and will continue unless cancelled as provided above.

CONDITIONS:

The following Articles under the Plant Collective Agreement between ATCO Gas and the Natural Gas Employees' Association are amended only as follows for the duration of the Trial Project.

ARTICLE 116.00 HOURS OF WORK AND OVERTIME

- 116.02 (a)** Shift employees shall be deemed to be employees who are required to work a regularly scheduled rotating two-shift system. Shift employees shall be subject to a twelve (12) hour day, and an average forty (40) hour week, and the schedules of shift work shall be posted in advance by the Corporation.
- (b)** The normal hours for shift commencement times shall be as follows:
- (i)** a Day Shift shall commence between 0400 and 0800 hours;
 - (ii)** a Night Shift shall commence between 1600 and 2000 hours.
- 116.03** Overtime shall mean any work in excess of twelve (12) hours per day and an average forty (40) hours per week, subject to 116.02. Whenever practical, overtime will be offered on a fair and equal basis to qualified employees. Exceptions include emergency situations and high risk or complex jobs.

116.04 Payments for authorized overtime shall be made as follows:
NOTE: Refer to 115.01 for calculation of double (2x) time rates.

- (a) All hours worked in excess of twelve (12) hours per day or an average forty (40) hours per week shall be paid at double (2x) time the employee's regular rate of pay.
- (b) Notwithstanding Article 116.03 and only for Permanent or Probationary employees permanently classified as Dispatchers working the twelve (12) hour shift on a year round basis, payment of overtime to shift employees who work according to a two-shift schedule rotating both as to time of day and day of week and who work an average of seventy-two (72) hours per week shall be in the form of a shift bonus (0.199). The shift bonus shall be calculated on a bi-weekly basis to compensate at applicable overtime rates for loss of holidays and for the two (2) hours extra that are worked in an average week

116.08 Daylight Saving Time

The following shall apply when changing from Mountain Standard Time to Mountain Daylight Time and vice versa:

- (a) Twelve (12) hours straight time shall be paid to the employees who work the twelve (12) hour shift which commences between 1600 and 2000 hours on Saturday when the spring time change occurs.
- (b) Twelve (12) hours straight time plus one (1) hour double time shall be paid to the employees who work the twelve (12) hour shift which commences between 1600 and 2000 hours Saturday when the fall time change occurs.

ARTICLE 118.00 SHIFT DIFFERENTIAL

118.03 (c) Any job scheduled in advance for off-normal hours requires scheduling for at least two (2) consecutive days to be considered as a shift schedule.

ARTICLE 120.00 ANNUAL VACATIONS

120.01 All Permanent and Probationary employees shall receive annual vacation with regular pay as outlined below:

VACATION ENTITLEMENT TABLE

Completed Years of Service in the Calendar Year	Annual Vacation Entitlement	Annual Vacation Entitlement (based on 12 hours/Working Day)
0 - 6	3 weeks/15 Days	120 hours
7-15	4 weeks/20 Days	160 hours
16 - 23	5 weeks/25 Days	200 hours
24 years +	6 weeks/30 Days	240 hours

VACATION ENTITLEMENT REFERENCE TABLE

Year Hired	4 Weeks as of January 1	5 Weeks as of January 1	6 Weeks as of January 1
1992	n/a	n/a	2016
1993	n/a	n/a	2017
1994	n/a	n/a	2018
1995	n/a	n/a	2019
1996	n/a	n/a	2020
1997	n/a	n/a	2021
1998	n/a	2014	2022
1999	n/a	2015	2023
2000	n/a	2016	2024
2001	n/a	2017	2025
2002	n/a	2018	2026
2003	n/a	2019	2027
2004	n/a	2020	2028
2005	n/a	2021	2029
2006	n/a	2022	2030
2007	n/a	2023	2031
2008	n/a	2024	2032
2009	2016	2025	2033
2010	2017	2026	2034
2011	2018	2027	2035

VACATION ENTITLEMENT REFERENCE TABLE

Year Hired	4 Weeks as of January 1	5 Weeks as of January 1	6 Weeks as of January 1
2012	2019	2028	2036
2013	2020	2029	2037
2014	2021	2030	2038
2015	2022	2031	2039
2016	2023	2032	2040
2017	2024	2033	2041
2018	2025	2034	2042

120.11 For purposes of this Agreement, vacation will be computed in relation to regularly scheduled consecutive twelve (12) hour shifts.

SPECIAL NOTES:

- (a) In converting from the eight (8) hour shift schedule to the twelve (12) hour shift schedule at the commencement of the trial period, or if reversion to the eight (8) hour shift schedule takes place at the end of the trial period, no overtime will be accrued as a result of the change to the new shift schedule.
- (b) Shift differentials will be paid in accordance with Article 118.00.
- (c) An employee will not be permitted to work two (2) shifts back to back.
- (d) It is the intent of this Appendix to include the Shift Bonus as identified in Article 116.04 into base regular bi-weekly pay only for Permanent or Probationary employees permanently classified as Dispatchers working the twelve (12) hour shift on a year round basis for the purposes of time off with pay granted on compassionate grounds, disability claims, annual vacations, pension contributions and calculation and Employee Life Insurance.
- (e) In the event that an employee identified in point (d) above is temporarily assigned a position not working the shift, such employee will not be paid the shift bonus for the duration of the temporary assignment.

TRANSFERS:

Employees who are transferred to work on the twelve (12) hour shift will be given twenty-four (24) hours' notice of a change in their workweek. Employees who are transferred to work on the twelve (12) hour shift in an emergency relief capacity, without the necessary twenty-four (24) hours' notice, will be paid for overtime at the appropriate rate for the first shift.

LETTER OF UNDERSTANDING:

OTHER TERMS AND CONDITIONS OF EMPLOYMENT

This Letter of Understanding comes into force and effect on the first (1st) day of January, 2017 and shall continue in force and effect until the thirty-first (31st) day of December, 2018 for all employees of the NGEA Office and Plant agreements:

1. Personal Vehicle Use for Corporation Authorized Business

- a) For kilometers traveled on approved Corporation business, the employee shall be reimbursed for the actual distance driven in accordance with the Corporation's mileage policy.
- b) Where a Job Description specifically states that an employee is required by the Corporation, as a condition of his job, to provide his personal vehicle for Corporation authorized business use, the Corporation shall make a parking stall available on terms and condition similar to other employees and shall provide for actual costs up to a maximum of \$20.00 per month parking allowance.
- c) For an employee who is required to provide his personal vehicle, on an occasional basis, he shall submit reimbursement for parking through the expense account procedure.

2. Workers' Compensation Top-Up

Permanent employees who are receiving Workers' Compensation payments and whose salaries are above the WCB maximum earnings shall (after the first 20 days of WCB payments) receive a top-up payment. The top-up will be calculated using the Disability Benefits formula for income protection with the top-up portion considered as excess pay by the Corporation.

3. Boot Allowance

- Employees will be reimbursed 100% of the cost of the total purchase or repair (including GST) of approved safety footwear, up to a maximum of four hundred dollars (\$400) in a two year calendar period commencing Jan 1, 2015 and ending December 31, 2016.
- They will be eligible for the full \$400 during this timeframe regardless of when they last received a reimbursement from the

Company previous to January 1, 2015 or when they became/ become eligible.

- Reimbursements will continue to be tracked by the employee's department.

4. Work Breaks

To ensure employees' ongoing fitness for work, the Corporation agrees that reasonable breaks will be allowed.

5. Red Circling

If an employee is unable to perform his normal day's work as a result of illness and returns to work in a lower level job, the employee will not have their bi-weekly pay reduced. The following terms and conditions apply only to Salary Indemnity employees returning to work.

- a) For those employees red circled, such employees will have salary protection for a three (3) year period commencing from the date of becoming red circled. It is understood that after the three (3) year period, in the event that the employee's red circled wage rate is higher than maximum wage rate of the position classification of work being performed, the employee's wage rate will be adjusted downward to the maximum of the position classification wage rate.
- b) It is agreed that if an employee's wage is red circled, and such employee is awarded a position as a result of a Job Notice, such employee maintains their red circled wage until the time period as expressed in notes a) and b) have expired whichever is the case.

6. Employees Permanently Classified in a 12-Hour Shift Arrangement

If employees become permanently classified year round in a 12-hour shift arrangement, such employees shall have their shift bonus reflected in base pay for the purposes of time off with pay granted on compassionate grounds, disability claims, annual vacations, pension contributions and calculation and Employee Life Insurance.

7. Dealing with the Filling of Vacancies

The Corporation will undertake to fill short term and long term vacancies in the following manner. However, where not feasible due to operational requirements, the following provisions will not come into effect.

- a)** A short term vacancy of a permanent job where the incumbent is expected to return to the job may be filled through, in order to preference:
 - Article 123.00 – Temporary Change of Duties,
 - Work Experience Program
 - Temporary Employee hired as cover off
 - Casual Employee hired as cover off, or,
 - Left vacant.

- b)** A long term vacancy of a permanent job where the incumbent will not be returning to the job:
 - May be posted directly as outlined in Article 114.00 – Job Posting, Promotions and Transfers,
 - May have the posting process delayed, or,
 - May be deleted,
 - i.** If the vacancy is to be posted immediately, interim arrangements may be arranged as per a) above.
 - ii.** If the posting is to be delayed, the Corporation may fill the vacancy in one of the following methods, in order of preference:
 - Article 123.00 – Temporary Change of Duties,
 - Work Experience Program
 - Temporary Employee hired as cover off, or
 - Casual Employee hired as cover off.

- c)** If the duration of a temporary job is expected to be greater than 3 months, the Work Experience Program may be considered. The job may be filled with a Temporary employee as well.

8. Job Exchange

In order to gain broader work experience by trying out different jobs within the company a job exchange program will be introduced for permanent employees of Schedule 23 and Schedule 14 of the ATCO Gas Collective Agreements.

The job exchange program will allow:

- two permanent employees of Schedule 23 and Schedule 14 in the same job class level to apply to the company for permission to exchange jobs.
- a permanent employee of Schedule 23 and Schedule 14 to apply to the company for permission to move on a temporary basis to a clerical position in Schedule 23 and Schedule 14 that is currently being filled by a Temporary or Casual employee.

9. Defined Contribution Pension Plan

In order to recognize the Association's desire to have input on pension concerns, the Company will support the Association's request to have a member on the Defined Contribution Pension Advisory Committee (DCPAC).

10. Summer Students

It is agreed that Summer Students shall be included in the scope of the Plant and Office Agreement. The wage rate for Summer Students will be set by Human Resources, Note 4 (Office) and Note 5 (Plant) will not apply.

11. Thursday to Thursday Standby

ATCO Gas understands that there may be times that employees may need to have a portion of their standby shift re-assigned. Examples of where this might occur include:

- In order to accommodate the scheduling of holidays, an employee may only be able to work Thursday to Sunday of the shift, due to previously scheduled vacation. It is hoped that going forward that enough advance notice of an employee's standby schedule can be given in order to work around this.

- If an employee has a particularly busy standby over the Thursday to Sunday portion of the shift then fatigue may become a factor. The employee and their supervisor may assess that continuing standby poses a safety risk due to fatigue and the remainder of the standby (Monday to Wednesday) may be given to another employee.
- Any questions should be referred to your supervisor or HR contact person.

12. Pension and Benefits

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

The pension plans and the benefits package are administered by ATCO Group and may change from time to time.

This Letter of Understanding expires on December 31, 2018.

LETTER OF UNDERSTANDING

SEVERANCE PROVISIONS

DURATION

This Letter of Understanding comes into effect and force on the first (1st) day of January, 2017 and shall continue in force and effect until the thirty-first (31) day of December, 2018.

EMPLOYEES COVERED

Permanent Plant and Office employees affected by Article 133.00

CONDITIONS

1. This agreement does not form part of the Collective Agreements and if concerns arise with respect to the agreement, they shall be addressed by representatives of the Parties and not by way of the grievance procedure.
2. The following formula will be used to determine the amount of severance offered to Permanent employees who are affected by Article 133.00 of the Plant and Office Unit Collective Agreements between January 1, 2017 and December 31, 2018:
 - (a) An amount for length of service, calculated as follows:
 - (i) Two and one-half (2½) weeks regular pay per year of service with the Corporation will be paid to Permanent employees in lieu of notice.
 - (b) An amount in consideration of a Permanent employee's age, calculated as follows:
 - (i) Where a Permanent employee is between fifty (50) and fifty-four (54) years of age at the time of termination, the employee will be paid four (4) weeks regular pay in lieu of notice.
 - (ii) Where a Permanent employee is fifty-five (55) years of age or older at the time of termination, the employee will be paid six (6) weeks regular pay in lieu of notice.
 - (c) A minimum of thirteen (13) weeks regular pay will be paid in severance in lieu of notice.

- (d)** A maximum of sixty (60) weeks regular pay will be paid in severance in lieu of notice.
 - (e)** Where a Permanent employee's severance calculated under 2(a) is capped at sixty (60) weeks regular pay and the employee is age fifty (50) or older, an additional two and a half (2½) weeks regular pay will be paid in consideration of age.
 - (f)** Where a Permanent employee's severance calculated under 2(a) is under sixty (60) weeks regular pay and the employee is age fifty (50) or older, the maximum severance calculated using 2(a) and 2(b) will be sixty (60) weeks regular pay plus up to two and a half (2½) weeks regular pay.
- 3.** In addition to the amounts payable under 2 above, a Permanent employee affected by Article 133.00 of the Plant and Office Unit Collective Agreements between January 1, 2017 and December 31, 2018 shall be entitled to a payment of twelve percent (12%) of the severance amount in lieu of benefits.

This Letter of Understanding expires on December 31, 2018.

LETTER OF UNDERSTANDING

AIRDRIE AND OKOTOKS

This Letter of Understanding comes into effect and force on the first (1st) day of January, 2017 and shall continue in force and effect until the thirty-first (31) day of December, 2018.

Foremen Field, Distribution Operators, Field and Junior Distribution Operators Field and Utility Operators based out of Airdrie and Okotoks will be considered as part of the Calgary area for the purposes of transfers and rotations, job postings and redundancies. To be clear, field employees within the Calgary Region will be administered as per the current practices prior to the development of “field based” offices in Airdrie and Okotoks.

This Letter of Understanding expires on December 31, 2018.

LETTER OF UNDERSTANDING

LATERAL TRANSFERS WITHIN A REGION

This Letter of Understanding comes into effect and force on the first (1st) day of January, 2017 and shall continue in force and effect until the thirty-first (31) day of December, 2018.

Employees cannot post on a job that they are already classified in within their own region. Notification for opportunities for transfers will be posted in the Operating Centres within the region for ten (10) days. Transfer requests will be managed based on the business needs of the Corporation and seniority. Employees in these positions wishing to transfer are to notify Human Resources in writing for consideration prior to the deadline. Employees are encouraged to notify NGEA of their intent.

- Region is defined as Agency Office, Edmonton (includes Edmonton offices, St. Albert and SPOC), Calgary (except as defined Field employees in the Airdrie and Okotoks as outlined below).
- Includes all positions within that region that are currently or could be located in multiple locations in that region.
- Positions include but are not limited to Schedule 5 positions, Supplyman positions, Building Operator positions, Utility Operators, Schedule 28, etc.
- Positions that can have specialties can be excluded e.g. Eng Techs, System Coordinators.

With the deletion of the Lateral Transfer Letter of Understanding, Schedule 23 employees (Office Unit) will be excluded from this practice and positions will be posted. It is understood that employees covered by Schedule 23 are required to perform all functions covered by the job description and as defined under their supervisor's area of responsibility. Cross-training and temporary assignments for coverage are not permanent.

For the Plant Unit, Foremen Field, Distribution Operators, Field and Junior Distribution Operators Field and Utility Operators based out of Airdrie and Okotoks will be considered as part of the Calgary area for the purposes of transfers and rotations, job postings and redundancies.

To be clear, field employees within the Calgary Region will be administered as per the current practices prior to the development of “field based” offices in Airdrie and Okotoks.

This Letter of Understanding expires on December 31, 2018.

LETTER OF UNDERSTANDING

SELECTION CRITERIA

This Letter of Understanding comes into effect and force on the first (1st) day of January, 2017 and shall continue in force and effect until the thirty-first (31) day of December, 2018.

The company and the Association will establish a Joint Committee to review and develop parameters for recommendation related to the selection criteria as agreed to in 114.05. The recommendations will be provided to the President or the most senior Executive no later than January 30, 2017.

This Letter of Understanding expires on December 31, 2018.

