

# COLLECTIVE AGREEMENT

2016 – 2017

*between*

**ATCO Pipelines**

*and*



# NATURAL GAS EMPLOYEES' ASSOCIATION

## DIRECTORY

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	<b><u>Table of Contents</u></b>	<b><u>Page</u></b>
Article 1.00	Term of Agreement	3
Article 2.00	Application and Recognition	5
Article 3.00	Definition of Employee Categories	6
Article 4.00	Rights of Management	7
Article 5.00	Harassment and Discrimination	7
Article 6.00	Management Responsibility	8
Article 7.00	Grievance Procedure	8
Article 8.00	Continuity of Service	12
Article 9.00	Association Dues	13
Article 10.00	Salary Schedules, Notes & Appendices	13
Article 11.00	Notices	13
Article 12.00	Headings	14
Article 13.00	Job Classification	14
Article 14.00	Job Posting, Promotions and Transfers	17
Article 15.00	Calculation of Hourly Rates	20
Article 16.00	Hours of Work and Overtime	21
Article 17.00	Call Out	25
Article 18.00	Shift Differential	26
Article 19.00	Holidays	26
Article 20.00	Annual Vacations	27
Article 21.00	Travel Time and Expenses	30
Article 22.00	Board and Lodging	31
Article 23.00	Temporary Change of Duties	31
Article 24.00	Basis of Payment	32
Article 25.00	One Day Off in Seven	32
Article 26.00	Termination of Service	33
Article 27.00	Standby Allowance	33
Article 28.00	Inclement Weather Allowance	34
Article 29.00	Leaves	34
Article 30.00	Bereavement	34
Article 31.00	Calculation of Premium Rates	35
Article 32.00	Reduction of Staff	35

## **Table of Contents**

## **Page**

Article 33.00	Problem Resolution Forum	36
Article 34.00	Technological Change	37
Article 35.00	Flex Days	37
Article 36.00	Wages	38
Salary - Schedule 00 -	Jan. 1/16	40
Salary - Schedule 01 -	Jan. 1/16	41
Salary - Schedule 02 -	Jan. 1/16	42
Salary - Schedule 03 -	Jan. 1/16	43
Salary - Schedule 04 -	Jan. 1/16	44
Salary - Schedule 05 -	Jan. 1/16	45
Salary Schedule 06 -	Jan. 1/16	46
Salary - Schedule 09 -	Jan. 1/16	47
Salary - Schedule 09A -	Jan. 1/16	48
Salary - Schedule 10-	Jan. 1/16	49
Salary - Schedule 14 -	Jan. 1/16	50
Salary - Schedule 23 -	Jan. 1/16	51
Salary - Schedule 25 -	Jan. 1/16	52
Salary - Schedule 29 -	Jan. 1/16	53
Salary Schedule Notes		54
Appendix B1		57
Appendix B2		58
Appendix C		59
Appendix D-1		61
Appendix D-2		63
Appendix D-3		68
Appendix E		71
Appendix G		72

## AGREEMENT

THIS AGREEMENT made as of the 1<sup>st</sup> day of January A.D., 2016.

BETWEEN:

*ATCO Gas & Pipelines Ltd.*, a body corporate with head office at the City of Calgary, 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 engaged in the business of the transportation of natural gas, and other hydrocarbon energy; the installation and maintenance of pipelines, compressors, and metering/regulation facilities; and provision of transmission services, namely, transporting high-pressured natural gas from production locations to end-users and other pipeline interconnections, namely, transporting natural gas in a transmission pipeline to customers.

AND

Whereas, by Certificate No. 115-2001 (hereinafter called “the Certificate”) dated the 2<sup>nd</sup> 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 employees of the ATCO Pipelines Division.”*

## **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 transportation of natural gas in a transmission pipeline to customers,

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 favourable 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 1.00 TERM OF AGREEMENT**

- 1.01** This Agreement shall come into effect and force on the first (1<sup>st</sup>) day of January A.D. 2016 and, unless terminated in the manner provided in Article 1.06, shall continue in operation until the thirty-first (31<sup>st</sup>) day of December A.D. 2017.
- 1.02** Should either party wish to negotiate and enter into a new Collective Agreement to replace this Agreement, they shall serve notice of their intention upon the other party not more than one hundred and twenty (120) days, not less than ninety (90) days prior to the last date for operation of this Agreement as provided under Article 1.01 above.
- 1.03** The notice served under Article 1.02 shall list the alterations, amendments, changes or new requests that are requested to be made to this Agreement to be included in a new Collective Agreement to replace this Agreement.
- 1.04** The party receiving the notice referred to under Article 1.02 shall, within twenty (20) calendar days of receipt of the same, deliver a list of alterations, amendments, changes or new requests that it requests be made to this Agreement to be included in a new Collective Agreement to replace this Agreement, the said notification to be delivered to the other party.
- 1.05** All of the alterations, amendments, changes and new requests made pursuant to Article 1.03 and Article 1.04 by the two parties, are hereafter referred to as "items for submission to arbitration".
- 1.06** If notice is given as provided under Article 1.02 above, the parties agree that forthwith after the lists referred to in Article 1.03 and Article 1.04 have been served and exchanged, or forthwith after the time for delivery of the list as provided under Article 1.04 has expired (if no list is, within that time, delivered to the other party), to enter into a new Collective Agreement replacing this Agreement, which new Collective Agreement will provide and include the following:
- (a)** The provisions and terms of this Article with the exception that the "term" of the new Agreement shall commence on the first Monday following:
    - (i)** the date the list of alterations, amendments, changes or new requests is served, pursuant to Article 1.04, or,

- (ii) the time for delivery of the list under Article 1.04 has expired, whichever is the latter, and will continue in force and effect for a period of two (2) years;
- (b) All of the other provisions of this Agreement;
- (c) A list of all "items for submission to arbitration";
- (d) An arbitration article in the following terms:
  - (i) forthwith after this Agreement has been entered into, the parties will meet on notice by either party to discuss all "items for submission to arbitration", and will attempt to settle the same through discussion and negotiation;
  - (ii) any items settled and agreed will become a term of the Collective Agreement as of an effective date agreed to by the parties and where necessary, will amend any existing term or provision hereof;
  - (iii) should the parties be unable to agree and settle all of the "items for submission to arbitration", within ninety (90) calendar days of the commencement date of this Agreement, then either party shall be entitled to submit the difference or dispute in respect to such items that have not been settled, to arbitration as hereafter provided;
  - (iv) either party shall notify the other of their intention to proceed to arbitration by forwarding a letter to such other party specifying the name of their nominee to an Arbitration Board. The party receiving the notice shall, within a period of ten (10) calendar days of receipt of the same, notify the other of the name of their nominee to the Arbitration Board. The two (2) nominees shall attempt to agree upon a third party to be Chairman of the Arbitration Board. Should either of the parties refuse or fail to name an appointee, or should the two (2) nominees fail to select a Chairman within thirty (30) calendar days of the initial letter referring the matter to arbitration, an application may be made to the Chief Justice of the Court of Queen's Bench of Alberta, to have such appointment, or appointments, made. The Arbitration Board's jurisdiction shall be to settle and determine all "items for submission to arbitration", that have not been previously settled between the parties.

Each party shall be responsible for the fees and expenses of their nominee and the witnesses called by them, and the parties shall share equally in the cost and expenses of the Chairman. The decision of a majority of the members of the Arbitration Board shall be the decision of the Board and if there is no majority, the decision of the Chairman shall be the decision of the Board.

- 1.07** The consideration for the new Agreement that is entered into under Article 1.06 above, shall be the mutual covenants and agreements to be observed by each of the parties to that Agreement.
- 1.08** The settlement and determination of all items submitted to the Arbitration, pursuant to the Arbitration Article above, shall be included in the Collective Agreement and shall replace, alter, or amend any other provision that by implication of the settlement, must be altered, varied or amended.
- 1.09** For greater certainty, it is understood and agreed that the new Collective Agreement that is entered into pursuant to the provisions of Article 1.06, comes into effect on the first Monday following the date the list of alterations, amendments, changes and new requests, are served, pursuant to Article 1.04 or the time for delivery of the list under Article 1.04 has expired, whichever is the latter. Upon the new Agreement being entered into, this present Agreement will terminate and be of no further force or effect.

## **ARTICLE 2.00 APPLICATION AND RECOGNITION**

- 2.01** 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. 115-2001 or said certificate as it may be amended from time to time.
- 2.02** 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 2.01 or said certificate as it may be amended from time to time.
- 2.03** (a) It is agreed that Casual Clerical/Admin. and Non-field employees shall not be included within the scope of this Collective Agreement. A Casual Clerical/Admin. and Non-field employee is defined as an employee who does not work more than 240 hours within any three (3) calendar month period.

- (b) It is agreed that Casual Field employees shall not be included within the scope of this Collective Agreement. A Casual Field employee is defined as an employee who does not work more than 256 hours within any three (3) calendar month period.

## **ARTICLE 3.00 DEFINITION OF EMPLOYEE CATEGORIES**

**3.01** All employees covered by this Collective Agreement shall fall into the following categories: Permanent employees, Probationary employees or Temporary employees.

**3.02** 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 a Permanent category shall be communicated to the employee and the Association in writing within seven (7) calendar days of appointment.

- 3.03**
- a) A Probationary employee shall be 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 his employment may be terminated at Management's discretion.
  - b) A Temporary employee shall be credited with fifty (50) percent of the continuous time worked to a maximum of one hundred and twenty (120) calendar days towards the trial period.
  - c) 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.

**3.04** A Temporary employee is an employee who is engaged in work that is not of a permanent or continuing nature and whose employment may be terminated on the completion of such work. 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 agrees to notify the Association in writing of the names of employees hired in this category, upon hiring. The parties agree that any Temporary employee who completes five hundred forty (540) calendar days of continuous employment shall achieve Permanent employee status except with the Temporary employee is specifically hired to accommodate maternity leave, adoption leave, parental leave, sick leave and Workers' Compensation Board situations. In situations accommodating maternity leave,

adoption leave, parental leave, sick leave and Workers' Compensation Board claims, Permanent employee status shall be achieved after completion of nine hundred (900) calendar days of continuous employment.

#### **ARTICLE 4.00 RIGHTS OF MANAGEMENT**

- 4.01** 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.
- 4.02** 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 5.00 HARASSMENT AND DISCRIMINATION**

- 5.01** The Corporation and the Association will make every reasonable effort to ensure that employees are able to work in a positive and safe work environment free from violence and harassment, and where conduct is guided by principles of dignity and respect.
- 5.02** The Corporation and the Association shall not discriminate against an employee on any basis prohibited by the Alberta Human Rights Act.
- 5.03** 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 6.00 MANAGEMENT RESPONSIBILITY**

- 6.01**        **(a)**        Notwithstanding Article 4.02 (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 6.01 (a) be unavailable, the Corporation shall not be prevented from taking disciplinary action.
- (c)**        The Corporation shall send a copy of all discipline letters to the Association.

## **ARTICLE 7.00 GRIEVANCE PROCEDURE**

**7.01**        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.

### **7.02        The Processing of an Employee Grievance**

In the event that a difference occurs between the Corporation and one or more members and only members of the bargaining unit represented by Alberta Labour Relations Board Certificate 115-2001 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) above, 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 above, it then becomes a grievance. The grievance shall then be reduced to writing and signed by the grievant, 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 article, or articles, of the Agreement claimed to have been violated or infringed upon.

The grievance shall be submitted to the Director, Human Resources within ten (10) working days of the act causing the grievance. The Vice President of the division affected shall arrange for a meeting with the grievant 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 grievant within ten (10) working 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 grievant 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**

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 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.

**7.03**

Notwithstanding the foregoing, all grievances related to discharge shall be initiated by the employee concerned, with or without the assistance of an Association representative, 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 grievant nor any member of his Division's management may be a member of the Grievance Committee, however the grievant, 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) working 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) working 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 Article 7.02.

#### **7.04 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) working 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) working 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 Article 7.05 - Arbitration shall apply.

#### **7.05 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 Minister of Human Resources and Employment for the Province of Alberta 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.

## **7.06**

### **General**

- (a) The time limits expressed in the foregoing Articles 7.02, 7.03, 7.04 and 7.05 shall be exclusive of Saturday, Sunday and holidays.
- (b) In the event that either party fails to process the grievance within the time limits established in this Article, that party shall be deemed to have conceded the grievance in favor of the other party.
- (c) Notwithstanding the foregoing, the parties may mutually agree to an extension of these time limits.

## **ARTICLE 8.00 CONTINUITY OF SERVICE**

- 8.01** 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 transportation of natural gas and the provision of gas transmission services. The Corporation agrees that it will not cause any lockout of employees during the currency of this Agreement.

## **ARTICLE 9.00 ASSOCIATION DUES**

**9.01** 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 10.00 SALARY SCHEDULES, NOTES AND APPENDICES**

**10.01** The provisions set forth in Salary Schedules 00, 01, 02, 03, 04, 05, 06, 09, 09A, 10, 14, 23, 25 and 29, 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 11.00 NOTICES**

**11.01** 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, or alternatively mailed, faxed or e-mailed to the party to whom such notice is to be given, as follows:

Corporation:  
Manager, Human Resources  
ATCO Pipelines  
Suite 1200, 909 - 11th Avenue S.W.  
Calgary, Alberta  
T2R 1L8  
FAX: (403) 245-7894 E-MAIL: erin.jackson@atco.com

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

- 11.02** 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 previously so designated and/or from time to time may change its address for service, in all instances by serving the other party, in the prescribed manner, with written notice to that effect.
- 11.03** Each notice mailed as per Article 11.01 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. Each notice faxed or e-mailed as per Article 11.01 shall be deemed to have been received and the particular notice given, if received prior to 1630 hours excluding Saturdays, Sundays and holidays, the day upon receipt of such notice.

## **ARTICLE 12.00 HEADINGS**

- 12.01** 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.
- 12.02** 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 13.00 JOB CLASSIFICATION**

- 13.01** (a) When new job classifications are established, the Corporation shall set the wage rate and shall notify the Association 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 procedures shall be followed:
- (i)** Upon a written request for re-evaluation of a job classification 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 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 of the evaluation results. 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 approved by the Vice President of the Division.
  - (iii)** On re-evaluation to a higher wage group, the incumbent(s) shall be placed in that position within the 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 Article 13.01 (c) above, 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 Article 13.01 (c) (i) above. 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 prescribed times, that party shall be deemed to have conceded the dispute in favor of the other party.

**13.02** It is agreed that the fees and expenses of the Appointee shall be borne equally by the two parties to the dispute.

**13.03** 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.

**13.04** Job descriptions shall be established for each job classification and issued to the Association and the incumbent; further, where 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 permission of the Manager, Human Resources.

- 13.05** 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.
- 13.06** 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 period has expired (Refer to Note 8), whichever comes first.
- 13.07** Notwithstanding Articles 13.01 (a), 13.01 (b) and 13.01 (c), the parties may mutually agree in writing to an extension of the time limits stated.
- 13.08** Where no Vice President of the Division exists, the most senior level management representative within the Division shall be substituted.

## **ARTICLE 14.00 JOB POSTING, PROMOTIONS AND TRANSFERS**

- 14.01** (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 Gas 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.
- 14.02** The following jobs need not necessarily be posted:

Office Summer Student  
Office Administrative Support

**14.03** 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.

**14.04** 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. The Corporation at their discretion reserves the right as to whether or not to interview candidates external to ATCO Pipelines. All bargaining unit certificate 115-2001 applicants meeting qualification requirements as stated in the job posting shall be interviewed, except:

- (a) Employees who are currently being monitored under a formal Performance Management Plan, or
- (b) Employees specifically deemed ineligible in Article 14.05 (a) or Article 14.05 (b).

**14.05** In considering applicants, the factors which shall be considered are related ability, attitude, job performance with the Corporation, related experience with the Corporation, and core competencies. 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 two (2) years in his present position. 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 14.04.

- 14.06** 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.
- 14.07** (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.
- 14.08** When an employee is transferred by the Corporation from probationary to permanent staff, or from temporary to probationary or permanent employment in related work; 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.
- 14.09** 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.
- 14.10** 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.
- 14.11** Notwithstanding the provisions of Article 14.01, 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 14.05(a) or Article 14.05(b) shall not be applicable to employees transferred from one position to another without a posting regarding their consideration for all future Job Notices.
- 14.12** Notwithstanding Article 14.01, 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.

- 14.13**
- (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. If during the review period it is found that the employee is unsuitable for the job, the Corporation may reinstate the employee 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.
  - (c) An employee affected by Article 14.13(a) or 14.13(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 in his prior position by Article 14.13(a) or 14.13(b).

**ARTICLE 15.00 CALCULATION OF HOURLY RATES**

- 15.01**
- (a) Field hourly rates will be calculated from bi-weekly or daily rates using the following multipliers:

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

- (b) Clerical/Admin. and Non-field hourly rates will be calculated from bi-weekly or daily rates using the following multipliers:

<u>Base To Be Converted</u>	<u>Requirement</u>	<u>Multiplier</u>
Bi-Weekly	Straight Time	.013333333333
Bi-Weekly	Double Time	.026666666666
Daily	Straight Time	.133333333333
Daily	Double Time	.266666666666

**15.02 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 16.00 HOURS OF WORK AND OVERTIME**

- 16.01** (a) For all non-shift Field 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. The Corporation undertakes to give employees affected seventy-two (72) hours notice of a change in the work week or commencement time of work. Notwithstanding the foregoing, a compressed work week may be implemented under the conditions outlined in Appendix D-1.
- (b) For all non-shift Clerical/Admin. and Non-field employees a normal day's work shall be seven and one-half (7½) hours between the hours of 0700 and 1900 with a lunch period of

one (1) hour. The lunch period may be reduced to one-half ( $\frac{1}{2}$ ) hour if mutually agreed between the employee and the Supervisor. The normal work week shall consist of thirty-seven and one-half ( $37\frac{1}{2}$ ) hours Monday through Friday 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.

- 16.02**
- (a)**
    - (i)** Field 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.
    - (ii)** Clerical/Admin. and Non-field 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 a seven and one-half ( $7\frac{1}{2}$ ) hour day, and an average thirty-seven and one-half ( $37\frac{1}{2}$ ) hour week, and the schedules of shift work shall be posted in advance by the Corporation.
  - (b)** Where the work requirements necessitate, the Corporation may institute a regularly scheduled two (2) or three (3) shift system. The Corporation, five (5) working days prior to the implementation of such shift schedule, shall meet with the Association and provide the Association with the reason(s) necessitating the implementation of the shift.
  - (c)** 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 double time for the first shift worked.

- 16.03**
- (a)** Clerical/Admin. and Non-field Employees' overtime shall mean any work performed in excess of seven and one-half ( $7\frac{1}{2}$ ) hours per day, and thirty-seven and one-half ( $37\frac{1}{2}$ ) hours per week, subject to Article 16.01 (b) or Article 16.02 (a)(ii) above. Payments for authorized overtime shall be on the basis of double (2) time for all hours worked. Note: Refer to Article 15.01 (b) for calculation of rates.
  - (b)** Field Employees' overtime shall mean any work performed in excess of eight (8) hours per day and forty (40) hours per week, subject to Article 16.01 (a) or Article 16.02 (a)(i) above.

**16.04**

Field employees' payments for authorized overtime shall be made as follows: Note: Refer to Article 15.01 (a) for calculation of double (2) 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 the purposes of calculating the overtime rate, the rate for specialized work as described in Article 15.02 and Temporary Change of Duties as described in Article 23.01 of this agreement shall be taken into account.

If an employee is receiving premium overtime pay that attracts odorant bonus, the odorant bonus will be doubled.

- (c) Notwithstanding Article 16.03 (b), 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 shall be in the form of a shift calculation. The shift calculation shall be computed on a bi-weekly basis to compensate at applicable overtime rates for loss of holidays and for extra hours that are worked in an average week.

**16.05**

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.

**16.06**

- (a) In the event that an employee works more than two (2) hours of overtime in the eight (8) hours immediately preceding his regularly scheduled work period he is entitled to four (4) hours off with pay during his next scheduled work period. As determined with the Supervisor, it can be the first (1st) or last four (4) hours.
- (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 16.06 (a), or Article 16.06 (c), in emergency situations, the employee may be called back to work with additional straight time pay.

**16.07** In the event that training courses scheduled during the normal working day extend beyond the normal working day, the employee shall be paid at double (2x) time pay for each additional hour associated with the training course beyond the normal working day.

**16.08 (a)** By mutual agreement between the employee and supervisor, the normal day's work, for a Field employee, on a long term basis may be rescheduled outside the hours referred to in Article 16.01 (a) or Article 16.02 (a)(i), 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 day's written notice, either the supervisor or employee may terminate such an agreement.

**(b)** By mutual agreement between the employee and supervisor, the normal day's work, for a Clerical/Admin. and Non-field employee, on a long term basis may be rescheduled outside the hours referred to in Article 16.01(b) or Article 16.02 (a)(ii), if applicable, without incurring any overtime payment for the first seven and one half (7½) hours worked or increased shift differential payment. It is understood that upon thirty (30) calendar day's written notice, either the supervisor or employee may terminate such an agreement.

**16.09** The Corporation will not reduce the regular hours of work of any Permanent Employee.

**16.10 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 Field 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 Field employees who work the full shift, which commences between 2200 hours Saturday and 0100 hours Sunday, when the fall time change occurs.

## ARTICLE 17.00 CALL OUT

- 17.01** 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.
- (a) Notwithstanding Article 17.01, an employee who takes operational related telephone call(s) of one hour or greater in combined duration, outside of their normal work hours, shall be paid for the actual hours worked at the applicable overtime rate.
- 17.02** 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.
- 17.03** With reference to 17.01 and 17.01 (a), 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.
- 17.04** (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 (½) hour, and the work continues after the meal break, the meal break will be considered as time worked at the applicable overtime rate.
- (b) Pursuant to Article 17.04 (a), if an employee is called out to work, the employee will be provided with a reasonable meal in the fifth (5<sup>th</sup>) hour and every four (4) hours thereafter, as arranged by the Corporation.
- 17.05** 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 (½) hour without loss of pay, at a time mutually agreed between the employee and his immediate supervisor.

## **ARTICLE 18.00 SHIFT DIFFERENTIAL**

- 18.01** A shift differential shall be paid for hours of work outside of the normal hours.
- 18.02** A shift employee working between 1600 to 0700 hours and for all hours worked on Sunday shall be paid a shift differential as follows:  
Effective January 1, 2016 – two dollars and thirty-seven cents (\$2.37) per hour differential.
- 18.03** 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 five (5) consecutive days to be considered as a scheduled shift.

## **ARTICLE 19.00 HOLIDAYS**

- 19.01** **(a)** All employees covered by this Collective Agreement shall receive a regular day's pay for the holidays listed below:
- |                    |                  |                 |
|--------------------|------------------|-----------------|
| New Year's Day     | Victoria Day     | Remembrance Day |
| Alberta Family Day | Canada Day       | Christmas Day   |
| Good Friday        | Labour Day       | Boxing Day      |
| Easter Sunday      | Thanksgiving 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 Article 19.01 (a).
- 19.02** 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.
- 19.03** 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)

days during the preceding twelve (12) months 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.

**19.04** In the event of work being scheduled on such holiday, employees other than those receiving a Shift Calculation, will be paid two (2) times the regular rate in addition to the regular pay for the holiday.

**19.05 (a)** Except for non-bonus shift workers, should one of the recognized holidays fall on either a Saturday or Sunday, the following Monday shall be observed as the holiday.

**(b)** Notwithstanding Article 19.05 (a), where an employee's regularly scheduled work week includes Saturday, except for 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.

**19.06** Notwithstanding the foregoing, excepting for 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 Article 19.05 (a) or Article 19.05 (b).

**19.07** If a holiday as provided by Article 19.01 or Article 19.02 falls on a regular day off of a non-bonus shift worker, he shall be granted a day off in lieu of such holiday.

**19.08** Notwithstanding Articles 19.01, 19.02 and 19.03, temporary construction employees shall receive holiday pay at least equal to the applicable Employment Standards Code and Regulations.

## **ARTICLE 20.00 ANNUAL VACATIONS**

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

<b>Completed Years of Service in the Calendar Year</b>	<b>Annual Vacation Entitlement</b>	<b>Annual Vacation Entitlement (based on 7.5 hours/ Working Day)</b>	<b>Annual Vacation Entitlement (based on 8 hours/ Working Day)</b>	<b>Annual Vacation Entitlement (based on 12 hours/ Working Day)</b>
0-6	3 weeks/15 Days	112.5 hours	120 hours	120 hours
7-15	4 weeks/20 Days	150 hours	160 hours	160 hours
16-23	5 weeks/25 Days	187.5 hours	200 hours	200 hours
24 years +	6 weeks/30 Days	225 hours	240 hours	240 hours

### Vacation Reference Table

<b><u>Year Hired</u></b>	<b><u>4 Weeks as of January 1</u></b>	<b><u>5 Weeks as of January 1</u></b>	<b><u>6 Weeks as of January 1</u></b>
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	2014	2023	2031
2008	2015	2024	2032
2009	2016	2025	2033
2010	2017	2026	2034
2011	2018	2027	2035
2012	2019	2028	2036
2013	2020	2029	2037
2014	2021	2030	2038
2015	2022	2031	2039
2016	2023	2032	2040
2017	2024	2033	2041

Vacation entitlement in the calendar year of hire shall be prorated based on the date of hire to December 31<sup>st</sup> of the calendar year of hire. It is understood that the prorated vacation days/year entitlement is not fully earned until December 31<sup>st</sup> 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 1<sup>st</sup> of each subsequent calendar year. It is understood that the yearly vacation days/year entitlement is not fully earned until December 31<sup>st</sup> of each calendar year of employment.

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

- 20.02** The expectation is that every effort will be made by employee's to use their current year accrued vacation by December 31. Vacations may be taken at any time during the calendar year. A maximum of three (3) days can be carried over up to March 31 of the following 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.
- 20.03** In the event that a recognized holiday falls within the annual vacation period of any employee other than one eligible to receive the Shift Calculation, such period shall be increased by one (1) day or one (1) subsequent day with supervisory approval for each of the holidays so affected.
- 20.04** Sick leave shall not be deemed to have broken the continuity of employment for purposes of establishing vacation entitlement.
- 20.05** For purposes of this Agreement, one (1) week's vacation shall be deemed to be five (5) working days.
- 20.06** Subject to vacation scheduling under Article 20.05 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-half (½) day subject to receiving the prior approval of their immediate supervisor and providing such scheduling does not unduly interfere with efficiency or incur overtime.

- (a) An employee who has been absent from work for one of the following reasons shall accrue vacation as outlined:
- 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.
  - Leave with Pay – vacation accrual continues.
- (b) Notwithstanding the provisions of Article 20.05 and Article 20.08 (a), an employee who has been absent from work for one of the following reasons shall not accrue vacation:
- Disability Leave and Work Related Injury Leave lasting greater than seventeen (17) weeks – vacation accrual does not continue.
  - Leave without Pay – vacation accrual does not continue.

**20.07** For the purposes of this Article, regular pay shall take into account Article 15.02 (b) and Article 16.04 (c).

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

**20.09** 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 to the employee.

## **ARTICLE 21.00 TRAVEL TIME AND EXPENSES**

**21.01** 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 traveling time at the applicable overtime rate of pay for the actual period of time required to travel.

**21.02** 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 shall 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.

**21.03** 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.

<b>DAYS AWAY</b>	<b>EFFECTIVE JANUARY 1, 2016</b>
1 to 49	\$7.60 per day
50 to 99	\$19.67 per day for each day in excess of 49 days away
100+	\$32.78 per day for each day in excess of 99 days away

## **ARTICLE 22.00 BOARD AND LODGING**

**22.01** When an employee is required to perform work away from his home base for longer than one (1) regular working day, the Corporation will undertake to provide single room accommodation whenever and wherever practical.

## **ARTICLE 23.00 TEMPORARY CHANGE OF DUTIES**

- 23.01**
- (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 and Workers' Compensation Board 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 23.00, the practice will be:

- Solicit interest from all qualified employees in the work group.
- Advise any employee of the reason they will not be considered.
- Rotate 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.
- A minimum 6-week period of bonusing will be recommended for each qualified employee.

**23.02** 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.

**23.03** The Temporary Change of Duties status shall be subject to the overtime provisions of this agreement.

#### **ARTICLE 24.00 BASIS OF PAYMENT**

**24.01** Permanent employees shall be paid at a bi-weekly rate related to Schedules 00, 01, 02, 03, 04, 05, 09, 09A, 10, 14, 23, 25 or 29.

**24.02** Probationary employees shall be paid at a bi-weekly rate related to Schedules 00, 01, 02, 03, 04, 05, 09, 10, 23, 25 or 29. The position of the rate within the salary range of the job shall be determined by the Corporation.

**24.03** Temporary employees shall be paid at an hourly or daily rate related to the Salary Schedules, or as determined by Note No. 5.

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

#### **ARTICLE 25.00 ONE DAY OFF IN SEVEN**

**25.01** 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.

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

**ARTICLE 26.00 TERMINATION OF SERVICE**

- 26.01** In the event of a Permanent Employee giving notice of termination to the Corporation such termination shall require notice of ten (10) working days.
- 26.02** In the event of the Corporation giving notice of termination to a Permanent Employee such termination shall require notice of twenty (20) working days.
- 26.03** An employee may be discharged for cause without notice or pay in lieu thereof subject to Articles 7.02, 7.03, 7.04, 7.05 and 7.06 of the Grievance Procedure. When an employee is discharged for cause the Corporation will notify the Association within five (5) days.

**ARTICLE 27.00 STANDBY ALLOWANCE**

- 27.01** Employees who are requested to standby shall be paid a standby allowance as follows. In addition, such employee shall be paid the applicable rate for work performed.

	<b>EFFECTIVE JANUARY 1, 2016</b>
For Each Normal Day	\$37.34
For Each Scheduled Day of Rest and Recognized Holiday	\$97.51

- 27.02** 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.
- 27.03** 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.
- 27.04** In the event that an employee is scheduled by the Corporation to more than ten weeks (10) weeks of Standby in a calendar year, for such period in excess of ten (10) weeks the rates as stated in Article 27.01 shall be multiplied by two (2).

## **ARTICLE 28.00 INCLEMENT WEATHER ALLOWANCE**

- 28.01** Temporary employees who, because of weather or other conditions, work for four (4) hours or less in any one day, shall be paid for four (4) hours at their regular rate of pay. Any such employee who reports for work on any day when at the time of leaving his home it was reasonable to expect that the work would be performed, shall be paid for four (4) hours at his regular rate of pay.
- 28.02** 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 29.00 LEAVES**

- 29.01** Administration of maternity, adoption, parental and compassionate leave shall be in accordance with the provisions outlined in the Alberta Employment Standards Code. Contact Human Resources for specific information.
- 29.02** 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.
- 29.03** Employees will have the ability to request a short term unpaid leave upon receiving the prior approval of their immediate supervisor and providing such scheduling does not unduly interfere with efficiency or incur overtime. Employees will not be granted short term unpaid leaves until all eligible vacation days have been scheduled.

## **ARTICLE 30.00 BEREAVEMENT**

- 30.01** 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 without pay for extended travel. The term "immediate family" shall be interpreted to mean the following: A parent, sibling, spouse (including common-law), child, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent (including spouse's), or grandchild. Step-relatives of the same relations listed above are included in the definition as are any

dependent relatives living in the employee's household and the other parent of an employee's child (not residing in the same household).

**30.02** Leave with pay to attend funeral services of persons related more distantly than those listed above may be granted at the discretion of the Manager.

**30.03** As indicated in Clause 30.01, additional time off can be provided in extenuating circumstances at the discretion of the Company. The employee has the sole right to decide whether to use all or some of the bereavement leave and travel time.

**30.04** For the purpose of this Article working days shall equal current shift days.

### **ARTICLE 31.00 CALCULATION OF PREMIUM RATES**

**31.01** 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 33.00 REDUCTION OF STAFF**

- 32.01**
- (a) In the event that it becomes necessary to declare any permanent staff reduction or 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 Vice President of the Division affected and, if necessary, the President.
  - (b) Prior to any lay-off or permanent staff reduction of identified permanent employee, the Corporation and the Association shall under the terms of this Agreement, attempt to place the identified permanent employee within the Corporation. The possible placements include work being done by contractors.
  - (c) The Corporation, to the extent reasonably possible, will not lay off or reduce permanent staff while employing temporary employees.

- (d) Subject to ability, length of continuous service shall be the determining factor in identifying employees affected by a lay-off or permanent staff reduction.
- (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 8), whichever comes first.

**32.02** In the event of an increase in staff of a department within one (1) year following a lay-off of staff, an employee will be eligible for rehire on a last out – first in basis. To be eligible, the employee affected by a lay-off shall subsequently advise the Corporation of any change in address. The Corporation will contact an eligible former employee by registered mail and the former employee must acknowledge receipt of the Corporation correspondence within seven (7) calendar days from the date of mailing of the Corporation correspondence and be prepared to report to work with the Corporation within twenty-one (21) calendar days of the date of mailing of the Corporation correspondence.

**32.03** 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 32.02, such employee shall be subject to the reduction of permanent staff process in effect at such point in time.

## **ARTICLE 33.00 PROBLEM RESOLUTION FORUM**

**33.01** 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.

**33.02** 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.

**33.03** 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 33.00 TECHNOLOGICAL CHANGE**

- 33.01** 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.
- 33.02** 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.
- 33.03** Technological change does not include normal lay-offs resulting from a decrease in the amount of work to be done.

## **ARTICLE 35.00 FLEX DAYS**

- 35.01** All Permanent and Probationary employees shall be entitled to four (4) scheduled paid flex days off in each calendar year January 1<sup>st</sup> – December 31<sup>st</sup>. Unused paid flex days in each calendar year shall be forfeited. Employees appointed to Probationary status in each calendar year shall have their entitlement for paid flex days off prorated based on their probationary date in the calendar year.
- 35.02** Such employees shall be paid a regular day's wages at their normal straight time hourly rate of pay for each paid flex day taken. Payment in respect to paid flex days taken shall be calculated on the basis of a regular day as defined in Articles 16.01 (a) and 16.01 (b). For such employees working less than full time hours, paid flex days taken shall be calculated on the basis of a regular day as defined in Articles 16.01 (a) and 16.01 (b). For such employees working less than full time hours, paid flex days shall be calculated on the basis of a regular day being the hours normally worked by such employees.
- 35.03** Paid flex days may be taken at any time during the calendar year by mutual agreement between the employee and the supervisor, provided, however, that paid flex days scheduling is arranged to suit the work schedules of the Corporation.

## **ARTICLE 36.00 WAGES**

36.01       Should the Company inadvertently underpay an employee, the Company shall notify the Employee and the Association that an underpayment has been made and advise them the Company shall make the necessary monetary adjustments and take such internal administrative action as is necessary to correct such errors at its earliest reasonable occasion.

Should the Company inadvertently overpay an employee, the Company shall notify the Employee and the Association in writing that an overpayment has been made and advise the Employee to propose a repayment arrangement over a reasonable period of time subject to Company approval.

Signed on Behalf of  
ATCO Pipelines



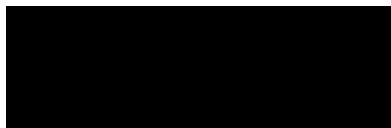
Senior Vice President &  
General Manager



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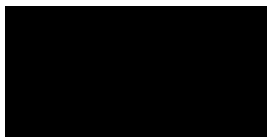
Senior Director  
Operations

Signed on Behalf of  
Natural Gas Employees'  
Association



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President



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Vice President

**ATCO PIPELINES**

**SCHEDULE 00**

**Apprentice Rates for Trade Jobs  
Minimum Bi-Weekly (Hourly) Salary Rates**

<u>Job Class Number</u>		<u>Job Title</u>			Effective <u>Jan. 1, 2016</u>	
Electrician	Auto Service Technician	Heavy Duty Equipment Technician	Millwright			
009900	009800	009600	009500	1st Period or Year	\$2354	(29.43)
009901	009801	009601	009501	2nd Period or Year	2747	(34.34)
009902	009802	009602	009502	3rd Period or Year	3139	(39.24)
009903	009803	009603	009503	4th Period or Year	3532	(44.15)
009904	009804	009604	009504	Journeyman	3924	(49.05)

**ATCO PIPELINES**

**SCHEDULE 01**

**Trade Field Jobs**

**Minimum Bi-Weekly (Hourly) Salary Ranges and Steps**

<b><u>Job Class Number</u></b>	<b><u>Job Title</u></b>	<b>Effective <u>Jan. 1, 2016</u></b>	<b><u>Step</u></b>
010803	Foreman – Maintenance Compressor and Plants	\$4080-4432 (51.00-55.40)	\$176 (2.20)
010602	Senior District Compressor Mechanic	3815-4159 (47.69-51.99)	172 (2.15)
010602**	District Compressor Mechanic	3759-3924	165
010603	Electrician	(46.99-49.05)	(2.06)

Annual step.

\*\* Progression Job – See Appendix B2

Hourly wage range and step shown in brackets.

## ATCO PIPELINES

### SCHEDULE 02

#### Construction Jobs

#### Minimum Bi-Weekly (Hourly) Salary Ranges and Steps

<b><u>Job Class Number</u></b>	<b><u>Job Title</u></b>	<b>Effective <u>Jan. 1, 2016</u></b>	<b><u>Step</u></b>
020805	Foreman – Construction	\$3425-4101 (42.81-51.26)	\$169 (2.11)
020707	Senior Crew Leader – Construction	3241-3861 (40.51-48.26)	155 (1.94)
020505	Heavy Equipment Operator	2910-3502 (36.38-43.78)	148 (1.85)
020410	Senior Construction Operator	2838-3378 (35.48-42.23)	135 (1.69)
020314**	Construction Operator	2358-3072 (29.48-38.40)	119 (1.49)
020002	Labourer – Construction	(23.62-29.49)	(1.47)

Annual step.

\*\* Progression Job - See Appendix B.

Hourly wage range and step shown in brackets.

**ATCO PIPELINES**

**SCHEDULE 03**

**Control Centre Field Jobs**

*Minimum Bi-Weekly (Hourly) Salary Ranges and Steps*

<b><u>Job Class Number</u></b>	<b><u>Job Title</u></b>	<b>Effective <u>Jan. 1, 2016</u></b>	<b><u>Step</u></b>
030701	Senior Control Centre Operator	\$3559-4255 (44.49-53.19)	\$174 (2.18)
030601**	Control Centre Operator	3366-4014 (42.08-50.18)	162 (2.03)
030401**	Control Centre Operator (Entry Level)	3144-3736 (39.30-46.70)	148 (1.85)

Annual Step.

\*\* Progression Job - See Appendix B.

Hourly wage range and step shown in brackets.

**ATCO PIPELINES**

**SCHEDULE 04**

**Operator Field Jobs**

**Minimum Bi-Weekly (Hourly) Salary Ranges and Steps**

<b><u>Job Class Number</u></b>	<b><u>Job Title</u></b>	<b><u>Effective Jan. 1, 2016</u></b>	<b><u>Step</u></b>
040821	Foreman – Transmission	\$3425-4101 (42.81-51.26)	\$169 (2.11)
040612	Senior Transmission Operator	3241-3861 (40.51-48.26)	155 (1.94)
040512**	Transmission Operator	3037-3625 (37.96-45.31)	147 (1.84)
040312**	Junior Transmission Operator	2358-3072 (29.48-38.40)	119 (1.49)
040001	Labourer – Operations	(23.62-29.49)	(1.47)

Annual step.

\*\* Progression Job - See Appendix B.

Hourly wage range and step shown in brackets.

**ATCO PIPELINES**

**SCHEDULE 05**

**Cathodic Protection Jobs**

**Minimum Bi-Weekly (Hourly) Salary Ranges and Steps**

<b><u>Job Class Number</u></b>	<b><u>Job Title</u></b>	<b>Effective <u>Jan. 1, 2016</u></b>	<b><u>Step</u></b>
050601	Senior Cathodic Protection Technician	\$3038-3878 (37.98-48.48)	\$140 (1.75)
050501**	Cathodic Protection Technician	2997-3557 (37.46-44.46)	140 (1.75)

Annual step.

\*\* Progression Job - See Appendix B.

Hourly wage range and step shown in brackets.

**ATCO PIPELINES**

**SCHEDULE 06**

**Control Room Technician Jobs**

**Minimum Bi-Weekly (Hourly) Salary Ranges and Steps**

<b><u>Job Class Number</u></b>	<b><u>Job Title</u></b>	<b>Effective <u>Jan. 1, 2016</u></b>	<b><u>Step</u></b>
060601	Control Room Alarm Management Technician	\$3247-3807	\$140
060602	Control Room Commissioning Technician	(40.59-47.59)	(1.75)
<hr/>			
060550	Entry Level to Job Class 060601-060602	2667-3227 (33.34-40.34)	140 (1.75)
<hr/>			

Annual step.

Hourly wage range and step shown in brackets.

**ATCO PIPELINES**

**SCHEDULE 09**

**Technologist Field Jobs**

**Minimum Bi-Weekly (Hourly) Salary Ranges and Steps**

<b><u>Job Class Number</u></b>	<b><u>Job Title</u></b>	<b>Effective <u>Jan. 1, 2016</u></b>	<b><u>Step</u></b>
098501	Foreman, Process Control	\$3798-4558 (47.48-56.98)	\$190 (2.38)
097502	Senior Process Control Technologist	3698-4326	157*
097504	Senior SCADA and Real Time Model Technologist	(46.23-54.08)	(1.96)
096506**	Process Control Technologist	3475-4103	157*
096507**	SCADA and System Optimization Technologist	(43.44-51.29)	(1.96)
096450	Entry Level to Job Class 096500-096599	2688-3473 (33.60-43.41)	157* (1.96)

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

\*\*Progression Job – see Appendix B

Hourly wage range and step shown in brackets.

**ATCO PIPELINES**

**SCHEDULE 09A**

**Technologist Field Jobs**

**Minimum Bi-Weekly (Hourly) Salary Ranges and Steps**

This special schedule is applicable only to those incumbents who were in job classification 096508 prior to December 1, 2008. Only those incumbents are eligible for progression to job classification 097503.

<b><u>Job Class Number</u></b>	<b><u>Job Title</u></b>	<b>Effective <u>Jan. 1, 2016</u></b>	<b><u>Step</u></b>
097503	Sr. Measurement Integrity Technologist	\$3698-4326 (46.23-54.08)	\$157* (1.96)
096508**	Measurement Integrity Technologist	3475-4103 (43.44-51.29)	157* (1.96)

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

\*\*Progression Job – see Appendix B

Hourly wage range and step shown in brackets.

**ATCO PIPELINES**

**SCHEDULE 10**

**General Field Jobs**

**Minimum Bi-Weekly (Hourly) Salary Ranges and Steps**

<b><u>Job Class Number</u></b>	<b><u>Job Title</u></b>	<b>Effective <u>Jan. 1, 2016</u></b>	<b><u>Step</u></b>
101424	Senior Building Operator	\$2875-3379 (35.94-42.24)	\$126 (1.58)
100424**	Building Operator	2684-3188 (33.55-39.85)	126 (1.58)
101325	Senior Material Handler	2438-3134 (30.48-39.18)	116 (1.45)
100325**	Material Handler	2260-2956 (28.25-36.95)	116 (1.45)

Annual step.

\*\* Progression Job – See Appendix B2

Hourly wage range and step shown in brackets.

**ATCO PIPELINES**

**SCHEDULE 14**

**Field Support Jobs**

**Minimum Bi-Weekly (Hourly) Salary Ranges and Steps**

**This special schedule is applicable only to those incumbents who were in this schedule prior to February 3, 2010.**

<b><u>Job Class Number</u></b>	<b><u>Job Title</u></b>	<b>Effective <u>Jan. 1, 2016</u></b>	<b><u>Step</u></b>
140400	Field Support C	\$2637-3149 (32.96 – 39.36)	\$128 (1.60)
140300	Field Support D	2364-2876 (29.55-35.95)	128 (1.60)
140200	Field Support E	2079-2591 (25.99-32.39)	128 (1.60)
140100	Field Support F	1623-2198 (20.29-27.48)	115 (1.44)
140000	Junior Field Support	1512-1927 (18.90-24.09)	83 (1.04)

Annual step.

Hourly wage range and step shown in brackets.

**ATCO PIPELINES**

**SCHEDULE 23**

**Administrative Office Jobs**

**Minimum Bi-Weekly (Hourly) Salary Ranges and Steps**

<b><u>Job Class Number</u></b>	<b><u>Job Title</u></b>	<b>Effective <u>Jan. 1, 2016</u></b>	<b><u>Step</u></b>
230500	Office Administrative Lead	\$2654-3210 (35.39-42.80)	139 (1.85)
230400	Office Senior Administrative Coordinator	2466-2950 (32.88-39.33)	121 (1.61)
230300	Office Administrative Coordinator	2210-2694 (29.47-35.92)	121 (1.61)
230200	Office Administrative Support	1944-2428 (25.92-32.37)	121 (1.61)
230100	Office Summer Student	1510-2065 (20.13-27.53)	111 (1.48)

Annual step.

Hourly wage range and step shown in brackets.

## ATCO PIPELINES

### SCHEDULE 25

#### Draftsperson Jobs

#### Minimum Bi-Weekly (Hourly) Salary Ranges and Steps

<u>Job Class Number</u>	<u>Job Title</u>	Effective <u>Jan. 1, 2016</u>	<u>Step</u>
254500	Senior Draftsperson	\$3186-3794 (42.48-50.59)	\$152 (2.03)
251500	Draftsperson	2832-3336 (37.76-44.48)	126* (1.68)
251000	Entry Level to Draftsperson Job Class 251500 – 251599	2200-2830 (29.33-37.73)	126* (1.68)
250500**	Junior Draftsperson	1947-2577 (25.96-34.36)	126 (1.68)

\*Semi-annual step.

\*\*Progression Job – see Appendix E.

Hourly wage range and step shown in brackets.

**ATCO PIPELINES**

**SCHEDULE 29**

**Measurement Coordination Jobs**

**Minimum Bi-Weekly (Hourly) Salary Ranges and Steps**

<b><u>Job Class Number</u></b>	<b><u>Job Title</u></b>	<b>Effective <u>Jan. 1, 2016</u></b>	<b><u>Step</u></b>
290609	Measurement Coordinator IV	\$3121-3757 (41.61-50.09)	\$159 (2.12)
290509**	Measurement Coordinator III	2719-3283 (36.25-43.77)	141 (1.88)
290409**	Measurement Coordinator II	2514-3018 (33.52-40.24)	126 (1.68)
290309**	Measurement Coordinator I	2255-2759 (30.07-36.79)	126 (1.68)

Annual step.

\*\*Progression Job – see Appendix C

Hourly wage range and step shown in brackets.

## NOTES

Applying to:

- “Schedule 01 - Trade Field Jobs”
- “Schedule 02 - Construction Jobs”
- “Schedule 03 - Control Centre Field Jobs”
- “Schedule 04 - Operator Field Jobs”
- “Schedule 05 - Cathodic Protection Jobs”
- “Schedule 06” - Control Room Technician Jobs”
- “Schedule 09 - Technologist Field Jobs”
- “Schedule 09A - Technologist Field Jobs”
- “Schedule 10 - General Field Jobs”
- “Schedule 14 - Field Support Jobs”
- “Schedule 23 - Administrative Office Jobs”
- “Schedule 25 - Draftsperson Jobs”
- “Schedule 29 - Measurement Coordination 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 step increase.
- (b)** Superior performance: one step increase as above, plus one-half step increase.
- (c)** Sub-standard performance: withhold one-half step increase or one 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 3.00 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 year. They must be able to progress to the working level within, at most, thirty (30) months. Progression to the working level requires ASET recognition and satisfactory performance.

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.

5. Employees performing any job 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 will be paid while handling or in contact with liquid odorant as follows:
- (a) Odorant truck drivers will be paid for all hours worked operating the truck.
  - (b) Employees performing odorant system maintenance and odorant tank fills.
  - (c) The Odorant Handling Bonus will be in effect from the initial handling or contact with liquid odorant until the end of the work day.

<b>EFFECTIVE</b>
<b>JANUARY 1, 2016</b>
\$1.28

The following tasks do not qualify for the Odorant Handling Bonus:

- (a) Routine odorant system inspection and adjustments.
  - (b) Obtaining odorant tank level readings.
7. If an employee is receiving premium overtime pay that attracts odorant handling bonus, the odorant handling bonus will be doubled.

**8.** The following terms and conditions apply only to red circled employees identified in Article 13.06 and Article 33.01 (e)

- (a)** Employees red circled 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 the 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 Note 8 (a) has expired.

**APPENDIX B1  
PROGRESSION JOBS**

**Progression From**

Clerk D, Land Administration  
Control Centre Operator (Entry Level)  
Construction Operator  
Junior Transmission Operator

**Progression To**

Clerk C, Land Administration  
Control Centre Operator  
Senior Construction Operator  
Transmission Operator

**SUBJECT TO THE FULFILLMENT OF THE FOLLOWING CONDITIONS:**

1. Employment for a period of up to three (3) years during which period the employee is expected to learn by classroom and/or on-the-job training the basic knowledge pertaining to the higher level job and to have demonstrated his ability to perform such work.
2. 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 three (3) months.
3. 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.
4. Contingent on satisfactory performance.
5. Progression from the lower level job to the higher level job will be made without job posting.
6. 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 #3 above.

**APPENDIX B2  
PROGRESSION JOBS**

**Progression From**

Cathodic Protection Technician  
Measurement Integrity Technologist  
Process Control Technologist  
Transmission Operator  
Control Centre Operator  
SCADA & Real Time Model Technologist  
  
District Compressor Mechanic  
Building Operator  
Material Handler

**Progression To**

Senior Cathodic Protection Technician  
Sr. Measurement Integrity Technologist  
Senior Process Control Technologist  
Senior Transmission Operator  
Senior Control Centre Operator  
Senior SCADA and Real Time Model Technologist  
  
Senior District Mechanic  
Senior Building Operator  
Senior Material Handler

**SUBJECT TO THE FULFILLMENT OF THE FOLLOWING CONDITIONS:**

1. Progression requires an employee must have the required experience and training and demonstrated the required Knowledge, Skills and Abilities as determined by the Corporation.
2. Contingent on satisfactory performance.
3. Progression from the lower level job to the higher level job will be made without a posting.
4. 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 and will subsequently remain in the lower level job.

**APPENDIX C**  
**PROGRESSION FROM MEASUREMENT COORDINATOR I**  
**TO MEASUREMENT COORDINATOR IV**

Progression from the jobs of Measurement Coordinator Levels I through Level IV are regarded as a normal progression subject to the fulfillment of the following conditions:

**Level I to Level II**

1. Successful completion of two (2) CAPP Certificate Program courses within two (2) years of entry into the probationary/permanent Level I position.
2. Two (2) years Measurement Coordinator experience.
3. Demonstration of satisfactory job performance. Satisfactory performance will be based upon sufficient time to receive training, learn the job requirements and be evaluated on job performance.
4. 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 terms of the Collective Agreement. If unsuccessful, the employee's employment may be terminated by the Corporation. Progression from the lower level job to the higher level job will be made without a job posting.

**Level II to Level III**

1. Successful completion of the CAPP Certificate Program courses within three (3) years of entry into the probationary/permanent Level I position.
2. Three (3) years Measurement Coordinator experience.
3. Demonstration of satisfactory job performance. Satisfactory performance will be based upon sufficient time to receive training, learn the job requirements and be evaluated on job performance.
4. 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 terms of the Collective Agreement. If unsuccessful, the employee's employment may be terminated by the Corporation.
5. Progression from the lower level job to the higher level job will be made without a job posting.

### **Level III to Level IV**

1. Successful completion of the CAPPA Certificate Program
2. Successful completion of the following courses within four (4) years of entry into the probationary/permanent Level I position (employee may start registering for these courses once they have progressed to the Measurement Coordinator Level II):
  - (a) Successful completion of a Gas Measurement course (non-exam) as selected by the Corporation.
  - (b) Successful completion of a Natural Gas Marketing course (non-exam) as selected by the Corporation.
  - (c) Completion of Gas Control orientation training.
3. Four (4) years Measurement Coordinator experience.
4. Demonstration of satisfactory job performance. Satisfactory performance will be based upon sufficient time to receive training, learn the job requirements and be evaluated on job performance.
5. 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 terms of the Collective Agreement. If unsuccessful, the employee's employment may be terminated by the Corporation.
6. Progression from the lower level job to the higher level job will be made without a job posting.

**APPENDIX D-1**  
**COMPRESSED WORK WEEK COVERING**  
**CERTAIN NON-SHIFT FIELD EMPLOYEES**

**EMPLOYEES COVERED**

All non-shift Field Unit employees who are covered by the Labour Relations Board Certificate No. 115-2001.

**CONDITIONS**

The following Articles under the Collective Agreement between ATCO Pipelines and Natural Gas Employees' Association shall be amended as follows:

- 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 week's duration.

**ARTICLE 16.00 HOURS OF WORK AND OVERTIME**

**16.01**        **(a)**        For all non-shift Field 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. Notwithstanding the foregoing, when a Holiday designated in Article 19.00 falls within a work week, the work week will revert to one (1) eight (8) hour day, two (2) eleven (11) hour days and one (1) ten (10) hour day.

**16.03**        **(b)**        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 16.01 (a) above.

**16.04**        Payments for authorized overtime shall be made as follows:  
Note: Refer to Article 15.01 (a) 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 (2x) times the employee's regular rate of pay.

## **ARTICLE 19.00 HOLIDAYS**

- 19.09** For those employees working a Compressed Work Week as described in Article 16.01 (a), payment in respect to holidays shall be calculated on the basis of a regular day being eight (8) hours.

## **ARTICLE 20.00 ANNUAL VACATIONS**

- 20.11** Notwithstanding the foregoing, for those employees working the Compressed Work Week as described in Article 16.01 (a), payment in respect to vacations shall be calculated on the basis of a regular day being eight (8) hours.

## **ARTICLE 27.00 STANDBY ALLOWANCE**

- 27.05** It is understood that the extra day off 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 on compassionate grounds, 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 16.01 (a), 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 16.01 (a).

**APPENDIX D-2**  
**SENIOR CONTROL CENTRE OPERATORS, CONTROL CENTRE OPERATORS AND ENTRY LEVEL CONTROL CENTRE OPERATORS AT THE EDMONTON PRIMARY CONTROL CENTRE**

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 30 days' notice.

**EMPLOYEES COVERED**

Senior Control Center Operators, Control Centre Operators, Entry Level Control Centre Operators and temporary relief Operators at the Edmonton Primary Control Centre.

**CONDITIONS**

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

**ARTICLE 16.00 HOURS OF WORK AND OVERTIME**

**16.02**        **(a) (i)**    Field 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 and one-quarter (12 ¼) hour shift, and an average forty (40) hour week, and the schedules of shift work shall be posted in advance by the Corporation.

**16.03**        **(b)**        Overtime shall mean any work performed in excess of twelve and one-quarter (12 ¼) hours per shift and an average forty (40) hours per week, subject to Article 16.02 (a)(i) above.

**16.04**        Payments for authorized overtime shall be made as follows:

NOTE: Refer to Article 15.01 (a) for calculation of double (2) time rates.

**(a)**        All hours worked in excess of twelve and one-quarter (12 ¼) hours per shift or an average forty (40) hours per week shall be paid at double (2x) times the employee's regular rate of pay.

(c) Notwithstanding Article 16.03 (b) and only for permanent or probationary employees permanently classified as Senior Control Center Operators, Control Centre Operators or Entry Level Control Centre Operators working the twelve and one-quarter (12 ¼) hour shift on a year round basis, payment of statutory holiday overtime to shift employees who work according to a two-shift schedule rotating both as to time of day and day of week shall be in the form of a Shift Statutory Holiday Adjustment (SSHA) in the amount of 9.6%. The SSHA shall be calculated on a bi-weekly basis to compensate at applicable overtime rates for loss of holidays.

- A non-shift employee will receive ninety six (96) hours of statutory holiday pay or be paid at double time (2x) of the regular rate of pay if worked.
- A shift employee works the ninety six (96) hours as part of their shift rotation. Time worked averages to eighty (80) hours per paid period.
- Based on a eighty (80) hour pay period the non-shift employee works 2088 hours per year less the ninety six (96) hours or 1992 hours (exclusive of holidays).
- The shift employee works the 2088 hours per year (exclusive of holidays).
- The formula for compensation as a percent = *(additional hours at the OT rate)/(total normal hours worked exclusive of stats)\*100*.
- =  $(96*2)/1992*100 = 9.6\%$ .

(d) The current shift schedule configuration requires that Senior Control Center Operators, Control Centre Operators or Entry Level Control Centre Operators working the twelve and one-quarter (12 ¼) hour shift on a year round basis are scheduled to work an additional 148 hours per year. To reduce hours worked to average a forty (40) hr work week, Shift Reduction Days (R days) are applied to the shift rotation.

- A shift rotation equates to fourteen (14) shifts every twenty eight (28) days.
- A shift is 12.25 hours.
- The formula to calculate hours worked in a year = *(days in a year/days per rotation)\* working days per rotation\* hrs worked per day*.

- Hours worked in a year = (365 days/28 days per rotation)\* 14 working days per rotation\* 12.25 hrs per day = 2235 hours.
- Control Center Operators are currently compensated to 2088 hours (inclusive of SSHA).
- Uncompensated hours = 2235 – 2088 = 148 hours or 148 hours/12.25 hours/shift = 12 shifts.
- Control Center Operators are to schedule a shift reduction day once every month (Shift reduction days can be accumulated up to a maximum of 3 days) to bring down their hours to 2088 per year to average to a forty (40) hr work week.

#### **16.10 Daylight Saving Time**

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

- (a) Twelve and one-quarter (12 ¼) hours straight time shall be paid to the employees who work the twelve and one-quarter (12 ¼) hour shift which commences between 1600 and 2000 hours on Saturday when the spring time change occurs.
- (b) Twelve and one-quarter (12 ¼) hours straight time plus one (1) hour double time shall be paid to the employees who work the twelve and one-quarter (12 ¼) hour shift which commences between 1600 and 2000 hours Saturday when the fall time change occurs.

#### **ARTICLE 18.00 SHIFT DIFFERENTIAL**

- 18.03** (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 20.00 ANNUAL VACATIONS**

- 20.01** All employees shall receive annual vacation with regular pay as outlined below:

<b>Completed Years of Service in the Calendar Year</b>	<b>Annual Vacation Entitlement</b>	<b>Annual Vacation Entitlement (based on 12 hours/ Working Day)</b>
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 in the calendar year of hire shall be prorated based on the date of hire to December 31<sup>st</sup> of the calendar year of hire. It is understood that the prorated vacation days/year entitlement is not fully earned until December 31<sup>st</sup> of the calendar year of hire.

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

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

**20.06** For purposes of this Agreement, vacation will be computed in relation to regularly scheduled consecutive shifts.

**ARTICLE 23.00 TEMPORARY CHANGE OF DUTIES**

**23.01 (a)** A Permanent or Probationary employee temporarily assigned in writing for a period of one (1) or more shifts 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 and Workers' Compensation Board 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.

### **SPECIAL NOTES**

- (a) In converting from the eight (8) hour shift schedule to the twelve and one-quarter (12 ¼) 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 18.00.
- (c) An employee will not be permitted to work two shifts back to back.
- (d) It is the intent of this Appendix to include the SSHA as identified in Article 16.04 into base regular bi-weekly pay only for permanent or probationary employees permanently classified as Senior control Center Operators, Control Centre Operators or Entry Level Control Centre Operators working the twelve and one-quarter (12 ¼) hour shift on a year round basis for the purposes of time off with pay granted on compassionate grounds, sickness and accident indemnity, annual vacations, pension contributions and calculation and Corporation 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 and one-quarter (12 ¼) hour shift will be given twenty-four (24) hours' notice of a change in their work week. Employees who are transferred to work on the twelve and one-quarter (12 ¼) 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 D-3**  
**THE TWELVE (12) HOUR SHIFT SCHEDULE,**  
**COVERING CERTAIN SHIFT FIELD UNIT EMPLOYEES**  
**AT THE FORT SASKATCHEWAN SALT CAVERN**  
**PEAKING FACILITIES**

This project 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 30 days' notice.

**EMPLOYEES COVERED**

Foreman-Transmission, Transmission Operator, Junior Transmission Operator and Temporary Relief Operator at the Fort Saskatchewan Salt Cavern Peaking Facilities.

**CONDITIONS**

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

**ARTICLE 16.00 HOURS OF WORK AND OVERTIME**

- 16.02**        **(a) (i)**    Field 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.
- 16.03**        **(b)**        Overtime shall mean any work performed in excess of twelve (12) hours per day and an average forty (40) hours per week, subject to Article 16.02 (a)(i) above.
- 16.04**        Payments for authorized overtime shall be made as follows:  
Note: Refer to Article 15.01 (a) for calculation on double (2) 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.

- (c) Notwithstanding Article 16.03 (b) 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. The shift bonus shall be paid only for shifts actually worked and for vacation.

**16.10 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 18.00 SHIFT DIFFERENTIAL**

- 18.03** (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 20.00 ANNUAL VACATIONS**

**20.01** All employees shall receive annual vacation with regular pay as outlined below:

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

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

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

**20.06** 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 of eight (8) hours 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 18.00.
- (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 work week. 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 E  
PROGRESSION  
FROM JUNIOR DRAFTSPERSON  
TO ENTRY LEVEL TO DRAFTSPERSON**

Progression from the job of Junior Draftsperson through Entry Level to Draftsperson is regarded as normal progression subject to the fulfillment of the following conditions:

1. Progression from Junior Draftsperson to Entry Level to Draftsperson will be contingent upon satisfactory performance and made without job posting.
2. Progression may be achieved as follows:
  - (a) Upon successful completion of Corporation specified courses available to the employee. Such available courses must be completed within three (3) years of employment as a Junior Draftsperson.
  - (b) Where all or some of the specified courses are not available the employee shall progress to Entry Level to Draftsperson upon completion of three (3) years of employment as a Junior Draftsperson: it being understood that as required courses become available the employee shall be required to successfully complete said courses even though he has achieved progression to the Entry Level to Draftsperson.
3. 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.

**APPENDIX G**  
**COVERING EMPLOYEES IDENTIFIED IN WRITING BY THE**  
**CORPORATION WORKING ON CONSTRUCTION PROJECTS OR**  
**PERFORMING INSPECTION WORK**

Appendix G 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 Pipelines who are covered by the Labour Relations Board Certificate No. 115-2001, dated May 2, 2001.

**CONDITIONS**

The following Article under the collective Agreement between ATCO Pipelines and the Natural Gas Employees' Association is amended 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 25.00 ONE DAY OFF IN SEVEN**

**25.01** 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.



**CONFIDENTIAL**

January 1, 2016

Business Agent  
Natural Gas Employees' Association  
316, 9426 – 51 Avenue  
Edmonton, Alberta  
T6E 5A6

Dear Mr. Burrell,

**RE: ATCO Pipelines and the Natural Gas Employees' Association Collective Bargaining**

Further to our discussions during bargaining, the Corporation agrees to the following arrangements during the term of the new Collective Agreement (January 1, 2016 to December 31, 2017) and such arrangements shall remain in effect until a new Collective Agreement is negotiated to replace the 2016 – 2017 Collective Agreement.

1. **Personal Vehicle Use for Corporation Authorized Business**

An employee who is authorized to drive his personal vehicle on approved Corporation business shall be reimbursed for reasonable parking costs and the actual distance driven in accordance with the Corporation's mileage policy.

2. **Workers' Compensation Payments**

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. **Regular Vacation Reductions**

Where an employee accrues one week or less of entitlement because of an extended leave of absence, upon request the Corporation will advance some additional vacation which shall not exceed one-half of the employee's projected entitlement. In those cases where the employee resigns/terminates before the advanced vacation has been re-earned, the employee will be responsible for any necessary cash reimbursement back to the Corporation.

#### 4. **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 of preference:
- Article 23.00 - Temporary Change of Duties,
  - Work Experience Program (must be a minimum of 3 months' duration),
  - Seasonal 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 14.00 - 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 23.00 - Temporary Change of Duties,
  - Work Experience Program (must be a minimum of 3 month's duration), or,
  - Seasonal Employee hired as cover off.
- iii) The Corporation will notify the Association and the affected work group of the manner in which the vacancy will be administered.
- (c) If the duration of a seasonal job is expected to be greater than 3 months, the Work Experience Program may be considered. The job may be filled with a Seasonal employee as well.

#### 5. **Income Supplement**

The following terms and conditions apply only to employees returning to work from salary indemnity who are unable to perform their normal day's work as a result of illness and return to work in a lower level job.

- (a) Employees who become red circled, will have salary protection for a five (5) year period commencing from the date of becoming red circled. After the five (5) year period, in the event that the employee's red circled wage rate is higher than the maximum wage rate of the position classification of work being performed, the employee's wage rate will be adjusted down to the maximum of the position classification wage rate.

- (b) It is agreed that if an employee's wage is red circled, and the employee is awarded a position as a result of a Job Notice, the employee maintains their red circled wage until the time period as expressed in (a) has expired.

6. **Office or Non-field Positions**

Office or non-field positions directly supporting an Operating function, and located at an Operations Centre, will be administered under Schedule 14 and work an eight (8) hour day only for those incumbents in Schedule 14 prior to February 3, 2010. As per Schedule 23, administrative office positions supporting all functions, even if physically located at an Operations Centre, will work a seven and one-half (7 ½) hour day.

7. **Compressed Work Week (Appendix D-1) Sick Pay Administration**

Each ten (10) hour day absent due to sickness by an employee working the Compressed Work Week referred to in Appendix D-1 will be recorded as 1.25 days absent for the purpose of Article 20.03. The practice of making up the two (2) hour time is discontinued.

8. **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.

9. **Prescription Safety Sun Glasses**

Prescription Safety Sun Glasses will be provided as Personal Protective Equipment for appropriate personnel.

10. **Overtime**

Whenever practical, overtime will be offered on a fair and reasonable basis to qualified employees. Exceptions include emergency situations, high risk or complex jobs.

11. **Work Breaks**

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

Yours truly,

  
E. Jackson  
Manager, Human Resources

**SEVERANCE PROVISIONS  
COVERING EMPLOYEES OF ATCO PIPELINES  
AFFECTED BY ARTICLE 32.00 - REDUCTION OF STAFF**

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**EMPLOYEES COVERED**

Bargaining unit employees affected by Article 33.00 of the Collective Agreement.

**CONDITIONS**

1. This agreement does not form part of the Collective Agreement however, it remains in force and effect until a new collective agreement is negotiated. 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 employees who are affected by Article 33.00.
  - (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 employees in lieu of notice.
  - (b) An amount in consideration of an employee's age, calculated as follows:
    - (i) Where an 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 an 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 an 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 an 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, an employee affected by Article 33.00 of the Collective Agreement shall be entitled to a payment of 12% of the severance amount in lieu of benefits.



**CONFIDENTIAL**

January 1, 2016

Mr. Danny Burrell  
Business Agent  
Natural Gas Employees' Association  
#316, 9426 – 51 Avenue  
Edmonton, Alberta, T6E 5A6

RE: ATCO Pipelines and the Natural Gas Employee's Association Collective Agreement Negotiations

Further to our discussions during negotiations, the Corporation agrees to the following arrangements regarding Appendix B - Progression Jobs:

The Company and NGEA have agreed to establish a joint Committee to review the Progression Jobs in Appendix B1 and B2. The Committee will work collaboratively to:

- Establish a project charter/plan.
- Develop:
  - Requirements/criteria for progression,
  - documentation and approval process,
  - responsibilities,
  - time-frames for job progression.
- Provide written recommendations to the Vice President of the responsible Division or in the absence of a Vice President, the most senior level management representative within the Division, no later than June 30, 2017.

Yours truly,



Erin Jackson  
Manager, Human Resources  
ATCO Pipelines