

# Agreement

between



and



**2013 – 2016**

## **AGREEMENT**

THIS AGREEMENT is made as of the first day of January AD 2013 and consolidated herein, between

**MILNER POWER INC.**, a body corporate with head office at the City of Calgary,  
in the Province of Alberta (hereinafter called "the Company"),

OF THE FIRST PART,

AND

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

OF THE SECOND PART.

Whereas the Company is an independent power producer in the business of designing, constructing,  
commissioning and operating power generation facilities in the said Province of Alberta

AND

whereas, by Certificate No. 249-2005, dated the 12th day of December 2005 and issued by the Labour  
Relations Board for the said Province (hereinafter called "the Board") and made pursuant to the  
provisions of the Alberta Labour Relations Code, the Association has been certified as bargaining agent  
for a unit of employees of the Company comprising "all employees, except those employed as managers,  
department heads, in professions and in confidential capacities." The above certification No. 249-2005 is  
hereinafter referred to as "the Certificate".

## **SPIRIT OF AGREEMENT**

Whereas the Company is an organization wherein the money of investors is combined with the judgment,  
abilities, experience and energy of the management and employees to support the power generation  
business

AND

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

AND

whereas it is essential to the livelihood and in the best interest of the Company, its management and  
employees to direct their respective efforts towards the efficient and economical operation of the  
Company business through continuous improvement in a safe and environmentally responsible manner

AND

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

AND

this agreement further recognizes that all successful employer-employee relations must be mutually advantageous, fair and just, not more 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.

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**ARTICLE 1.00            TERM OF AGREEMENT**

- 1.01    This agreement remains in force from January 1, 2013 to December 31, 2016 and from year to year thereafter, unless notice of amendment or termination is given, as required in clause 1.02.
- 1.02    If either the Company or the Association wishes to negotiate a new collective agreement to replace this collective agreement, it must give the other party notice no later than September 15 in the final year of the collective agreement.
- 1.03    If either party gives notice of its intention to negotiate a new collective agreement to replace this collective agreement, the parties shall meet and exchange proposals no later than September 15 in the final year of the collective agreement. The parties will then undertake negotiations for a new collective agreement.
- 1.04    The terms of this collective agreement will remain in effect and continue to bind the parties while negotiations are in process towards a new collective agreement and until a new collective agreement is established.
- 1.05    The parties may mutually agree to engage a mediator prior to forwarding unresolved issues to the arbitration board.
- 1.06    If negotiations reach an impasse, the parties shall establish a new collective agreement to replace this collective agreement through Voluntary Interest Arbitration in accordance with article 38.00 of the collective agreement and part 2, Division 15 of the *Labour Relations Code*.
- 1.07    Prior to the convening of an arbitration board under article 38.00, employees will have the opportunity to ratify those terms of the collective agreement that have been agreed to by the parties.

**ARTICLE 2.00            DEFINITIONS AND INTERPRETATION**

2.01    For the purposes of this collective agreement,

"Assessment" means measuring a specific Job or Job Class within the Company against

- (i)       standards in a formal Evaluation Plan, if one exists for the schedule in which the Job is listed or
- (ii)      any other relevant standards, if no Evaluation Plan exists for that Job Class.

"Association" means the Canadian Energy Workers Association.

"Casual Employee" means an employee who does not work for the Company for more than 21 Days in any three-month period.

"Company" means Milner Power Inc.

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

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

"Headquarters" means an employee's usual place of work; i.e., the location, including facilities and general support facilities/structures outside of the worksite fence, where an employee normally performs his work.

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

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

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

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

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

"Permanent Part-time Employee" means an employee who has been appointed to a permanent Job, has completed a probationary period required by article 11.00 and who works a regular schedule of reduced hours each Day or week, totalling 15 hours or more per week.

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

"Temporary Employee" means an employee who is employed, on a full-time or part-time basis,

- (a) for work that is not of a permanent or continuing nature or
- (b) on a special, limited-term project

and whose employment will be terminated when the work is complete.

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

- 2.02 Headings used throughout this collective agreement are inserted for reference purposes only and are not to be relied on in interpreting the agreement.
- 2.03 Where singular or masculine terms are used in this collective agreement, they shall be interpreted as including the plural or feminine, as the context requires.

### **ARTICLE 3.00            TEMPORARY EMPLOYEES AND PERMANENT PART-TIME EMPLOYEES**

- 3.01 A Temporary Employee, other than one working on a special, limited term project, cannot work more than 60 percent of the normal hours per year for the Job in which he is placed, unless there is prior agreement with the Association.
- 3.02 The regularly scheduled hours of a Permanent Part-time Employee will not be more than 80 percent of the normal hours (on an annual basis) for the Job in which he is placed. Any overtime hours worked do not count toward the 80 percent calculation.
- 3.03 The Company will not use a Temporary Employee or a Permanent Part-time Employee to displace any Permanent Employee or Job or to reduce the regular hours of work of any Permanent Employee or Job. This clause will not apply to cases where article 4.00 (Job-sharing) or article 5.00 (Job-splitting) applies.
- 3.04 A Permanent Part-time Employee will not be hired to perform Jobs listed in schedules 34, 36, 37 or 38.

**ARTICLE 4.00           JOB-SHARING**

- 4.01 Two employees may apply to the Company to jointly fill one permanent Job.
- 4.02 The Company is not obliged to grant the request.
- 4.03 If the Company agrees to the request, the two employees, the station manager and the Association will sign (and retain a copy of) a Job-sharing agreement that sets out the terms of the agreement, including:
  - (a) the employees' right to withdraw from the arrangement after giving notice
    - (i) If either employee withdraws from the arrangement, the other employee must fill the Job on a full-time basis.
  - (b) the Company's right to terminate the arrangement and details about what will happen to the employees if the Company withdraws its consent.
- 4.04 Nothing in a Job-sharing agreement can contravene this collective agreement.

**ARTICLE 5.00           JOB-SPLITTING**

- 5.01 This article applies only when
  - (a) a vacancy occurs in a permanent clerk I or clerk II Job and
  - (b) the Company believes the Job must be staffed for more than seven and one half hours per Day.
- 5.02 The Company may choose to fill a Job with two Permanent Part-time Employees.
- 5.03 Once the Company has decided to use this article to fill a Job, it may end the arrangement only if it provides the employees filling the Job with another Job that
  - (a) provides at least the same number of hours of work per week
  - (b) provides at least the same hourly rate of pay and
  - (c) is in the same location.
- 5.04 If the Company terminates a Job-splitting arrangement,
  - (a) The Job involved will revert to the same hours of work that were in effect prior to the Job being split.
  - (b) The Job will be offered to one of the employees who occupy the Job. If both employees wish to assume the Job on a full-time basis, the Company will, in deciding upon the successful candidate, consider related ability, education and Job-related experience and performance (not in order of priority).



**ARTICLE 6.00 WAGE SCHEDULES, NOTES AND APPENDICES**

- 6.01 The provisions of wage schedules 30 to 38, inclusive, together with the notes applying to these schedules and appendices A to C, all of which are attached hereto, form part of this collective agreement.
- 6.02 Any changes to this collective agreement, as officially agreed to and signed by both parties, shall be attached to and form part of this collective agreement.

**ARTICLE 7.00 RECOGNITION AND APPLICATION**

- 7.01 The Company recognizes the Association as the exclusive bargaining agent for the members of the bargaining unit and recognizes the right of any bargaining unit member to be represented by an Association representative.
- 7.02 This collective agreement applies to all Company employees who are members of the bargaining unit, as established by the Alberta Labour Relations Board certification.
- 7.03 This collective agreement does not apply to Casual Employees.

**ARTICLE 8.00 VIOLENCE, HARASSMENT AND DISCRIMINATION**

- 8.01 The Company will provide employees with an environment free from violence, bullying, harassment and/or discrimination, in accordance with the applicable Occupational Health and Safety, Human Rights, Labour Relations, or Employment Standards legislation.
- 8.02 The parties will not discriminate against any employee because of membership or non-membership in the Association or for taking part in any activities permitted by the Company, this collective agreement or any applicable law.

**ARTICLE 9.00 RIGHTS OF MANAGEMENT**

- 9.01 The Company has sole and exclusive control of all matters concerning the operation, management and administration of its business.
- 9.02 The Company has exclusive rights over all matters not addressed by this collective agreement and, in general, retains the residual rights of management.
- 9.03 Only specific provisions of this collective agreement can serve to abridge any of the Company's rights.
- 9.04 Without restricting the generality of this article, the Company may hire, classify or promote any employee. The Company may also, for just cause, discipline, demote for disciplinary reasons, suspend or discharge any employee.
- 9.05 The Company's rights shall be exercised in accordance with its commitments and responsibilities.

**ARTICLE 10.00 CONTINUITY OF SERVICE**

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

10.02 The employees will not become involved in any of the actions prohibited under clause 10.01.

10.03 The Company will not cause any lockout of employees.

**ARTICLE 11.00 PROBATIONARY PERIOD**

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

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

11.03 During the probationary period, the Company, acting in good faith, may terminate an employee at its discretion.

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

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

11.06 When a Temporary Employee or a Part-time Employee is hired for a permanent Job and has spent time working in Job-related duties, the probationary period will be reduced as follows:

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

**ARTICLE 12.00 TEMPORARY ASSIGNMENT TO HIGHER CLASSIFICATION**

- 12.01
- (a) Supervisors may, at their discretion, temporarily assign a Permanent Employee or a Probationary Employee to a Job that has a higher maximum rate of pay than the employee's current Job.
  - (b) Any such assignment shall be in writing.

- 12.02
- (a) When an employee is temporarily assigned to a Job that is covered by this collective agreement, the employee's rate of pay, while so assigned, shall be calculated, from the first Day, as follows:
    - (i) The rate shall usually be equal to the employee's normal pay plus one increment, as identified for the employee's normal Job.
    - (ii) If the rate set out in sub-paragraph (i) is less than the minimum of the salary range for the Job to which the employee is assigned, the employee shall be paid the minimum rate for that Job.
    - (iii) If the rate set out in sub-paragraph (i) is higher than the maximum of the salary range for the Job to which the employee is assigned, the employee shall be paid the maximum rate for that Job.

- (b) While acting in a Job to which this clause applies, the employee's salary in the acting Job will be used as the basis for overtime and any other payment that relates to the employee's hourly rate of pay.
- (c) For salary administration purposes, an employee who remains in a temporary assignment to a higher classification for more than three consecutive months will have his temporary assigned pay added to his base salary on the payroll system. This is not deemed to be a permanent change in the employee's salary.
  - (i) The new temporary salary will be effective immediately following the third month and will be retroactive to the first day of the assignment for pension purposes.

12.03

- (a) An employee who is temporarily assigned to a Job that is outside the scope of this collective agreement will be paid, from the first Day, at a rate of five percent higher than the employee's normal pay.
- (b) Prior to the temporary assignment taking effect, the employee and supervisor will sign a written agreement that sets out any additional increment (not to exceed five percent) that may be payable during the temporary assignment and the time and conditions under which such payment shall be made.
- (c) While acting in a Job to which this clause applies, the employee's salary in the acting Job, as set out in sub-clause 12.03 (b), will be used as the basis for overtime and any other payment that relates to the employee's hourly rate of pay.

12.04 An employee on temporary assignment will be paid at the Job rate of the higher classification for any annual vacation and the first 14 Days of sick leave if:

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

12.05 An employee who remains in a temporary assignment for more than one year will receive the increments that would be awarded to an employee in the Job to which the temporary assignment has been made, so long as the employee remains in that Job. This is not to be deemed as a change in the employee's permanent Job Class.

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

12.07 An employee who is assigned, by his supervisor, to direct or oversee

- (a) three or more in-scope employees OR
- (b) three or more employees of a contracted employer OR
- (c) two or more contractors OR
- (d) two or more concurrent projects, each involving a contracted employer,

will receive an increase to his regular pay of five percent for the duration of the assignment. An employee at the Planner and/or Scheduler, Lead Hand, Station Inspector and Operator IV level is not eligible for the five percent increase.

## **ARTICLE 13.00           JOB CLASSES, EVALUATIONS AND ASSESSMENTS**

### **Interpretation**

13.01 For the purposes of this article, "Evaluation Plan" means a formal system or template adopted for determining the relative value of a Job or Job Class and for setting out specific criteria for making that determination.

### **Evaluation Plans**

13.02 The Association acknowledges that the Company has adopted an Evaluation Plan for those Job Classes listed in schedules 30 and 32. The Company agrees to notify the Association if an Evaluation Plan is adopted in the creation of a new Job in any other schedule within the scope of this collective agreement.

### **New Classifications**

13.03

- (a) The Company may establish and implement a new Job or Job Class and set the wage rate for it.  
The Company will notify the Association of the new Job or Job Class and wage rate within 14 Days of establishing it.
- (b) The parties agree to discuss, as necessary, whether or not positions should fall within the scope of this collective agreement. In these discussions, the parties will be guided by any criteria that have been agreed upon between them.

13.04 If the Association disagrees with the new Job or Job Class or the wage rate assigned to it, it may appeal the Company's action by using the procedure set out in clauses 13.09 to 13.17.

### **Assessments**

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

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

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

- 13.07 The Company will give notice of the results of the Assessment and the reasons for the decision to the Association, the employee who initiated the Assessment and to the employee's supervisor within five Days of completion of the Assessment.
- 13.08 If the Association disagrees with the Assessment, it may initiate an appeal, using the procedure set out in clauses 13.09 to 13.17.

### **Appeal Procedure**

- 13.09 The Association shall begin an appeal by giving notice to Human Resources within 14 Days of receiving notice of the Company's decision.
- 13.10 The appeal will be dealt with by a resolution committee.
- 13.11 The Association will, in its notice of appeal, name a representative to the resolution committee.
- 13.12 Within 14 Days of receiving the Association's notice, the Company will notify the Association of the Company's representative to the resolution committee.
- 13.13 The representatives so appointed shall, within 10 Days, agree upon a chair who shall be qualified in wage determination and administration. The committee shall notify the parties of the name of the chair.
- 13.14 Each member of the resolution committee shall have one vote.
- 13.15 Within 30 Days of the appointment of the chair, the resolution committee shall consider all relevant matters and issue a written report deciding the issues before it.
- 13.16 The decision of a majority of the committee is the decision of the committee. It is final and binding upon the parties.
- 13.17 Each party will bear the expenses of its respective representative on the resolution committee. The expenses of the chair shall be shared equally by the parties.

### **Retroactivity**

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

### **Changes in Job Class**

- 13.19 The Company will give the Association written notice of changes of an employee's Job or Job Class. No notice is required in the case of progression movement, as set out in Appendix A.

### **Job Descriptions**

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

- 13.21 When a Job description is changed, the Company will, within 14 Days of the change, give a copy of the revised Job description to the Association and the affected employee. An employee will be required to perform only those duties outlined in the most current Job description.
- 13.22 During the annual performance review, the Job description will be reviewed by the supervisor and employee meeting together. If there have been significant changes to the Job, the supervisor will notify Human Resources within 90 Days. Human Resources will confirm those changes to the Job description by notice to the employee, in writing, within 45 Days of receiving notice from the supervisor.

**ARTICLE 14.00           JOB POSTING AND JOB PROGRESSION**

- 14.01 The Company is committed to the development of employees from within the bargaining unit.
- 14.02 The Company will issue a Job Posting whenever there is a vacancy in a permanent Job or a new permanent Job is created that is within the scope of this collective agreement. The exceptions are clauses 14.03, 14.04, 14.05 and 14.08.
- 14.03 Progression, as set out in Appendix A of this collective agreement, does not constitute a new or vacant Job.
- 14.04 The Company is not obliged to issue a Job Posting before hiring a Part-time Employee or a Temporary Employee.
- 14.05 No Job Posting is required if a Job has been assessed or evaluated to a higher class, if the person who held the Job before the Assessment or evaluation remains in the Job.
- 14.06 A Job Posting will be placed on bulletin boards throughout the Company and remain there for 14 Days. A copy of the Job Posting will be sent to the Association.
- 14.07 A Job Posting will contain information as to the minimum education and experience required for the Job. If the Job is one for which there is a normal progression track, the Job Posting will also list the qualifications required for progression. The Job Posting will provide the name of a person who, on request, will give particulars related to the Job to any bargaining unit member.
- 14.08
  - (a) When
    - (i) an employee is selected for a position for which a Job Posting was issued and
    - (ii) that employee's successor is selected as a result of a Job Posting,

the Company may fill the successor's Job without a Job Posting. If an employee is appointed to that Job that was not posted, then the Company may appoint his successor without a Job Posting. If a further vacancy occurs as a result of this second appointment, it will be posted.
  - (b) The Company will issue a bulletin board announcement advising of a Job vacancy under this clause, even when it is not required to post the vacancy.
- 14.09 Any employee may apply for a Job described in a Job Posting. Every applicant will receive a personal reply to an application.
- 14.10 In selecting a person to fill a vacancy, the Company will give first consideration to applicants from within the bargaining unit. In making its decision, the Company will consider related ability, education and Job-related experience and performance (not listed in order of priority).

- 14.11 If two or more candidates equally meet the criteria,
- (a) a Permanent Employee from within the bargaining unit will be selected over a Temporary Employee and
  - (b) in deciding among Permanent Employees, the candidate with the greatest length of service with the Company will be selected.
- 14.12 The Company may fill or decline to fill any Job that has been posted. If it decides to fill the Job, it will attempt to make its selection within 30 Days of the close of the Job Posting.
- 14.13 When the Company fills a posted Job, it will, within two Days of the selection (excluding Saturday, Sunday and holidays), send a notice to all applicants.
- 14.14
- (a) An employee who applied for, but was not selected for, a posted Job may ask for reasons for not being selected.
  - (b) The request will be in writing and will be sent to the person named as the information contact in the Job Posting within five Working Days of the employee receiving notice of the selection decision. The employee will send a copy of the request to Human Resources and to the Association.
  - (c) Within five Working Days of receiving the request, the person to whom the request was sent will give written reasons for the selection decision.
- 14.15 The Company may, but is not obliged to, consider the application of an employee who has been in his present Job and location for less than two years. The Company is, however, obliged to consider the application of an employee who is applying for a Job that has a higher maximum rate of pay than his current Job.
- 14.16 When an employee is to take up a new Job, as a result of a Job Posting, the change will take place within four weeks of the employee's selection for the position, unless a later date has been specified on the Job Posting. Should there be good and sufficient reason why the change to the new Job cannot be made within the four-week period, the employee shall be notified, in writing, as to the reasons for the delay and shall be given a specific date on which the change shall be made.
- 14.17 The following provisions apply when the Company appoints a person to a Job because of lack of qualified persons responding to a Job Posting or when the Company appoints a person to a Job under clause 14.08.
- (a) The Company may subsequently appoint that employee to another Job, at the same or lower classification, without first issuing a Job Posting. In such a case, the provisions of clauses 14.02 to 14.16 are waived for that appointment only.
  - (b) The Company will give first consideration to the employee's preferred locations when deciding where to transfer that employee.
  - (c) When the Company moves a person, as described in paragraph (a), into a Job with a lower salary range, the employee's salary will be maintained at its current level until the salary range for the new Job incorporates the employee's salary.

**Table I -  
Normal  
Hours of  
Work - Office  
Jobs**

<b>Schedule 32</b>	8.0 hours	0700 - 1700	1 hour	40 hours 5 consecutive Days, Monday - Friday inclusive
<b>Schedule 30</b>	7.5 hours	0700 - 1700	1 hour	37.5 hours 5 consecutive Days, Monday - Friday inclusive
	<b>Normal Working Day (paid)</b>	<b>Working Day to be scheduled between the hours of</b>	<b>Lunch period (unpaid) (maximum)</b>	<b>Normal Work Week</b>



**Table II -  
Normal  
Hours of  
Work - Non-  
office Jobs**

<b>Appendix B Schedule 36</b>	12 hours (as per schedule)	0000-2400		40 hours scheduled over shift cycle
<b>Non-shift Schedules 34, 37 and 38</b>	8 hours or 10 hours	0600 - 1800	1 hour	40 hours over 5 consecutive Days, Monday -Saturday inclusive (for employees scheduled to work 8-hour Days)  <b>OR</b>  40 hours over 4 consecutive Days, Monday -Saturday inclusive (for employees scheduled to work 10-hour Days) (subject to clause 15.08)
	<b>Normal Working Day (paid)</b>	<b>Working Day to be scheduled between the hours of</b>	<b>Lunch period (unpaid) (maximum)</b>	<b>Normal Work Week</b>

**ARTICLE 15.00            HOURS OF WORK**

15.01 Subject to the specific exceptions set out in this article,

- (a) the normal hours of work for an office employee shall be as set out in Table I and
- (b) the normal hours of work for a non-office (non-shift or shift) employee shall be as set out in Table II.

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

15.03

- (a) If the employee and supervisor agree,
  - (i) the daily hours of work may be extended, for a Table I employee, to a maximum of 10 hours per Day for a specific assignment.
  - (ii) the daily hours of work may be extended, for a Table II employee, to a maximum of 12 hours per Day for a specific assignment.
- (b) In such an agreement, the total hours worked by the employee must average 40 hours per week over a predetermined period.
- (c) Where such an agreement exists, overtime is payable only for those hours an employee works beyond the agreed-upon maximum daily hours of work.
- (d) A mutual agreement will be put in writing and sent to the station manager and the Association if:
  - (i) it is intended to last for more than six months or
  - (ii) it has lasted for six months, whether that was the intention or not.

15.04

- (a) By mutual agreement between an employee and the employee's supervisor, the hours during which an employee's Working Day may be scheduled may be changed. In these cases, there will be no payment for overtime or shift differential for the agreed-upon hours of work.
- (b) A mutual agreement will be put in writing and sent to the station manager and the Association if:
  - (i) it is intended to last for more than six months or
  - (ii) it has lasted for six months, whether that was the intention or not.

15.05 An employee may exchange shifts, subject to the following rules:

- (a) The exchange must be approved by a supervisor.
- (b) The arrangement for the exchange must be documented.
- (c) The exchange must not result in the Company incurring any costs higher than those that would be incurred if the exchange was not allowed.

15.06

- (a) By mutual agreement with his supervisor, an employee may take time off without pay.

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

## Exceptions

### 15.07

- (a) The Company must sometimes perform unit and equipment maintenance to mitigate production losses at its generating facilities. To try to minimize the business impact, the Company may need to change the hours of an employee's Working Day. These hours may be scheduled outside the normal hours of work noted in Table II.
- (b) The Company will give an employee 168 hours (one week) notice of a change under this clause. If it does not, the employee will be paid at the overtime rate for any hours worked that are outside the employee's normal scheduled hours in the first 48 hours.

### 15.08

- (a) Some Jobs are essential to providing continuous service to customers. The special rules in this clause apply to:
  - (i) plant maintenance men (Job group codes 376050, 376500, 376501 and 376700)
  - (ii) chemical technologists (Job group codes 385100, 385200 and 385201)
  - (iii) electrical/instrumentation technologists (Job group codes 380100, 380200 and 380300)
  - (iv) station inspectors (Job group codes 374200 and 374201) and
  - (v) apprentices (Job group codes 341010 to 341019, 341020 to 341029, 341030 to 341039, 341040 to 341049 and 341050 to 341059).

Other Jobs may be added to this list after discussion with the Association.

- (b) The Company may decide to schedule some of these employees to work on Sundays on a long-term basis. If it does, it may schedule the employee to work on any Days from Monday to Sunday. The Company must still follow the rules regarding the number of consecutive Working Days and the length of the Working Day, as contained in Table II. In these cases, no overtime will be paid for Sunday work unless the employee works more than the scheduled number of hours.
- (c) The Company will discuss work schedules with affected employees in advance.

### 15.09

- (a) The Company and the Association recognize that adequate rest between work periods is required to ensure a safe work environment. The provisions in this clause are not intended to remove the responsibility of supervisors and employees to ensure that work is accomplished safely.
- (b) An employee who works 14 or more hours in a 24-hour period is entitled to 10 consecutive hours of rest.
- (c) If a call out results in an employee working any time prior to three hours before the start of his next regularly scheduled shift, he is entitled to have 10 consecutive hours of rest that begin at the end of the call out work.

- (d) If an employee's 10 hours of rest, under paragraph (b) or (c), extend into the last two hours of his next regularly scheduled shift, the employee shall not be required to work those hours.
  - (e) An employee will not suffer any loss of wages for periods of rest covered by this clause.
  - (f) The Company may ask the employee to return to work during the 10 consecutive hours of rest. If the Company requests and the employee agrees to return to work, the employee will be paid an amount equal to his normal hourly rate for each hour worked during normal scheduled working hours (during which the employee was entitled to be at rest) in addition to normal wages.
  - (g) Hours of rest provided under this clause exclude travel time.
- 15.10 In January of each year, the Company will prepare a schedule showing the hours of work for all employees during the year. A copy of that schedule will be given to each affected employee.
- 15.11 If an employee's schedule is changed, a supervisor will either:
- (a) give the employee written notice of the change or
  - (b) advise the employee of the change, by telephone or in person, and then send the employee a written confirmation of the change, making sure the confirmation includes a note as to when the telephone or in-person notice was given.
- 15.12
- (a) A Table I employee:
    - (i) must be given 48 hours notice if the Company reschedules that employee to work a normal work shift
    - (ii) will be paid at the overtime rate for the first shift worked as a result of the rescheduling, if the Company fails to give this notice.
  - (b) A Table II employee has several ways in which his schedule can be changed. The following table shows various situations (see next page). For each one, the table shows how much advance notice the employee must receive. If the employee does not receive the necessary notice, the Company will provide the extra payment indicated for the appropriate item.
- 15.13 When the Company notifies an employee of a change in schedule, it will tell the employee how long the change will last. At the end of the specified schedule, the employee will revert back to the employee's regular schedule. If there is no specified ending date for the change, the employee will revert back to the regular schedule on the first Working Day after the next Day off.
- 15.14 The parties want to place some limits on how changes to an employee's schedule are handled. Both sides prefer a situation where an employee's start time and the length of the Working Day are consistent for all Days the employee is scheduled to work in a particular calendar week. They recognize, however, that may not always be possible. The rules in this clause will be used to help manage changes in schedule, under clause 15.15.
- (a) Sometimes, it may not be possible for the Company to change the starting time for all Days in a calendar week. For that reason, the parties agree that the Company may start such a change in the middle of an employee's work week, but the change must apply to all Days after the first affected Day. The Company will not make more than one such change in an employee's work week.

- (b) The Company cannot make more than 24 changes a year to an employee's schedule if the change affects the Days of the week the employee is scheduled to work or changes the length of the Working Day.

15.15 An employee and supervisor may mutually agree to change an employee's starting time for one or more Days. This may include situations where the Company has had to change an employee's start time for a week, even though it was only required for one Day. Where the employee and supervisor agree to such a change, the employee waives any payment for overtime for the agreed-upon hours of work.

Situations	Advance notice required and conditions	Amount to be paid if notice is not given
The Company changes an employee's starting time on a certain Day	48 hours before the revised starting time; the same change has to be made to all Days the employee is scheduled to work in a calendar week	Overtime rate for hours worked outside of the originally scheduled hours in the first 48 hours after notice is given
The Company changes an employee's schedule, requiring the employee to work on a Day that had originally been scheduled as a Day off. (This is also the situation that will apply if the Company changes a schedule to require an employee to work eight hours on a Day when the employee was originally scheduled to work 10 hours.)	10 Days before the starting time on the Day that was scheduled as a Day off	Overtime rate for all hours worked on the Day that had been scheduled as a Day off
The Company changes an employee's schedule, requiring the employee to work 10 hours on a Day that the employee had originally been scheduled to work eight hours.	10 Days before the starting time on the Day affected; the same change has to be made to all Days the employee is scheduled to work in the same calendar week	Overtime rate for the final two hours worked on each of the first two Days affected by the change

**ARTICLE 16.00 OVERTIME**

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

16.02

- (a) An employee who is instructed or directed to participate in an activity outside his normal hours of work will be paid at the overtime rate for any time, including travel, that exceeds his normal hours of work.

- (b) An employee who volunteers to participate in an activity outside his normal hours of work shall not receive compensation for any time, including travel, that exceeds his normal hours of work.
- (c) The parties accept there may be situations in which work or activities may have mutual benefits to the Company and employees. This may include such things as developmental training, attendance at events in which the Company is participating and work that promotes the image of the Company. In such cases, the Company may invite employees to undertake such work or activities. An employee may accept or decline such an invitation.
  - (i) Where an employee accepts an invitation, the Company will pay the employee at his normal rate of pay for any time, including travel, that exceeds his normal hours of work.

16.03 Whenever possible, employees will be scheduled to travel during their normal working hours. When this is not possible, the employee will be paid as per the provisions in clause 16.02.

16.04 If an employee is scheduled to work overtime on a scheduled Day off and that overtime work is cancelled with less than 23 hours notice, the employee will be paid \$60.00.

**ARTICLE 17.00 CONVERTING MONTHLY SALARY TO HOURLY RATE**

17.01 The hourly rate for an office employee is calculated by dividing the monthly salary by 163 and rounding off to the nearest cent. The number “163” represents the average hours of work per month and is calculated using a 7.5-hour Day and a 37.5-hour week, as follows:

365 Days - 52 Sundays - 52 Saturdays = 261 Days per year

$$\frac{261 \text{ Days} \times 7.5 \text{ hours}}{12 \text{ months}} = 163 \text{ hrs/month}$$

17.02 The hourly rate for a non-office employee is calculated by dividing the monthly salary by 174 and rounding off to the nearest cent. The number “174” represents the average hours of work per month and is calculated using an eight-hour Day and a 40-hour week, as follows:

365 Days - 52 Sundays - 52 Saturdays = 261 Days per year

$$\frac{261 \text{ Days} \times 8 \text{ hours}}{12 \text{ months}} = 174 \text{ hrs/month}$$

**ARTICLE 18.00 HOLIDAYS**

18.01 Subject to clause 18.03, an employee will receive a Day off, with pay, for each of the following holidays:

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

18.02 In addition, one civic holiday will be recognized and observed, but only in a community in which it is officially declared. This holiday shall apply to all employees regularly based in the community. No employee will forfeit entitlement to a civic holiday because of a transfer to another location.

18.03 An employee will be paid for a holiday only if:

- (a) he has completed 30 Working Days or has worked 240 hours in the 12 months immediately preceding the holiday and
- (b) he works his scheduled shift immediately before and immediately after the holiday, unless absent due to sickness or accident, or by authority of the Company.

18.04

- (a) Wherever possible, an employee will not be scheduled to work on a holiday.
- (b) Any employee scheduled to work on a holiday will be paid:
  - (i) at the overtime rate for the hours actually worked and
  - (ii) the normal Day's pay, as provided for in clause 15.01.

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

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

18.06 When a holiday falls on an employee's regular Day off, that employee shall receive payment under paragraph (a) or paragraph (b), whichever is applicable.

- (a) If the employee's other Working Days in that calendar week have been scheduled as eight hours, the employee will receive eight hours pay at the employee's normal hourly rate, in addition to regular pay, or eight hours off with pay.
- (b) If the employee's other Working Days in that calendar week have been scheduled as 10 hours, the employee will receive 10 hours pay at the employee's normal hourly rate, in addition to regular pay, or 10 hours off with pay.

18.07 If a holiday falls on an employee's regularly scheduled Working Day and the employee is given that Day off, the employee will be paid for the previously scheduled hours of work for that Day at the normal hourly rate. No further action will be required to balance the normal wage with the hours of work scheduled.

## **ARTICLE 19.00 ANNUAL VACATION**

19.01 For the purposes of this article, one week is equal to:

- (a) five regularly scheduled Working Days for a Table I employee or

(b) 40 hours for a Table II employee.

19.02 A Permanent Employee is entitled to annual vacation, with regular pay, on the following basis:

after one year of Continuous Employment	three weeks
after six years of Continuous Employment	four weeks
after 14 years of Continuous Employment	five weeks
after 22 years of Continuous Employment	six weeks

(a) When a Temporary Employee is hired as a Permanent Employee, with no break in service, he will have the date he was hired into his current temporary assignment recognized as his hire date when calculating milestone year vacation entitlement. The employee will not receive vacation entitlement for the period he was employed as a Temporary Employee.

19.03

(a) Advance draws on vacation entitlements are available to Permanent or Probationary Employees who have completed more than six months, but less than one year, of Continuous Employment.

(b) An employee covered by this clause may take up to one week of vacation, with pay, during his second six months of employment.

(c) An employee covered by this clause may also take up to one week of leave of absence, without pay, during his second six months of employment.

(d) The vacation and leave allowed by this clause are subject to agreement between the employee and his immediate supervisor.

19.04 A Part-time Employee and a Temporary Employee will be paid vacation pay as prescribed by law.

19.05 A Permanent Part-time Employee will be entitled to annual vacation, with pay, on a prorated basis tied to his regular hours of work. He will be paid vacation pay on hours worked above his regular hours, but not including hours of work where premium overtime rates apply.

19.06 The following rules apply to the scheduling of vacation time.

(a) Vacations may be taken at any time during the calendar year, by mutual agreement between the employee and the supervisor, provided the scheduling is arranged to suit the work schedules of the Company.

(b) An employee may take up to five Working Days (40 hours) of his vacation one Day at a time or may take a block of 40 hours of his vacation in hourly increments, subject to receiving the prior approval of his immediate supervisor and provided the scheduling does not unduly interfere with efficiency or incur overtime.

(c) In the year in which an employee qualifies for an increased vacation entitlement, the additional week may be taken only after the employee's anniversary date for vacation entitlement. "Anniversary date" is the date an employee is appointed as a Probationary Employee or a Permanent Employee.

(d) If a holiday falls within an employee's vacation, the vacation shall be extended by one Day.



- 19.07 For the purposes of this article and subject to clause 19.09, an employee remains continuously employed when on sick leave.
- 19.08 An employee receiving WCB benefits continues to accrue vacation entitlement for up to 17 weeks per calendar year.
- (a) An employee is entitled to accrue vacation entitlement once per WCB claim, regardless of the duration of the claim.
  - (b) An employee with multiple WCB claims in one calendar year is entitled to accrue vacation entitlement for a combined maximum of up to 17 weeks.
- 19.09
- (a) An employee is entitled to full vacation entitlement only if he has worked 90 percent of his regularly scheduled Working Days in the calendar year.
  - (b) For the purpose of this clause, statutory holidays and annual vacation count as Days worked.
  - (c) An employee who has worked less than 90 percent of his regularly scheduled Working Days in the calendar year shall be entitled to vacation, on a prorated basis bearing the same relationship to his regular vacation entitlement as the number of Days worked bears to 90 percent of his regularly scheduled Working Days. An example of the calculation of prorated vacation entitlement can be found in Appendix C.
- 19.10 An employee may apply, in writing, for permission to carry over any part of his vacation entitlement to the next year. Such application will be granted only if mutually acceptable to the employee and the station manager.
- 19.11 An employee will normally take his vacation in blocks made up of a whole Working Day. If the number of hours remaining in his vacation entitlement is less than a full Working Day, he shall receive a payout of the remaining entitlement or carry over, as per 19.09.

## **ARTICLE 20.00      CALL OUT**

- 20.01 An employee will be paid at the overtime rate when called out to perform work outside his normal working hours. Call out applies to situations where an employee has less than 12 hours notice prior to the beginning of his overtime work. Overtime work that occurs with 12 hours or more notice is considered scheduled overtime and call out provisions will not apply.
- 20.02
- (a) An employee who is called out within two hours of the start of the employee's regularly scheduled shift will be paid for the time actually worked before the start of that shift. The call out time will start when the employee arrives at the Job-site. Travel time of one-half hour will be added to the time actually worked.
  - (b) An employee who is called out any time prior to three hours before the start of his next regularly scheduled shift and the call out work continues into the scheduled shift will be paid his regular rate of pay, plus additional pay equal to the employee's normal hourly rate (double time equivalent), for regularly scheduled hours worked until the call out work is complete or the employee is relieved from duty, due to maxed hours, pursuant to 15.09 (b). Travel time of one-half hour will be added to the time actually worked.

- (c) An employee who is called out at any other time will be paid for the time actually worked or for two hours, whichever is greater. The call out time will start when the employee arrives at the Job-site. Travel time of one hour will be added to the time actually worked.

20.03 Once an employee arrives at the Job-site, he is deemed to be on duty for the minimum period set out in clause 20.02 or until the work for which he has been called out is complete. Further calls received during this period will be considered a continuation of the initial call and are not subject to call out pay.

## **ARTICLE 21.00 SHIFT DIFFERENTIAL AND WEEKEND PREMIUM**

21.01

- (a) An employee will receive a shift differential for hours worked between 1530 hours and 0700 hours.
- (b) The shift differential/weekend premium will be:
  - \$2.36 per hour for 2013
  - \$2.44 per hour for 2014
  - \$2.53 per hour for 2015
  - \$2.63 per hour for 2016.
- (c) Future negotiated wage increases will be applied to the shift differential/weekend premium.
  - (i) The increases have already been applied to 21.01(b).

21.02 An employee who works a scheduled Day shift on a Saturday, Sunday or recognized holiday will receive the weekend premium from 21.01 (b) for each hour worked.

21.03 Payment of a shift differential/weekend premium will be paid for all applicable hours of work, including overtime hours (but is paid at the same rate, whether overtime or not).

## **ARTICLE 22.00 CALCULATION OF PREMIUMS**

22.01 An employee shall not receive a premium rate under more than one provision of this collective agreement unless otherwise specifically provided. If two or more premiums are attributable to the same hours worked, the employee shall receive only the highest applicable premium.

## **ARTICLE 23.00 STANDBY**

23.01

- (a) An employee who is requested to standby shall be paid, as follows, for each standby period:
  - (i) an amount equal to one hour of the employee's regular pay when the standby period begins on a regularly scheduled Working Day
  - (ii) an amount equal to two hours of the employee's regular pay when the standby period begins on a scheduled Day of rest
  - (iii) an amount equal to three hours of the employee's regular pay when the standby period begins on a recognized holiday other than those listed in subclause (iv)
  - (iv) an amount equal to four hours of the employee's regular pay when the standby period occurs on Christmas Day, Boxing Day, Good Friday or Easter Sunday.
- (b) Standby remuneration may be taken in pay or as hours off with pay.

- (c) An employee who is scheduled, by the Company, to standby for more than 126 Days in a calendar year shall be paid 1.5 times the applicable rate set out in paragraph (a) for every Day he is scheduled to standby after the 126<sup>th</sup> Day.
- 23.02 The amount set out in this article is in addition to the applicable pay for any work performed, subject to article 20.00 (call out).
- 23.03 The Company will designate which employees are on standby. Where practical, a standby schedule will be posted in advance.
- 23.04 An employee on standby will be available to be called out during the standby period.
- 23.05 An employee on standby may leave his home for personal reasons, provided he makes arrangements to be reached and to be available for duty.
- 23.06 For the purposes of this article,
- (a) The standby period on a regularly scheduled Working Day begins at the conclusion of the employee's regularly scheduled shift and continues until 8 a.m. the following Day.
  - (b) The standby period on a scheduled Day of rest or recognized holiday begins at 8 a.m. and continues until 8 a.m. the following Day.
  - (c) A mutual agreement between employees to exchange standby duty does not constitute a scheduling of standby by the Company.

#### **ARTICLE 24.00 PAY FOR WORKING ON STACKS AND SWING STAGES**

- 24.01 An employee who works more than 25 meters above ground on a stack and/or is required to work on a swing stage will be paid, in addition to any other pay, a premium equal to the employee's normal hourly rate for the actual hours worked (double time equivalent) or a minimum of two hours premium pay.

#### **ARTICLE 25.00 PERSONAL DAYS**

- 25.01 Permanent Employees administered under the collective agreement are eligible for five Days of personal leave (i.e., personal Days), with pay, in each calendar year.
- (a) This leave will be granted, at the employee's request, in all but exceptional or emergency work situations. Personal leave scheduling must be arranged to suit the work schedules of the Company.
- 25.02 Personal leave would not normally be attached to vacation entitlement without manager pre-approval.
- 25.03 Personal leave entitlement will be prorated for new employees. If an employee resigns or terminates employment within the first six months of the entitlement year and has used more than one half of his entitlement, he will be responsible to repay any personal leave that exceeds one half of the yearly entitlement.
- 25.04 Where possible, employees will provide at least 48 hours notice prior to taking personal Days. It is understood that there will be situations where 48 hours notice cannot be given due to personal emergencies or short notice situations. Notice given of less than 48 hours will not be sufficient grounds to deny the leave.

25.05 Any unused personal Days that remain at the end of a calendar year expire and will not carry over into the next year.

**ARTICLE 26.00 BOARD AND LODGING**

26.01 The Company will provide accommodation for employees required to be away from their Headquarters or, alternatively, will pay for the costs of accommodation, upon production of receipts.

26.02

(a) When an employee is away from his Headquarters and requires an overnight absence, the Company will reimburse the employee for the cost of reasonable meals, unless the meals were provided at no charge or as part of a registration fee.

(b) The employee may, at the employee's option, claim

- (i) the actual cost of the meal, evidenced by a receipt, or
- (ii) the following allowances for each meal:

Breakfast	\$10.00
Lunch	\$15.00
Dinner	\$20.00.

26.03 An employee may, at his option, claim a per diem allowance of \$125 for each full Day away from his Headquarters. This allowance is intended to reimburse costs for meals, accommodation and incidental expenses, without the need for receipts. If this option is chosen, it must be used for all full Days claimed.

26.04 An employee who is required by the Company to be away from his Headquarters overnight will be paid \$6.00 per night for incidental expenses.

26.05

(a) When an employee is required to work more than two hours beyond the scheduled quitting time, the Company will provide the employee with a reasonable meal in the third hour and every four hours thereafter, as long as work continues after the meal break.

(b) When an employee is called out under article 20.00, the Company shall provide the employee with a reasonable meal in the fifth hour and every four hours thereafter, as long as work continues after the meal break.

(c) When an employee is called out under article 20.00 to work more than two hours prior to the beginning of the normally scheduled Working Day or shift, the Company shall provide the employee with a meal.

(d) If the employee takes a meal break on site, the break does not exceed 30 minutes and the employee continues working after the meal break, the employee will be paid at the overtime rate for the meal break.

(e) In lieu of providing the meals set out in this article, the Company may, at its option, pay an employee \$15.00 for each meal to which the employee is entitled.

(f) The employee and supervisor will agree to a practical application of the arrangements in this article.

**ARTICLE 27.00           BEREAVEMENT LEAVE**

- 27.01 An employee, in the event of a death in the immediate family, is entitled to bereavement leave. "Immediate family" includes 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), grandchild, step-relatives at the same levels and any dependent relative living in the employee's household.
- 27.02 An employee entitled to bereavement leave will be given time off, with pay, for a maximum of three Working Days and time off, without pay, for a maximum of two additional Working Days for extended travel. The employee has the sole right to decide whether to use all or some of the bereavement leave and travel time entitlement.
- 27.03 By mutual agreement with his supervisor, an employee may take up to two days, without pay, to attend the memorial service of an individual not listed in Clause 27.01. Supervisors will not unreasonably withhold approval for a request for time off without pay under this clause.

**ARTICLE 28.00           TERMINATION OF SERVICE**

- 28.01 A Permanent Employee will give the Company 14 Days notice of his intention to terminate employment.
- 28.02 The Company will give a Permanent Employee 30 Days notice of its intention to terminate employment.
- 28.03 The Company will give a Temporary Employee and a Part-time Employee notice of its intention to terminate employment, as required by the Employment Standards Code of Alberta.
- 28.04 The Company will advise the Association of its intent to terminate an employee.
- 28.05 An employee has the right to representation, by an Association representative, during the termination process.
- 28.06 Subject to an employee's right to submit a grievance, an employee may be discharged for just cause, without notice or pay in lieu thereof.

**ARTICLE 29.00           MATERNITY AND PARENTAL LEAVE**

- 29.01 This article expands on the provisions contained in the Alberta Employment Standards Code and the Federal Employment Insurance maternity and parental benefits. That legislation sets out the eligibility, entitlements and notice periods required.
- 29.02 If, during the 12 weeks immediately before the estimated date of delivery, the pregnancy of the employee interferes with the performance of her duties, the Company may give the employee written notice requiring her to begin maternity leave if modified duties are not available. This clause may not be used if the employee is absent from work for medical reasons, as certified by a physician.
- 29.03 An employee who chooses not to take parental leave is entitled to a Day off, with pay, when his child is born or adopted, provided he was scheduled to work that Day.
- 29.04 On return from maternity or parental leave, an employee is eligible to take an advance of up to two weeks of his vacation entitlement.

## **ARTICLE 30.00            GRIEVANCE PROCEDURES**

30.01 The grievance procedure described in this article will be used only to resolve disagreements regarding the interpretation, application, administration or alleged violation of this collective agreement.

### **Facilitation**

30.02

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

### **Discussions**

30.03 Before submitting a grievance, the employee involved in the disagreement shall seek to settle the difference in discussion with

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

30.04 The discussions referred to in clause 30.03 should be held as soon as possible after the act that gave rise to the disagreement, since any grievance must be submitted within certain time limits.

- (a) In the case of a Job Posting, a grievance must be submitted within five Days of the employee receiving reasons for his not being selected.
- (b) In the case of a dismissal, a grievance must be submitted within 10 Days of the dismissal.
- (c) In any other case, a grievance must be submitted within 15 Days of the act giving rise to the grievance.

However, the parties agree that where the supervisor is not available or the discussions cannot be held, this requirement will not prevent any employee from submitting a grievance.

30.05 If the discussions do not resolve the matter, the disagreement may proceed to

- (a) step 1, in the case of a disagreement that does not involve the discharge of an employee or
- (b) step 2, in the case of a disagreement that involves the discharge of an employee.

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

### **Representation**

30.07 An employee may be assisted and represented by an Association representative at any stage of this procedure.

### **Calculation of Time**

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

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

### **Step 1**

30.09 The employee will put the grievance in writing. As per Clause 30.07, the employee may seek assistance from the Association.

30.10 The grievance will include the

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

30.11

- (a) Where the grievance results from a Job Posting, the grievance will be sent to the selecting supervisor and the station manager within five Days of the employee being given reasons for not being selected for the Job.
- (b) In any other case, the grievance will be given to the station manager within 15 Days of the act causing the grievance, with a copy, for information purposes, to the employee's supervisor.

- 30.12
- (a) If the grievance arises from article 14.00 (Job Posting), the supervisor who made the decision shall attend the meeting at the request of either party.
  - (b) The station manager will meet with the employee and supervisor to discuss the grievance.
- 30.13 Within six Days of receiving the grievance, the station/location manager will either uphold or deny the grievance. The station/location manager's decision shall be in writing and given to the employee and the Association.
- 30.14 If the grievance is not resolved satisfactorily, either the Company or the Association may proceed to Step 2.

## **Step 2**

- 30.15 Either the Company or the Association may request the formation of a Grievance Committee by written notice to the other party within five Days of the Step 1 decision.
- 30.16 In the case of a grievance resulting from the dismissal of an employee, receipt of the grievance shall constitute a request for formation of a Grievance Committee. In such a case, the grievance shall be in writing and include the
- (a) nature of the grievance
  - (b) date of occurrence
  - (c) circumstances out of which the grievance arose
  - (d) requested remedy
  - (e) clause or clauses of this collective agreement that, it is claimed, have been violated or infringed upon and
  - (f) signature of the employee(s) submitting the grievance.
- 30.17 The Company and the Association will each name three members to the Grievance Committee.
- (a) The party requesting the Grievance Committee will include the names of its nominees in its notice under clause 30.15. The other party will respond with the names of its nominees, in writing, within five Days of receiving the notice.
  - (b) The Association and the Company will exchange all information related to the grievance within five Days of receiving notice of the formation of the Grievance Committee.
- 30.18 The employee initiating the grievance, the employee's supervisor and the station manager are not eligible to sit on the Grievance Committee. In the case of a grievance resulting from a Job Posting, the selecting supervisor and the station manager are also ineligible to sit as members of the Grievance Committee.
- 30.19 The Grievance Committee shall appoint one of its members to be its chair and the person so appointed will retain the right to vote.



30.20 The written grievance will be presented to the Grievance Committee within five Days of the Grievance Committee being appointed. In the case of a grievance resulting from an employee's dismissal, the grievance will be presented within 10 Days of the grievance being filed.

30.21 Within 10 Days of receiving the grievance, the Grievance Committee will issue a written report,

- (a) upholding the grievance
- (b) denying it or
- (c) reporting that it is unable to reach a majority decision.

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

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

30.23 If the Grievance Committee reports it is unable to reach a majority decision, the grievance may proceed to Step 3.

### **Step 3**

30.24 The Association or the Company shall submit the grievance to the Company's president.

30.25 The grievance shall be submitted, in writing, within six Days of the Grievance Committee's report.

30.26 Within 10 Days of receiving the grievance, the president or designate will investigate the issue filed as a grievance and notify the Association, in writing, of his decision to uphold or deny the grievance.

30.27 If the grievance is not resolved satisfactorily, either party may submit the grievance to arbitration.

### **Grievance Arbitration**

30.28 The Association or the Company shall notify the other party of its desire to proceed to arbitration within six Days of the Step 3 decision. In the notice, the party requesting arbitration shall include the name of its nominee to the arbitration board.

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

30.30 Within seven Days of the appointment of the second nominee, the two nominees will select a chairman of the arbitration board. If such agreement cannot be reached in that time, the nominees will request the Minister of Employment, Immigration and Industry for Alberta to appoint a chairman.

30.31

- (a) Notwithstanding clauses 30.28 to 30.30, the parties may agree to refer a particular grievance to a single-person arbitration board.
- (b) In this case, the parties shall agree on an arbitrator within seven Days of the notice required in clause 30.28. If no agreement has been reached by that time, the parties will request that the Minister of Employment, Immigration and Industry for Alberta appoint an arbitrator.

- (c) A single arbitrator appointed under this clause constitutes the “board” for the purposes of clauses 30.32 to 30.37.
- 30.32 The arbitration board will meet within 21 Days of the chairman's appointment and hear such evidence as the parties may wish to present to assure a full and fair hearing.
- 30.33 The board will make every reasonable effort to render its decision, in writing, within 30 Days of its hearing.
- 30.34 The decision of a majority of the board is the decision of the board. It is final and binding on the parties.
- 30.35 The board's decision shall not alter, amend, add to or change the terms of this collective agreement. It has no jurisdiction to determine any matter other than the grievance before it.
- 30.36 The board's jurisdiction is limited to the remedy requested by the grieving party.
- 30.37 If an arbitration board determines that an employee has been discharged or otherwise disciplined for cause, the board may substitute some other penalty for the discharge or discipline that, to the board, seems just and reasonable in all the circumstances.
- 30.38 The parties will pay the expenses of its respective nominee. The expenses of the chairman shall be shared equally by the parties. Where arbitration is conducted by a single arbitrator, under clause 30.31, the expenses of the arbitrator shall be shared equally by the parties.

**ARTICLE 31.00 POLICY GRIEVANCES**

- 31.01 Either party to this collective agreement may initiate a grievance regarding the interpretation, application, administration or alleged violation of this collective agreement.
- 31.02 A party initiating a policy grievance shall, within 15 Days of the act giving rise to the grievance, give notice to the other party, setting out the
  - (a) nature of the grievance
  - (b) date of occurrence
  - (c) circumstances out of which the grievance arose
  - (d) requested remedy or declaration
  - (e) clauses in issue and
  - (f) signature of an authorized official of the party initiating the grievance.
- 31.03 A grievance under this article, once served on the other party, shall constitute a notice of a request for the establishment of a Grievance Committee and the provisions of clauses 30.08 and clauses 30.17 to 30.37, inclusive, shall apply to the processing of such grievance.

**ARTICLE 32.00 EXCLUDED PERSONNEL**

- 32.01 The Association and the Company agree that it is important to promote the value of working together and teamwork within the workplace.

32.02 The Company will not cause its management or supervisory staff to routinely do work that would otherwise be assigned to members of the Association.

**ARTICLE 33.00 ASSOCIATION DUES**

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

33.02 The Company shall deduct the dues from the employees' pay on a semi-monthly basis and send the money so deducted to the Association within 15 Days.

33.03 The Company shall provide the Association a semi-monthly computer printing that shows the name, classification and amount of dues deducted for every member of the bargaining unit.

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

**ARTICLE 34.00 NOTICES**

34.01 Except where otherwise provided in this collective agreement, any notice required to be given will be in writing.

(a) Notices to the Association will be sent to the attention of the Business Manager of the Association (or delivered to the Association's office).

(b) Notices to the Company will be sent to the attention of the Vice President, Corporate Services and the Station Manager.

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

34.02 A notice shall be deemed to be given on the Day it is delivered or, if sent by mail, five clear Days after mailing, excluding Saturdays, Sundays and holidays.

34.03 In the event of anticipated or existing postal disruption, all notices shall be delivered by hand and not mailed.

**ARTICLE 35.00 EMPLOYEE RELATIONS COUNCIL**

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

35.02 The Council will consider matters that relate to technological change, employee relations and collective agreement issues and will make recommendations to the parties, as appropriate.

35.03 The Council will consist of representatives from the Company and the Association.

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

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

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

**ARTICLE 36.00 LAYOFFS**

36.01

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

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

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

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

**ARTICLE 37.00 REDUCTION OF STAFF**

37.01 When the Company proposes to terminate one or more employees as a result of a decision to reduce the number of Permanent Employees,

- (a) The Company will notify the Association of its intent at least 24 Days prior to the date on which the intention will be announced to the employee.
- (b) The parties will meet as soon as possible after the notice is given and as required thereafter to discuss the Company's decision. In these meetings, the parties will discuss the reasons for and impacts of the termination and, specifically (without restricting the generality of the foregoing), the
  - (i) implementation dates of the termination
  - (ii) number and Job Class of employee who will be affected
  - (iii) anticipated changes to the terms and working conditions of employees affected by the termination and
  - (iv) means by which the termination and related changes will be communicated to employees.

- (c) Prior to terminating an employee, the Company will, wherever possible, provide the employee with an opportunity to be placed in a Job that is vacant and for which the employee has, or can, through training normally provided by the Company, reasonably acquire the skills required for the Job.

37.02

- (a) If the Company needs to reduce the workforce, it will invite employees from the Job Classes being reduced to volunteer for severance.
- (b) The Company will choose the employees to be terminated from the list of volunteers.
- (c) If there are insufficient volunteers to meet the proposed reduction, the Company may select additional employees to be terminated.

#### **ARTICLE 38.00            CONTRACT ARBITRATION**

38.01 When negotiations towards a new collective agreement reach an impasse, either party may give written notice to the other that an interest arbitration board shall be appointed to settle the unresolved issues.

38.02 Within 15 Days of either party giving written notice to the other under clause 38.01, the parties will notify the Minister responsible for the *Labour Relations Code* of their agreement to appoint an interest arbitration board and each party will provide written notice to the other party and the Minister of the name of its nominee.

38.03 Within seven days of their nomination, the two members nominated by the parties will select a third person to be chair of the arbitration board. If the nominees are unable to agree on the selection of a chair, either nominee may notify the Minister and request that he appoint the chair.

38.04 The arbitration board will meet and hear such evidence as the parties may wish to present to assure a full and fair hearing.

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

38.06 In its award, the arbitration board:

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

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

#### **ARTICLE 39.00            SELF-FINANCED LEAVE**

39.01

- (a) An employee may contribute funds to a self-financed leave account.

- (b) An employee may, at any time, withdraw all or a portion of the funds in a self-financed leave account.
- (c) At the end of each year, each employee will be paid any amount that remains accumulated in the employee's self-financed leave account.
- (d) The existence of a self-financed leave account or the amount of money in the fund provides no guarantee that a supervisor will grant time off without pay under clause 15.06.

**ARTICLE 40.00            DISCIPLINE**

- 40.01 The parties agree that an employee should not be subject to serious disciplinary action, such as suspension without pay or termination, until a thorough investigation of the alleged incident has been held and the employee's responsibility is established.
- 40.02 The investigation will gather and document relevant facts about the incident and will provide an opportunity for the employee involved to explain his actions.
- 40.03 The employee involved will be informed that an investigation is being undertaken, unless the Company reasonably believes that informing the employee would negatively affect the investigation.
- 40.04 At the conclusion of the investigation, the Company will inform the employee and the Association of the results of the investigation and the action the Company is taking.
- 40.05 An employee may be accompanied and/or represented by an Association representative at any stage of this process.
- 40.06 Discipline imposed under this article may be the subject of a grievance under the grievance procedure established in this collective agreement.
- 40.07 Any formal disciplinary action will be administered by management. This does not prevent an employee covered by this collective agreement from exercising the normal responsibilities associated with a lead hand or acting supervisory role.

**ARTICLE 41.00            TICKET BONUS**

- 41.01
  - (a) Those employees who, on December 31, 1998, were being paid a ticket bonus under provisions of the 1997-1998 collective agreement will continue to be paid the ticket bonus.
  - (b) An employee's entitlement to a ticket bonus under paragraph (a) ends when the employee
    - (i) leaves the employ of the Company
    - (ii) moves from the Job the employee was in on December 31, 1998 to a Job where a ticket bonus was not payable as of that date
    - (iii) ceases to hold a valid ticket or
    - (iv) if a steam plant operator, progresses or is promoted to a position where a ticket bonus would not have been payable on December 31, 1998.

- (c) Where an employee was receiving two ticket bonus payments on December 31, 1998, each ticket will be dealt with separately for the purpose of determining continued eligibility under paragraph (b).

**ARTICLE 42.00 WAIVER OF SPECIFIC CLAUSES**

42.01

- (a) The Company may, from time to time, ask the Association to waive one or more provisions of this collective agreement in a particular set of circumstances for the purpose of managing the Company's business.
- (b) The Association may, from time to time, ask the Company to waive one or more provisions of this collective agreement in a particular set of circumstances for the benefit of a member or the membership.

42.02 Upon receiving such a request, in writing, the Association or the Company shall review it, along with any documentation provided, and shall respond as soon as practical under the circumstances.

42.03 Any waiver by the Association or the Company, pursuant to this article, applies only to the specific request made. Should a further waiver of the same clause be required on a subsequent occasion, the procedure outlined in clauses 42.01 and 42.02 shall apply.

42.04 Any waiver agreed to by both the Association and the Company is enforceable. If a waiver does not have the approval of both parties, the terms and conditions of this collective agreement apply.

**ARTICLE 43.00 CONTRACTING OUT**

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

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

**ARTICLE 44.00 SAFETY BOOTS**

44.01 An employee will be reimbursed for 75 percent of the cost of new boots, once per year, based on presentation of the receipt. To qualify for reimbursement, the boots must meet CSA standard Z195M92 or ANSI 241.4.

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



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CEWA Business Manager



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President & CEO  
Maxim Power Corp.



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CEWA Bargaining Team  
Member



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Vice President, Corporate Services  
Maxim Power Corp.



**MILNER POWER INC.**  
**SCHEDULE 30 for 2013**  
**Table I Office Jobs (7.5 Hours)**  
**Minimum Monthly (Hourly) Wage Ranges for 2013 – 3.0% Increase**

Job Group		Wage Range	
<u>Code</u>	<u>Job Title</u>	Effective	<u>Increment</u>
		<b><u>Jan. 1, 2013</u></b>	
300300	Clerk III	4114-4881 (25.24-29.95)	256 (1.57)
300400	Clerk IV	4399-5422 (26.99-33.26)	256 (1.57)
300500	Clerk V	4908-5931 (30.11-36.38)	256 (1.57)
300600	Clerk VI	5385-6453 (33.04-39.58)	267 (1.64)

**MILNER POWER INC.**  
**SCHEDULE 32 for 2013**  
**Table I Office Jobs (8 Hours)**  
**Minimum Monthly (Hourly) Wage Ranges for 2013 – 3.0% Increase**

Job Group		Wage Range	
<u>Code</u>	<u>Job Title</u>	<u>Effective</u>	<u>Increment</u>
		<b>Jan. 1, 2013</b>	
320000	Student	Shall be paid the going hourly rate	
320100	Clerk I	3108-3875 (17.87-22.27)	*256 (1.46)
320200	Clerk II	3296-4375 (18.96-25.14)	269 (1.55)
320300	Clerk III	4392-5213 (25.24-29.95)	274 (1.57)
320400	Clerk IV	4696-5791 (26.99-33.26)	274 (1.57)
320500	Clerk V	5240-6333 (30.11-36.38)	274 (1.69)
320600	Clerk VI	5752-6888 (33.04-39.58)	284 (1.63)

**MILNER POWER INC.**  
**SCHEDULE 32 (continued)**  
**Table I Office Jobs (8 Hours)**  
**Minimum Monthly (Hourly) Wage Ranges for 2013 – 3.0% Increase**

Job Group		Wage Range	
<u>Code</u>	<u>Job Title</u>	Effective	
		<b><u>Jan. 1, 2013</u></b>	<u>Increment</u>
320110	Purchasing Assistant	5071-6124 (29.16-35.20)	264 (1.52)
320310	Purchasing Coordinator	6253-7826 (35.93-44.98)	314 (1.81)
320510	Draftsman Trainee	4167-4760 (23.94-27.36)	198 (1.14)
320511/ 320611	Draftsman I/ Engineering Assistant I	4438-5671 (25.49-32.58)	*247 (1.41)
320512/ 320612	Draftsman II/ Engineering Assistant II	5931-7014 (34.09-40.31)	*271 (1.55)
320513/ 320613	Draftsman III/ Engineering Assistant III	6723-7997 (38.63-45.93)	319 (1.83)

**MILNER POWER INC.  
 SCHEDULE 34 for 2013  
 TABLE II Apprenticeship Jobs  
 Minimum Monthly (Hourly) Wage Ranges for 2013**

Job Group Codes	Apprentice Journeyman Ticket Title	Training Term/Wage Range Effective January 1, 2013 – 3.0% Increase									
		1.1	1.2	2.1	2.2	3.1	3.2	4.1	4.2	Journeyman	
341010- 341019	Electrician	4639 (26.68)	5027 (28.88)	5412 (31.10)	5801 (33.34)	6184 (35.55)	6571 (37.77)	6959 (39.99)	7347 (42.22)	7733 (44.44)	
341020- 341029	Instrument Mechanic	4639 (26.68)	5027 (28.88)	5412 (31.10)	5801 (33.34)	6184 (35.55)	6571 (37.77)	6959 (39.99)	7347 (42.22)	7733 (44.44)	
341030- 341039	Machinist	4639 (26.68)	5027 (28.88)	5412 (31.10)	5801 (33.34)	6184 (35.55)	6571 (37.77)	6959 (39.99)	7347 (42.22)	7733 (44.44)	
341040- 341049	Millwright	4639 (26.68)	5027 (28.88)	5412 (31.10)	5801 (33.34)	6184 (35.55)	6571 (37.77)	6959 (39.99)	7347 (42.22)	7733 (44.44)	
341050- 341059	Welder**	5027 (28.88)	5412 (31.10)	5801 (33.34)	6571 (37.77)	6959 (39.99)	7347 (42.22)			7733 (44.44)	

(\*\* 3 year Apprenticeship Program)

**MILNER POWER INC.**  
**SCHEDULE 36 for 2013**  
**TABLE II Non-office Appendix B Jobs**  
**Minimum Monthly (Hourly) Wage Ranges for 2013 – 3.0% Increase**

Job Group Code	Job Title	Wage Range	
		Effective Jan. 1, 2013	Increment
360100	Assistant Steam Plant Operator	3435-5104 (19.75-29.34)	*417 (2.40)
360300	Steam Plant Operator I	4330-6024 (24.89-34.62)	*424 (2.43)
360400	Steam Plant Operator II	6020-7396 (34.59-42.50)	*459 (2.63)
	<u>Steam Plant Operator III</u>		
360500	Entry Level	7849 (45.12)	
360510	Qualified Level	8210 (47.19)	
	<u>Steam Plant Operator IV</u>		
360600	Entry Level	8793 (50.53)	
360610	Qualified Level	9102 (52.31)	
362100	Steam Plant Helper	3364-5189 (19.33-29.82)	*261 (1.50)

**MILNER POWER INC.**  
**SCHEDULE 36 (continued)**  
**TABLE II Non-office Appendix B Jobs**  
**Minimum Monthly (Hourly) Wage Ranges for 2013 – 3.0% Increase**

Job Group <u>Code</u>	<u>Job Title</u>	Wage Range Effective <b><u>Jan. 1, 2013</u></b>	<u>Increment</u>
363100	Plant Utility Man I	3360-5454 (19.31-31.34)	*418 (2.40)
363300	Plant Utility Man II	5452-6709 (31.34-38.55)	*418 (2.40)
363500	Lead Utility Man	7044 (40.49)	

**MILNER POWER INC.**  
**SCHEDULE 37 for 2013**  
**TABLE II Non-office Non-Shift Jobs**  
**Minimum Monthly (Hourly) Wage Ranges for 2013 – 3.0% Increase**

<u>Job Group Code</u>	<u>Job Title</u>	<u>Wage Range Effective Jan. 1, 2013</u>	<u>Increment</u>
370000	Labourer	Shall be paid the going hourly rate	
370010	Student		
370100	Warehouseman	3762-5165 (21.61-29.69)	*200 (1.15)
370300	Senior Warehouseman	4967-5768 (28.55-33.15)	*200 (1.15)
370500	Stockkeeper	5762-7035 (33.11-40.43)	254 (1.46)
370600	Materials Management Coordinator	6249-7507 (35.91-43.15)	252 (1.45)
370601	Materials Management Coordinator (Flat Rate)	7822 (44.96)	
370700	Janitor	2754-3352 (15.83-19.26)	199 (1.14)

**MILNER POWER INC.**  
**SCHEDULE 37 (continued)**  
**TABLE II Non-office, Non-shift Jobs**  
**Minimum Monthly (Hourly) Wage Ranges for 2013 – 3.0% Increase**

Job Group Code	Job Title	Wage Range Effective <b>Jan. 1, 2013</b>	Increment
374200	Station Inspector	7210-8622 (41.44-49.55)	**353 (2.03)
374201	Station Inspector (Flat Rate)	9051 (52.02)	
376050	Plant Maintenance Worker	3292-5386 (18.92-30.95)	*418 (2.40)
376500	Plant Maintenance Man III	7302-7733 (41.96-44.44)	*431 (2.47)
376501	Plant Maintenance Man III (Flat Rate)	8210 (47.19)	
376700	Lead Maintenance Man (Includes: Electrical, Instrumentation, Mechanical)	8620 (49.54)	
376701	Planner and/or Scheduler	8620 49.54	
377000	Entrance Attendant	3108-3875 (17.87-22.27)	*256 (1.46)
377500	Lead Site Services Worker	7242 (41.62)	



**MILNER POWER INC.**  
**SCHEDULE 38 for 2013**  
**TABLE II Technical Non-office, Non-shift Jobs**  
**Minimum Monthly (Hourly) Wage Ranges for 2013 – 3.0% Increase**

Job Group	<u>Job Title</u>	Wage Range	
		Effective <u>Jan. 1, 2013</u>	<u>Increment</u>
380100	Electrical/Instrumentation Technologist, Entry	5085-6687 (29.23-38.43)	*401 (2.30)
380200	Electrical/Instrumentation Technologist, Qualified	6271-7871 (36.03-45.25)	*401 (2.30)
380300	Electrical/Instrumentation Technologist, Qualified (flat rate)	8272 (47.55)	
382100	Technical Resources Technologist, Entry	4266-6267 (24.51-36.02)	*401 (2.30)
382200	Technical Resources Technologist, Qualified	5871-7871 (33.74-45.25)	*401 (2.30)
382300	Technical Resources Technologist, Qualified (flat rate)	8272 (47.55)	
383100	Mechanical Technologist, Entry	4266-6267 (24.51-36.02)	*401 (2.30)
383200	Mechanical Technologist, Qualified	5871-7871 (33.74-45.25)	*401 (2.30)
383300	Mechanical Technologist, Qualified (flat rate)	8272 (47.55)	

**MILNER POWER INC.**  
**SCHEDULE 38 (Continued)**  
**TABLE II Technical Non-office, Non-shift Jobs**  
**Minimum Monthly (Hourly) Wage Ranges for 2013 – 3.0% Increase**

Job Group Code	Job Title	Wage Range	
		Effective <u>Jan. 1, 2013</u>	<u>Increment</u>
384100	Planner and/or Scheduler Technologist	8685 (49.92)	
385100	Chemical Technologist, Entry	4262-6178 (24.50-35.52)	*383 (2.20)
385200	Chemical Technologist, Qualified	5570-6810 (32.00-39.13)	*413 (2.38)
385201	Chemical Technologist, Qualified (Flat Rate)	7255 (41.69)	
386100	Health Safety and Environment Assistant, Entry	4266-6267 (24.51-36.02)	*401 (2.30)
386200	Health Safety and Environment Assistant, Qualified	5871-7871 (33.74-45.25)	*401 (2.30)
386300	Health Safety and Environment Assistant Qualified (Flat Rate)	8272 (47.55)	

**MILNER POWER INC.**  
**SCHEDULE 30 for 2014**  
**Table I Office Jobs (7.5 Hours)**  
**Minimum Monthly (Hourly) Wage Ranges for 2014 – 3.50% Increase**

Job Group Code	Job Title	Wage Range	
		Effective <u>Jan. 1, 2014</u>	<u>Increment</u>
300300	Clerk III	4258-5052 (26.13-31.00)	265 (1.63)
300400	Clerk IV	4553-5612 (27.93-34.43)	265 (1.63)

300500	Clerk V	5080-6138 (31.16-37.66)	265 (1.63)
300600	Clerk VI	5573-6679 (34.19-40.97)	276 (1.70)

**MILNER POWER INC.  
SCHEDULE 32 for 2014  
Table I Office Jobs (8 Hours)  
Minimum Monthly (Hourly) Wage Ranges for 2014 – 3.50% Increase**

Job Group Code	Job Title	Wage Range Effective <b>Jan. 1, 2014</b>	Increment
320000	Student	Shall be paid the going hourly rate	
320100	Clerk I	3217-4010 (18.49-23.05)	*265 (1.51)
320200	Clerk II	3411-4528 (19.62-26.02)	279 (1.60)
320300	Clerk III	4545-5395 (26.13-31.00)	283 (1.63)
320400	Clerk IV	4860-5993 (27.93-34.43)	283 (1.63)
320500	Clerk V	5423-6555 (31.16-37.66)	283 (1.74)
320600	Clerk VI	5953-7129 (34.19-40.97)	294 (1.69)

**MILNER POWER INC.  
SCHEDULE 32 (continued)  
Table I Office Jobs (8 Hours)**

**Minimum Monthly (Hourly) Wage Ranges for 2014 – 3.50% Increase**

Job Group <u>Code</u>	<u>Job Title</u>	Wage Range Effective <u>Jan. 1, 2014</u>	<u>Increment</u>
320110	Purchasing Assistant	5249-6339 (30.18-36.43)	273 (1.57)
320310	Purchasing Coordinator	6472-8100 (37.19-46.55)	325 (1.87)
320510	Draftsman Trainee	4312-4927 (24.78-28.32)	205 (1.18)
320511/ 320611	Draftsman I/ Engineering Assistant I	4593-5869 (26.38-33.72)	*255 (1.46)
320512/ 320612	Draftsman II/ Engineering Assistant II	6138-7260 (35.28-41.72)	*281 (1.60)
320513/ 320613	Draftsman III/ Engineering Assistant III	6958-8277 (39.99-47.54)	330 (1.90)

**MILNER POWER INC.  
 SCHEDULE 34 for 2014  
 TABLE II Apprenticeship Jobs  
 Minimum Monthly (Hourly) Wage Ranges for 2014**

Job Group Codes	Apprentice Journeyman Ticket Title	Training Term/Wage Range Effective January 1, 2014 – 3.50% Increase									
		1.1	1.2	2.1	2.2	3.1	3.2	4.1	4.2	Journeyman	
341010- 341019	Electrician	4801 (27.61)	5202 (29.89)	5602 (32.19)	6004 (34.51)	6401 (36.80)	6801 (39.09)	7203 (41.39)	7604 (43.69)	8003 (46.00)	
341020- 341029	Instrument Mechanic	4801 (27.61)	5202 (29.89)	5602 (32.19)	6004 (34.51)	6401 (36.80)	6801 (39.09)	7203 (41.39)	7604 (43.69)	8003 (46.00)	
341030- 341039	Machinist	4801 (27.61)	5202 (29.89)	5602 (32.19)	6004 (34.51)	6401 (36.80)	6801 (39.09)	7203 (41.39)	7604 (43.69)	8003 (46.00)	
341040- 341049	Millwright	4801 (27.61)	5202 (29.89)	5602 (32.19)	6004 (34.51)	6401 (36.80)	6801 (39.09)	7203 (41.39)	7604 (43.69)	8003 (46.00)	
341050- 341059	Welder**	5202 (29.89)	5602 (32.19)	6004 (34.51)	6801 (39.09)	7203 (41.39)	7604 (43.69)			8003 (46.00)	

(\*\* 3 year Apprenticeship Program)

**MILNER POWER INC.**  
**SCHEDULE 36 for 2014**  
**TABLE II Non-office Appendix B Jobs**  
**Minimum Monthly (Hourly) Wage Ranges for 2014 – 3.50% Increase**

Job Group Code	Job Title	Wage Range	
		Effective Jan. 1, 2014	Increment
360100	Assistant Steam Plant Operator	3555-5283 (20.44-30.36)	*432 (2.48)
360300	Steam Plant Operator I	4482-6235 (25.76-35.83)	*438 (2.52)
360400	Steam Plant Operator II	6230-7655 (35.80-43.98)	*475 (2.72)
	<u>Steam Plant Operator III</u>		
360500	Entry Level	8124 (46.70)	
360510	Qualified Level	8498 (48.84)	
	<u>Steam Plant Operator IV</u>		
360600	Entry Level	9101 (52.30)	
360610	Qualified Level	9421 (54.14)	
362100	Steam Plant Helper	3481-5371 (20.00-30.87)	*270 (1.56)

**MILNER POWER INC.**  
**SCHEDULE 36 (continued)**  
**TABLE II Non-office Appendix B Jobs**  
**Minimum Monthly (Hourly) Wage Ranges for 2014 – 3.50% Increase**

Job Group		Wage Range	
<u>Code</u>	<u>Job Title</u>	<u>Effective</u>	<u>Increment</u>
		<b><u>Jan. 1, 2014</u></b>	
363100	Plant Utility Man I	3478-5644 (19.98-32.44)	*433 (2.48)
363300	Plant Utility Man II	5643-6944 (32.44-39.90)	*433 (2.48)
363500	Lead Utility Man	7290 (41.91)	



**MILNER POWER INC.**  
**SCHEDULE 37 for 2014**  
**TABLE II Non-office Non-Shift Jobs**  
**Minimum Monthly (Hourly) Wage Ranges for 2014 – 3.50% Increase**

<u>Job Group Code</u>	<u>Job Title</u>	<u>Wage Range Effective Jan. 1, 2014</u>	<u>Increment</u>
370000	Labourer	Shall be paid the going hourly rate	
370010	Student		
370100	Warehouseman	3893-5346 (22.37-30.73)	*207 (1.19)
370300	Senior Warehouseman	5141-5970 (29.54-34.31)	*207 (1.19)
370500	Stockkeeper	5963-7281 (34.27-41.84)	263 (1.51)
370600	Materials Management Coordinator	6467-7770 (37.17-44.66)	261 (1.50)
370601	Materials Management Coordinator (Flat Rate)	8096 (46.53)	
370700	Janitor	2851-3469 (16.39-19.94)	206 (1.18)

MILNER POWER INC.

**SCHEDULE 37 (continued)**  
**TABLE II Non-office, Non-shift Jobs**  
**Minimum Monthly (Hourly) Wage Ranges for 2014 – 3.50% Increase**

Job Group Code	Job Title	Wage Range Effective <u>Jan. 1, 2014</u>	<u>Increment</u>
374200	Station Inspector	7462-8924 (42.89-51.29)	**366 (2.10)
374201	Station Inspector (Flat Rate)	9367 (53.84)	
376050	Plant Maintenance Worker	3407-5574 (19.58-32.04)	*433 (2.48)
376500	Plant Maintenance Man III	7557-8003 (43.43-46.00)	*446 (2.56)
376501	Plant Maintenance Man III (Flat Rate)	8498 (48.84)	
376700	Lead Maintenance Man (Includes: Electrical, Instrumentation, Mechanical)	8922 (51.28)	
376701	Planner and/or Scheduler	8922 (51.28)	
377000	Entrance Attendant	3217-4010 (18.49-23.05)	*265 (1.51)
377500	Lead Site Services Worker	7495 (43.08)	

**MILNER POWER INC.**  
**SCHEDULE 38 for 2014**  
**TABLE II Technical Non-office, Non-shift Jobs**  
**Minimum Monthly (Hourly) Wage Ranges for 2014 – 3.50% Increase**

Job Group	<u>Job Title</u>	Wage Range	
		Effective <u>Jan. 1, 2014</u>	Increment
380100	Electrical/Instrumentation	5263-6921	*415
	Technologist, Entry	(30.25-39.78)	(2.38)
380200	Electrical/Instrumentation	6491-8147	*415
	Technologist, Qualified	(37.29-46.84)	(2.38)
380300	Electrical/Instrumentation	8562	
	Technologist, Qualified (flat rate)	(49.21)	
382100	Technical Resources	4415-6486	*415
	Technologist, Entry	(25.37-37.28)	(2.38)
382200	Technical Resources	6076-8147	*415
	Technologist, Qualified	(34.92-46.84)	(2.38)
382300	Technical Resources	8562	
	Technologist, Qualified (flat rate)	(49.21)	
383100	Mechanical Technologist, Entry	4415-6486	*415
		(25.37-37.28)	(2.38)
383200	Mechanical Technologist,	6076-8147	*415
	Qualified	(34.92-46.84)	(2.38)
383300	Mechanical Technologist,	8562	
	Qualified (flat rate)	(49.21)	

**MILNER POWER INC.**  
**SCHEDULE 38 (Continued)**  
**TABLE II Technical Non-office, Non-shift Jobs**  
**Minimum Monthly (Hourly) Wage Ranges for 2014 – 3.50% Increase**

Job Group <u>Code</u>	<u>Job Title</u>	Wage Range	
		Effective <u>Jan. 1, 2014</u>	<u>Increment</u>
384100	Planner and/or Scheduler Technologist	8989 (51.67)	
385100	Chemical Technologist, Entry	4411-6394 (25.35-36.76)	*397 (2.28)
385200	Chemical Technologist, Qualified	5765-7048 (33.12-40.50)	*428 (2.46)
385201	Chemical Technologist, Qualified (Flat Rate)	7509 (43.15)	
386100	Health Safety and Environment Assistant, Entry	4415-6486 (25.37-37.28)	*415 (2.38)
386200	Health Safety and Environment Assistant, Qualified	6076-8147 (34.92-46.84)	*415 (2.38)
386300	Health Safety and Environment Assistant Qualified (Flat Rate)	8562 (49.21)	

**MILNER POWER INC.**  
**SCHEDULE 30 for 2015**  
**Table I Office Jobs (7.5 Hours)**  
**Minimum Monthly (Hourly) Wage Ranges for 2015 – 3.75% Increase**

Job Group <u>Code</u>	<u>Job Title</u>	Wage Range	
		Effective <u>Jan. 1, 2015</u>	<u>Increment</u>
300300	Clerk III	4418-5242 (27.11-32.16)	274 (1.69)
300400	Clerk IV	4724-5822 (28.98-35.72)	274 (1.69)
300500	Clerk V	5271-6369	274

		(32.33-39.07)	(1.69)
300600	Clerk VI	5782-6930	287
		(35.47-42.51)	(1.76)

**MILNER POWER INC.**  
**SCHEDULE 32 for 2015**  
**Table I Office Jobs (8 Hours)**  
**Minimum Monthly (Hourly) Wage Ranges for 2015 – 3.75% Increase**

Job Group <u>Code</u>	<u>Job Title</u>	Wage Range Effective <b><u>Jan. 1, 2015</u></b>	<u>Increment</u>
320000	Student	Shall be paid the going hourly rate	
320100	Clerk I	3337-4161 (19.19-23.91)	*274 (1.57)
320200	Clerk II	3539-4698 (20.35-27.00)	289 (1.66)
320300	Clerk III	4716-5597 (27.11-32.16)	294 (1.69)
320400	Clerk IV	5042-6218 (28.98-35.72)	294 (1.69)
320500	Clerk V	5627-6801 (32.33-39.07)	294 (1.81)
320600	Clerk VI	6177-7396 (35.47-42.51)	305 (1.75)

**MILNER POWER INC.**  
**SCHEDULE 32 (continued)**  
**Table I Office Jobs (8 Hours)**  
**Minimum Monthly (Hourly) Wage Ranges for 2015 – 3.75% Increase**

Job Group <u>Code</u>	<u>Job Title</u>	Wage Range	
		Effective <b><u>Jan. 1, 2015</u></b>	<u>Increment</u>
320110	Purchasing Assistant	5446-6576 (31.31-37.79)	283 (1.63)
320310	Purchasing Coordinator	6715-8404 (38.58-48.30)	338 (1.94)
320510	Draftsman Trainee	4474-5112 (25.71-29.38)	213 (1.23)
320511/ 320611	Draftsman I/ Engineering Assistant I	4766-6089 (27.37-34.99)	*265 (1.52)
320512/ 320612	Draftsman II/ Engineering Assistant II	6369-7532 (36.60-43.28)	*291 (1.66)
320513/ 320613	Draftsman III/ Engineering Assistant III	7219-8587 (41.49-49.32)	342 (1.97)

**MILNER POWER INC.  
 SCHEDULE 34 for 2015  
 TABLE II Apprenticeship Jobs  
 Minimum Monthly (Hourly) Wage Ranges for 2015**

Job Group Codes	Apprentice Journeyman Ticket Title	Training Term/Wage Range Effective January 1, 2015 – 3.75% Increase									
		1.1	1.2	2.1	2.2	3.1	3.2	4.1	4.2	Journeyman	
341010- 341019	Electrician	4981 (28.65)	5398 (31.01)	5812 (33.40)	6229 (35.80)	6641 (38.18)	7056 (40.55)	7473 (42.94)	7889 (45.33)	8303 (47.72)	
341020- 341029	Instrument Mechanic	4981 (28.65)	5398 (31.01)	5812 (33.40)	6229 (35.80)	6641 (38.18)	7056 (40.55)	7473 (42.94)	7889 (45.33)	8303 (47.72)	
341030- 341039	Machinist	4981 (28.65)	5398 (31.01)	5812 (33.40)	6229 (35.80)	6641 (38.18)	7056 (40.55)	7473 (42.94)	7889 (45.33)	8303 (47.72)	
341040- 341049	Millwright	4981 (28.65)	5398 (31.01)	5812 (33.40)	6229 (35.80)	6641 (38.18)	7056 (40.55)	7473 (42.94)	7889 (45.33)	8303 (47.72)	
341050- 341059	Welder**	5398 (31.01)	5812 (33.40)	6229 (35.80)	7056 (40.55)	7473 (42.94)	7889 (45.33)			8303 (47.72)	

(\*\* 3 year Apprenticeship Program)



**MILNER POWER INC.  
SCHEDULE 36 for 2015  
TABLE II Non-office Appendix B Jobs  
Minimum Monthly (Hourly) Wage Ranges for 2015 – 3.75% Increase**

Job Group Code	<u>Job Title</u>	Wage Range Effective Jan. 1, 2015	<u>Increment</u>
360100	Assistant Steam Plant Operator	3688-5481 (21.20-31.50)	*448 (2.57)
360300	Steam Plant Operator I	4650-6469 (26.72-37.18)	*455 (2.61)
360400	Steam Plant Operator II	6464-7942 (37.14-45.63)	*493 (2.82)
	<u>Steam Plant Operator III</u>		
360500	Entry Level	8428 (48.45)	
360510	Qualified Level	8816 (50.67)	
	<u>Steam Plant Operator IV</u>		
360600	Entry Level	9442 (54.26)	
360610	Qualified Level	9774 (56.17)	
362100	Steam Plant Helper	3612-5572 (20.75-32.03)	*281 (1.62)

**MILNER POWER INC.**  
**SCHEDULE 36 (continued)**  
**TABLE II Non-office Appendix B Jobs**  
**Minimum Monthly (Hourly) Wage Ranges for 2015 – 3.75% Increase**

Job Group <u>Code</u>	<u>Job Title</u>	Wage Range Effective <b><u>Jan. 1, 2015</u></b>	<u>Increment</u>
363100	Plant Utility Man I	3608-5856 (20.73-33.65)	*449 (2.57)
363300	Plant Utility Man II	5855-7204 (33.65-41.40)	*449 (2.57)
363500	Lead Utility Man	7564 (43.48)	

**MILNER POWER INC.**  
**SCHEDULE 37 for 2015**  
**TABLE II Non-office Non-Shift Jobs**  
**Minimum Monthly (Hourly) Wage Ranges for 2015 – 3.75% Increase**

<u>Job Group Code</u>	<u>Job Title</u>	<u>Wage Range Effective Jan. 1, 2015</u>	<u>Increment</u>
370000	Labourer	Shall be paid the going hourly rate	
370010	Student		
370100	Warehouseman	4039-5546 (23.21-31.88)	*215 (1.24)
370300	Senior Warehouseman	5334-6194 (30.65-35.60)	*215 (1.24)
370500	Stockkeeper	6187-7554 (35.56-43.41)	273 (1.57)
370600	Materials Management Coordinator	6710-8062 (38.56-46.33)	271 (1.55)
370601	Materials Management Coordinator (Flat Rate)	8399 (48.27)	
370700	Janitor	2958-3599 (17.00-20.68)	213 (1.23)

**MILNER POWER INC.**  
**SCHEDULE 37 (continued)**  
**TABLE II Non-office, Non-shift Jobs**  
**Minimum Monthly (Hourly) Wage Ranges for 2015 – 3.75% Increase**

<u>Job Group Code</u>	<u>Job Title</u>	Wage Range Effective <u>Jan. 1, 2015</u>	<u>Increment</u>
374200	Station Inspector	7742-9259 (44.50-53.21)	**379 (2.18)
374201	Station Inspector (Flat Rate)	9719 (55.85)	
376050	Plant Maintenance Worker	3535-5783 (20.32-33.24)	*449 (2.57)
376500	Plant Maintenance Man III	7841-8303 (45.06-47.72)	*463 (2.65)
376501	Plant Maintenance Man III (Flat Rate)	8816 (50.67)	
376700	Lead Maintenance Man (Includes: Electrical, Instrumentation, Mechanical)	9256 (53.20)	
376701	Planner and/or Scheduler	9256 (53.20)	
377000	Entrance Attendant	3337-4161 (19.19-23.91)	*274 (1.57)
377500	Lead Site Services Worker	7776 (44.69)	

**MILNER POWER INC.**  
**SCHEDULE 38 for 2015**  
**TABLE II Technical Non-office, Non-shift Jobs**  
**Minimum Monthly (Hourly) Wage Ranges for 2015 – 3.75% Increase**

Job Group	<u>Job Title</u>	Wage Range	
		Effective <u>Jan. 1, 2015</u>	<u>Increment</u>
380100	Electrical/Instrumentation	5461-7180	*430
	Technologist, Entry	(31.38-41.27)	(2.47)
380200	Electrical/Instrumentation	6734-8452	*430
	Technologist, Qualified	(38.60-48.47)	(2.47)
380300	Electrical/Instrumentation	8883	
	Technologist, Qualified (flat rate)	(51.06)	
382100	Technical Resources	4581-6729	*430
	Technologist, Entry	(26.32-38.68)	(2.47)
382200	Technical Resources	6304-8452	*430
	Technologist, Qualified	(36.23-48.59)	(2.47)
382300	Technical Resources	8883	
	Technologist, Qualified (flat rate)	(51.06)	
383100	Mechanical Technologist, Entry	4581-6729	*430
		(26.32-38.68)	(2.47)
383200	Mechanical Technologist,	6304-8452	*430
	Qualified	(36.23-48.59)	(2.47)
383300	Mechanical Technologist,	8883	
	Qualified (flat rate)	(51.06)	

**MILNER POWER INC.**  
**SCHEDULE 38 (Continued)**  
**TABLE II Technical Non-office, Non-shift Jobs**  
**Minimum Monthly (Hourly) Wage Ranges for 2015 – 3.75% Increase**

Job Group Code	Job Title	Wage Range Effective	
		<b>Jan. 1, 2015</b>	Increment
384100	Planner and/or Scheduler Technologist	9326 (53.61)	
385100	Chemical Technologist, Entry	4577-6634 (26.31-38.14)	*412 (2.37)
385200	Chemical Technologist, Qualified	5981-7312 (34.37-42.02)	*444 (2.55)
385201	Chemical Technologist, Qualified (Flat Rate)	7790 (44.77)	
386100	Health Safety and Environment Assistant, Entry	4581-6729 (26.32-38.68)	*430 (2.47)
386200	Health Safety and Environment Assistant, Qualified	6304-8452 (36.23-48.60)	*430 (2.47)
386300	Health Safety and Environment Assistant Qualified (Flat Rate)	8883 (51.06)	

**MILNER POWER INC.**  
**SCHEDULE 30 for 2016**  
**Table I Office Jobs (7.5 Hours)**  
**Minimum Monthly (Hourly) Wage Ranges for 2016 – 4.00% Increase**

Job Group		Wage Range	
<u>Code</u>	<u>Job Title</u>	Effective	<u>Increment</u>
		<b><u>Jan. 1, 2016</u></b>	
300300	Clerk III	4595-5451 (28.19-33.45)	285 (1.76)
300400	Clerk IV	4913-6055 (30.14-37.15)	285 (1.76)
300500	Clerk V	5482-6623 (33.62-40.63)	285 (1.76)
300600	Clerk VI	6013-7207 (36.89-44.21)	298 (1.83)

**MILNER POWER INC.**  
**SCHEDULE 32 for 2016**  
**Table I Office Jobs (8 Hours)**  
**Minimum Monthly (Hourly) Wage Ranges for 2016 – 4.00% Increase**

Job Group		Wage Range	
<u>Code</u>	<u>Job Title</u>	Effective	<u>Increment</u>
		<b><u>Jan. 1, 2016</u></b>	
320000	Student	Shall be paid the going hourly rate	
320100	Clerk I	3471-4327 (19.96-24.87)	*285 (1.63)
320200	Clerk II	3680-4885 (21.17-28.08)	301 (1.73)
320300	Clerk III	4904-5821 (28.19-33.45)	306 (1.76)
320400	Clerk IV	5244-6467 (30.14-37.15)	306 (1.76)
320500	Clerk V	5852-7073 (33.62-40.63)	306 (1.88)
320600	Clerk VI	6424-7692 (36.89-44.21)	317 (1.82)



**MILNER POWER INC.**  
**SCHEDULE 32 (continued)**  
**Table I Office Jobs (8 Hours)**  
**Minimum Monthly (Hourly) Wage Ranges for 2016 – 4.00% Increase**

Job Group <u>Code</u>	<u>Job Title</u>	Wage Range Effective <b><u>Jan. 1, 2016</u></b>	<u>Increment</u>
320110	Purchasing Assistant	5663-6839 (32.56-39.31)	294 (1.69)
320310	Purchasing Coordinator	6983-8740 (40.13-50.23)	351 (2.02)
320510	Draftsman Trainee	4653-5316 (26.74-30.55)	221 (1.28)
320511/ 320611	Draftsman I/ Engineering Assistant I	4956-6333 (28.47-36.39)	*275 (1.58)
320512/ 320612	Draftsman II/ Engineering Assistant II	6623-7833 (38.07-45.01)	*303 (1.73)
320513/ 320613	Draftsman III/ Engineering Assistant III	7507-8931 (43.15-51.29)	356 (2.05)

**MILNER POWER INC.  
 SCHEDULE 34 for 2016  
 TABLE II Apprenticeship Jobs  
 Minimum Monthly (Hourly) Wage Ranges for 2016**

Job Group Codes	Apprentice Journeyman Ticket Title	Training Term/Wage Range Effective January 1, 2016 – 4.00% Increase									
		1.1	1.2	2.1	2.2	3.1	3.2	4.1	4.2	Journeyman	
341010- 341019	Electrician	5180 (29.79)	5613 (32.25)	6044 (34.73)	6479 (37.23)	6907 (39.70)	7338 (42.18)	7772 (44.66)	8205 (47.15)	8636 (49.63)	
341020- 341029	Instrument Mechanic	5180 (29.79)	5613 (32.25)	6044 (34.73)	6479 (37.23)	6907 (39.70)	7338 (42.18)	7772 (44.66)	8205 (47.15)	8636 (49.63)	
341030- 341039	Machinist	5180 (29.79)	5613 (32.25)	6044 (34.73)	6479 (37.23)	6907 (39.70)	7338 (42.18)	7772 (44.66)	8205 (47.15)	8636 (49.63)	
341040- 341049	Millwright	5180 (29.79)	5613 (32.25)	6044 (34.73)	6479 (37.23)	6907 (39.70)	7338 (42.18)	7772 (44.66)	8205 (47.15)	8636 (49.63)	
341050- 341059	Welder**	5613 (32.25)	6044 (34.73)	6479 (37.23)	7338 (42.18)	7772 (44.66)	8205 (47.15)			8636 (49.63)	

(\*\* 3 year Apprenticeship Program)

**MILNER POWER INC.**  
**SCHEDULE 36 for 2016**  
**TABLE II Non-office Appendix B Jobs**  
**Minimum Monthly (Hourly) Wage Ranges for 2016 – 4.00% Increase**

Job Group Code	<u>Job Title</u>	Wage Range	
		Effective Jan. 1, 2016	<u>Increment</u>
360100	Assistant Steam Plant Operator	3836-5700 (22.05-32.76)	*466 (2.68)
360300	Steam Plant Operator I	4836-6728 (27.79-38.66)	*473 (2.72)
360400	Steam Plant Operator II	6723-8260 (38.63-47.46)	*513 (2.94)
	<u>Steam Plant Operator III</u>		
360500	Entry Level	8766 (50.38)	
360510	Qualified Level	9169 (52.70)	
	<u>Steam Plant Operator IV</u>		
360600	Entry Level	9820 (56.43)	
360610	Qualified Level	10165 (58.42)	
362100	Steam Plant Helper	3756-5795 (21.59-33.31)	*292 (1.68)

**MILNER POWER INC.**  
**SCHEDULE 36 (continued)**  
**TABLE II Non-office Appendix B Jobs**  
**Minimum Monthly (Hourly) Wage Ranges for 2016 – 4.00% Increase**

Job Group		Wage Range	
<u>Code</u>	<u>Job Title</u>	Effective	<u>Increment</u>
		<b><u>Jan. 1, 2016</u></b>	
363100	Plant Utility Man I	3752-6090 (21.56-35.00)	*467 (2.68)
363300	Plant Utility Man II	6089-7492 (35.00-43.06)	*467 (2.68)
363500	Lead Utility Man	7866 (45.22)	

**MILNER POWER INC.**  
**SCHEDULE 37 for 2016**  
**TABLE II Non-office Non-Shift Jobs**  
**Minimum Monthly (Hourly) Wage Ranges for 2016 – 4.00% Increase**

<u>Job Group Code</u>	<u>Job Title</u>	<u>Wage Range Effective Jan. 1, 2016</u>	<u>Increment</u>
370000	Labourer	Shall be paid the going hourly rate	
370010	Student		
370100	Warehouseman	4201-5768 (24.14-33.15)	*224 (1.29)
370300	Senior Warehouseman	5547-6441 (31.88-37.02)	*224 (1.29)
370500	Stockkeeper	6435-7856 (36.98-45.15)	284 (1.63)
370600	Materials Management Coordinator	6978-8384 (40.10-48.18)	282 (1.62)
370601	Materials Management Coordinator (Flat Rate)	8735 (50.21)	
370700	Janitor	3076-3743 (17.68-21.51)	222 (1.28)

**MILNER POWER INC.**  
**SCHEDULE 37 (continued)**  
**TABLE II Non-office, Non-shift Jobs**  
**Minimum Monthly (Hourly) Wage Ranges for 2016 – 4.00% Increase**

Job Group Code	Job Title	Wage Range Effective <u>Jan. 1, 2016</u>	<u>Increment</u>
374200	Station Inspector	8052-9629 (46.28-55.34)	**395 (2.27)
374201	Station Inspector (Flat Rate)	10107 (58.09)	
376050	Plant Maintenance Worker	3677-6015 (21.13-34.57)	*467 (2.68)
376500	Plant Maintenance Man III	8154-8636 (46.86-49.63)	*481 (2.76)
376501	Plant Maintenance Man III (Flat Rate)	9169 (52.70)	
376700	Lead Maintenance Man (Includes: Electrical, Instrumentation, Mechanical)	9627 (55.33)	
376701	Planner and/or Scheduler	9627 (55.33)	
377000	Entrance Attendant	3471-4327 (19.96-24.87)	*285 (1.63)
377500	Lead Site Services Worker	8087 (46.48)	

**MILNER POWER INC.**  
**SCHEDULE 38 for 2016**  
**TABLE II Technical Non-office, Non-shift Jobs**  
**Minimum Monthly (Hourly) Wage Ranges for 2016 – 4.00% Increase**

Job Group	<u>Job Title</u>	Wage Range	
		Effective <b><u>Jan. 1, 2016</u></b>	<u>Increment</u>
380100	Electrical/Instrumentation	5679-7468	*447
	Technologist, Entry	(32.64-42.92)	(2.56)
380200	Electrical/Instrumentation	7003-8791	*447
	Technologist, Qualified	(40.24-50.54)	(2.56)
380300	Electrical/Instrumentation	9238	
	Technologist, Qualified (flat rate)	(53.10)	
382100	Technical Resources	4764-6998	*447
	Technologist, Entry	(27.37-40.23)	(2.56)
382200	Technical Resources	6556-8791	*447
	Technologist, Qualified	(37.68-50.54)	(2.56)
382300	Technical Resources	9238	
	Technologist, Qualified (flat rate)	(53.10)	
383100	Mechanical Technologist, Entry	4764-6998	*447
		(27.37-40.23)	(2.56)
383200	Mechanical Technologist,	6556-8791	*447
	Qualified	(37.68-50.54)	(2.56)
383300	Mechanical Technologist,	9238	
	Qualified (flat rate)	(53.10)	

**MILNER POWER INC.**  
**SCHEDULE 38 (Continued)**  
**TABLE II Technical Non-office, Non-shift Jobs**  
**Minimum Monthly (Hourly) Wage Ranges for 2016 – 4.00% Increase**

Job Group Code	Job Title	Wage Range Effective	
		<b>Jan. 1, 2016</b>	<u>Increment</u>
384100	Planner and/or Scheduler Technologist	9699 (55.75)	
385100	Chemical Technologist, Entry	4760-6900 (27.36-39.66)	*428 (2.46)
385200	Chemical Technologist, Qualified	6220-7605 (35.74-43.70)	*462 (2.65)
385201	Chemical Technologist, Qualified (Flat Rate)	8102 (46.56)	
386100	Health Safety and Environment Assistant, Entry	4764-6998 (27.37-40.23)	*447 (2.56)
386200	Health Safety and Environment Assistant, Qualified	6556-8791 (37.68-50.54)	*447 (2.56)
386300	Health Safety and Environment Assistant Qualified (Flat Rate)	9238 (53.10)	



## **Notes for Wage Schedules**

### **SCHEDULES 30 and 32**

1. A station employee in a Job group under Schedule 30 who was on staff prior to January 1, 2004 may remain on his current 7½-hour schedule. He has the option to switch to the eight-hour Schedule 32 at any time.
2. Prior to making a final decision to switch to an eight-hour schedule, an employee may switch, on a trial basis, for up to six months.
3. Both the trial period and the decision to switch to the eight-hour schedule are available only one time. Once an employee makes a (final) decision to move to the eight-hour schedule, it is a permanent change.
4. A new hire in these Job groups automatically goes onto the eight-hour Schedule 32.

### **SCHEDULE 34 Table II Apprenticeship Jobs**

1. The Company Apprenticeship Guidelines set out all articles, conditions and administration necessary toward these apprenticeship arrangements.
2. An employee enrolled in the Government of Alberta Apprenticeship Program must successfully meet all apprenticeship requirements before being advanced.
3. When the Company enrolls an apprentice in the apprenticeship program, the employee shall be reclassified to the applicable journeyman Job Class upon successful completion of the full program and receipt of the journeyman ticket.

### **SCHEDULE 36 Steam Plant Non-office Job**

1. An employee hired into the Assistant Steam Plant Operator Job shall obtain his Alberta Third Class Certificate within 48 months of starting duties in that operating Job. An employee hired into the Steam Plant Operator I Job shall obtain his Alberta Third Class Certificate within 36 months of starting duties in that operating Job.
2. If a Steam Plant Operator accepts a Job outside the Steam Plant Operator Job Group and subsequently bids on and is awarded a position in the Steam Plant Operator Job Group, the time provisions set out in note 1 are effective from the employee's original date of hire as a Steam Plant Operator.
3. The Lead Utility Man rate (363500) will be maintained at five percent above the maximum rate for Plant Utility Man II.

### **SCHEDULE 37 TABLE II Non-office, Non-shift Jobs**

1. An employee in Job group codes 370300 (Senior Warehouseman) and 370500 (Stockkeeper) who holds a valid Government of Alberta Partsman ticket shall be paid no less than two increments below the wage range ceiling.

2. An employee in Job group code 370600 (Materials Management Coordinator) will have obtained Level 2 certification of the Certified Professional Purchaser Program through the Purchasing Management Association of Canada in order to progress to the Flat Rate.
3. During the probationary period, a new employee in Job group code 376500 (Plant Maintenance Man III) will be paid one increment less than the top of the range.
4. An employee in a Plant Maintenance Man III (Job group code 376500) Job must have completed 12 months at the top of the range before being changed to the flat rate.
5. An employee in Job group code 374200 (Station Inspector) must achieve his CGSB Level II LPI certification and In-service Pressure Vessel certification. An employee in Job group code 374201 (Station Inspector) must achieve his In-service Boiler and Pressure Vessel Inspection certification in addition to the certification required for Job group code 374200.
  - (a) Increments for Job group code 374200 are hourly based.
    - (i) Each increment requires 500 hours assigned by the Company.
    - (ii) An employee must complete 500 assigned hours at the top of the increment range for Job group code 374200 before he receives the rate in Job group code 374201.
  - (b) An Employee will be assigned to Job group code 374201 on a term basis. The length of the term and Job requirements will be predetermined and in writing.
  - (c) An employee assigned to Job group code 374201 will be reclassified for the duration of the term.
  - (d) Job group codes 374201 and 374200 are not subject to the provisions of article 14.00 Job Posting and Job Progression.
6. Planner and/or Scheduler (Job Group Code 376701)
  - (a) An employee will be assigned to this Job group on a term basis. The length of the term and Job requirements will be predetermined and in writing.
  - (b) An employee assigned to this Job group will be reclassified for the duration of the term.
  - (c) An employee assigned to this Job group who is currently at a flat rate (374201 and 376501) will receive the posted wage. All others will receive a five percent increase to their current base rate.
  - (d) An employee who is providing coverage for this Job group, due to vacation or other absence, will be eligible for OBS to the planner and/or scheduler rate.
  - (e) An employee who performs Job planning on a project or specific work scope basis will not be eligible for reclassification or OBS to the planning rate.
  - (f) The Job Group Code 376701 is not subject to the provisions of article 14 as this is not a Job Posting/progression position.
7. The Lead Maintenance Man rate (376700) and the Planner and/or Scheduler rate (376701) will be maintained at five percent above the Maintenance Man III flat rate.

**SCHEDULE 38 Technical Non-office, Non-shift Jobs**

1. Planner and/or Scheduler (Job Group Code 384100)
  - (a) An employee will be assigned to this Job group on a term basis. The length of the term and Job requirements will be predetermined and in writing.
  - (b) An employee assigned to this Job group will be reclassified to the applicable rate for the duration of the term.
  - (c) If an employee is not at the flat rate of Technologist, Qualified, a five percent increase will be added to the employee's current base rate.
  - (d) An employee who is providing coverage for this Job group due to vacation or other absence will be eligible for OBS to the planner/scheduler rate.
  - (e) An employee who performs Job planning on a project or specific work scope basis will not be eligible for reclassification or OBS to the planning rate.
  - (f) The Job Group Code 384100 is not subject to the provisions of article 14 as this is not a Job Posting/progression position.
2. The Planner and/or Scheduler rate (384100) will be maintained at five percent above the flat rate for Technologist, Qualified.
3. An employee must have completed 12 months at the top of the increment range before being changed to flat rate.

#### **NOTES APPLYING TO ALL WAGE SCHEDULES**

1. When increments are listed in a wage schedule, they are annual increments unless marked with an asterisk (\*), in which case they are semi-annual, or a double-asterisk (\*\*), in which case they are based on a pre-determined number of hours.
2. When a salary range is set out for a Job Class, progression through the range will be annual (January) or semi-annual (January and July) to the top of the range, as provided by the particular schedule. Progression is subject to satisfactory performance, improved skills or knowledge required by the employee in the performance of the Job, possession of necessary tickets or certificates of technology graduation and successful completion of Company examinations. The words "Company examinations" shall refer to existing written examinations.
3. The following rules apply to new employees.
  - (a) The Company will place new employees within a salary range on the basis of market hiring rates.
  - (b) After a new employee successfully completes the probationary period, the employee will receive one increment. At the date of the first increment review (January 1 or July 1, as appropriate) following appointment to permanent staff, the increment adjustment, as applicable, will be retroactive to the date of appointment to permanent staff. This means that the employee will receive 1/12 or 1/6 (for annual or semi-annual review respectively) of the increment for each month since appointment to permanent staff. These increments will be subject to note 2 of these notes. This provision is waived for apprentice employees listed in Schedule 34.

4. When an employee receives a promotion, the employee shall be placed within the new salary range at a rate that reflects an increase in wage no less than one increment in the range from which the employee was promoted. This does not apply in the case of progression Jobs.
5. If an employee is accepted under a Job Posting for a Job at a lower level or is transferred to such a Job at his own request, the employee will be paid at an appropriate level within the wage range for the lower-level Job Class.

### **JOB PROGRESSION**

For information purposes only, the following consolidates current progression provisions, as contained in corporate Job descriptions.

NOTE: All apprentice Jobs are progression. Upon completion of the apprenticeship program, the move to Journeyman is a progression appointment.

PROGRESSION FROM	PROGRESSION TO
300100 Clerk I	300200 Clerk II
320100 Clerk I	320200 Clerk II
320500 Draftsman, trainee	320501 Draftsman I
320501 Draftsman I	320502 Draftsman II
320601 Engineering Assistant I	320602 Engineering Assistant II
360100 Assistant Steam Plant Operator	360300 Steam Plant Operator I
360300 Steam Plant Operator I	360400 Steam Plant Operator II
360400 Steam Plant Operator II	360500 Steam Plant Operator III, entry level
360500 Steam Plant Operator III, entry level	360510 Steam Plant Operator III, qualified level
360600 Steam Plant Operator IV, entry level	360610 Steam Plant Operator IV, qualified level
363100 Plant Utility Man I	363300 Plant Utility Man II
370100 Warehouseman	370300 Senior Warehouseman
380100 Electrical/Instrumentation Tech, entry level	380200 Electrical/Instrumentation Tech, qualified level
381100 Electrical Technologist, entry level	381200 Electrical Technologist, qualified level
382100 Technical Resources Tech, entry level	382200 Technical Resources Tech, qualified level
383100 Mechanical Technologist, entry level	383200 Mechanical Technologist, qualified level
385100 Chemical Technologist, entry level	385200 Chemical Technologist, qualified level
386100 Health Safety & Environment Assistant, entry level	386200 Health Safety & Environment Assistant, qualified level

### **12-HOUR SHIFTS - SHIFT WORKERS**

#### **INTRODUCTION**

The parties have signed agreements to provide for 12-hour shifts for certain employees and these agreements have been approved by the appropriate officials of the Province of Alberta.

Those agreements contain certain provisions that supersede the collective agreement (herein "the contract") in effect between the parties.

For ease of reference, the parties wish to have certain provisions of those agreements reflected in the contract.

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The parties agree that the following document shall be inserted as an appendix to the contract, acknowledging that where any provision of the contract conflicts with the collective agreement, the collective agreement shall prevail. The parties agree that if there are any problems in interpretation as a result of the consolidation of shift articles from the main body of the collective agreement, these problems will be addressed by the Employee Relations Council.

### Application

1. This appendix applies to steam plant operators, assistant steam plant operators and utility men who work 12-hour shifts.

### Changes to Agreement

2. For those employees to whom this appendix applies, all provisions of the collective agreement apply, except for articles 15.00, 18.00, 19.00 and 21.00, which are amended and replaced with the following.

## ARTICLE 15.00 HOURS OF WORK

15.01 Subject to the specific exceptions set out in this article,

(a) **Does not apply**

(b) The normal hours of work for non-office shift employees shall be as set out in Table II.

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

**15.03 Does not apply**

15.04

(a) By mutual agreement between an employee and his supervisor, the hours during which an employee's Working Day may be scheduled may be changed. In these cases, there will be no payment for overtime or shift differential for the agreed-upon hours of work.

(b) A mutual agreement will be put in writing and sent to the station manager, Human Resources and the Association if

(i) it is intended to last for more than six months or

(ii) it has lasted for six months, whether that was the intention or not.

15.05 Employees may exchange shifts, subject to the following rules.

(a) The exchange must be approved by a supervisor.

(b) The arrangement for the exchange must be documented.

(c) The exchange must not result in the Company incurring any costs higher than those that would be incurred if the exchange were not allowed.

15.06

(a) By mutual agreement with his supervisor, an employee may take time off without pay.

(b) An employee is encouraged, but not required, to provide as much advance notice as possible of a request for time off without pay, recognizing that the greater the notice, the more likely a supervisor can accommodate the employee's request.

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- (c) Supervisors will respond as soon as possible to a request under this clause.
- (d) Supervisors will not unreasonably withhold approval for a request for time off without pay. However, nothing in this clause guarantees that such a request will be granted.

**15.07 Does not apply**

**15.08 Does not apply**

15.09

- (a) The Company and the Association wish to ensure that employees have enough rest between work periods to allow them to work safely. While this clause sets out specific provisions, they are not intended to remove the responsibility of supervisors and employees to ensure that work can be accomplished safely.
- (b) If an employee works 16 or more hours in any 24-hour period, the employee shall be allowed eight consecutive hours of rest.
- (c) An employee who, as a result of a call out, works at any time in the period between eight hours before and three hours before the start of his next regularly scheduled shift is entitled to have eight consecutive hours of rest beginning at the end of the work for which the employee was called out.
- (d) If an employee's eight hours of rest under paragraph (b) or (c) extends into the last two hours of his next regularly scheduled shift, the employee shall not be required to work those hours.
- (e) When an employee is at rest because of this clause, the employee will not suffer any loss of wages.
- (f) When an employee is at rest because of this clause, the Company may request the employee to return to work. If the Company does make such a request and the employee agrees to return, the employee will be paid, in addition to normal wages, an amount equal to his normal hourly rate for each hour worked during normal scheduled working hours during which the employee was entitled to be at rest.
- (g) Hours of rest provided under this clause exclude travel time between the Job-site and the specified community, whether the travel is at the end of the work or travel to finish the next regularly scheduled shift.

15.10 Clauses 15.11 to 15.23 inclusive apply only to those non-office employees who work shifts.

15.11 In January of each year, the Company will prepare a shift schedule and a copy of that schedule will be given to each affected employee.

15.12 The Company will post the shift schedule covering, at minimum, the next 60 Days.

15.13 If the Company wishes to change the shift schedule, it shall post a revised schedule, signed and dated by the affected supervisor, on appropriate bulletin boards.

15.14 If an employee's schedule is changed, a supervisor will either

- (a) give the employee written notice of the change or

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- (b) advise the employee of the change, by telephone or in person, and then send the employee a written confirmation of the change, making sure the confirmation includes a note as to when the telephone or in-person notice was given.
- 15.15
- (a) This clause applies to employees when taken out of the shift rotation.
  - (b) A rotating shift employee may be scheduled to a non-rotating (12-hour) schedule provided he is given 35 Days notice. If such notice is not given, the employee will be paid at his regular rate, plus additional pay equal to his normal hourly rate, for the first five Days worked, which, under the previous schedule, would have been Days off.
  - (c) A rotating shift employee, assigned to a non-rotating schedule, will be given 14 Days notice to be returned to a rotating shift schedule, unless mutually agreed to between the employee and the Company. If such notice is not given, an employee will be paid at his regular rate, plus additional pay equal to his normal hourly rate, for the first two shifts when back on a rotating schedule.
- 15.16 Where the Company and the employee's needs are not met by clauses 15.15 (b) and (c), a written mutual agreement may be made, provided the guidelines and length of agreement are documented and a copy forwarded to the station manager and the Association.
- 15.17
- (a) An employee who is scheduled to work a Day shift on a given Day must be given 10 Days notice if the Company reschedules him to work the night shift of that same Day.
  - (b) An employee who is scheduled to work a night shift on a given Day must be given 10 Days notice if the Company reschedules him to work the Day shift of that same Day.
  - (c) If the Company fails to give the proper notice under this clause, an employee will be paid at his regular rate, plus additional pay equal to his normal hourly rate, for the first two affected shifts.
- 15.18 If a shift schedule change affects Days off in the 35-Day period following posting of the new schedule, the employee will be paid at his regular rate, plus additional pay equal to his normal hourly rate, for the first five Days worked which, under the previous schedule, would have been Days off.
- 15.19
- (a) For the purposes of this clause, "master schedule" means the schedule used to develop the individual schedules of employees.
  - (b) The parties acknowledge that the station has master schedules as well as policies that govern how the master schedules are to be administered.
  - (c) A master schedule shall not be changed, except in accordance with this clause.
  - (d) The Company will provide the Association with a copy of the master schedules and policies governing administration of those schedules.
  - (e) Where, due to changing business needs, the Company plans to change a master schedule at the station,
    - (i) the Company shall give the Association at least six months written notice of its plan

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- (ii) the station manager and/or his designates will meet with the Association's designates to discuss the Company's plans and the method of implementation that minimizes negative impact on employees
    - (iii) the parties will use their best efforts to work together to develop an acceptable means of administering the revised master schedule and
    - (iv) the Company will file the revised schedule with the Association.
  - (f) Either party may give the other notice of its desire to discuss any policy or the need for a policy relating to the administration of the master schedule. Within 15 Days of such notice being delivered,
    - (i) the station manager and/or his designates will meet with the Association's designates to discuss the issue
    - (ii) the parties will use their best efforts to work together to resolve the issue and
    - (iii) the Company will file any new or revised policy with the Association.
  - (g) Where the parties' best efforts do not result in a mutually acceptable resolution under paragraph (e) or paragraph (f), the Company may make such policy changes as it requires to meet its business needs.
  - (h) For the purposes of article 30.00 (Grievance Procedures), an action taken by a supervisor or manager under a policy described in this clause shall constitute a matter of application or administration of this collective agreement.
    - (i) the master schedule will specify the maximum number of consecutive 12-hour shifts an employee will be required to work. If, as a result of a schedule change, an employee works more consecutive 12-hour shifts than allowed under the master schedule, the employee will be paid at the overtime rate for each shift in excess of the allowed maximum. This entitlement affects only those shifts added by the schedule change, not the shifts an employee was, prior to change, scheduled to work.
- 15.20
- (a) If the station is shut down for planned or unplanned maintenance, affected employees may be scheduled to a maintenance work week, provided that they return to their previous shift schedule, as and when required. For the purposes of this clause, a maintenance week involves the working hours applicable to non-office, non-shift employees.
  - (b) For a planned unit shutdown, the Company shall give affected employees five Days notice of rescheduling. If notice is not given, the first two Days worked on the new schedule will be paid at the overtime rate.
  - (c) For an unplanned unit shutdown, the Company shall give the affected employees 24 hours notice of rescheduling. If notice is not given, the first Day worked on the new schedule will be paid at the overtime rate.
  - (d) The Company shall give employees 24 hours notice when they are to return to their previous shift schedule. If such notice is not given, the first shift will be paid at the overtime rate.
- 15.21 An employee will be paid for the time spent traveling to and from the station when he
- (a) covers a vacant shift and
  - (b) is notified of the need to cover the vacant shift less than 12 hours before the beginning of that shift.



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### 15.22 Does not apply

15.23 The following rules apply to all shift employees when changing from Mountain Standard Time to Mountain Daylight Time and vice versa.

- (a) When the spring time change occurs, employees will receive 12 hours straight time when they work a full shift that begins between 1800 hours and 2000 hours Saturday.
- (b) When the fall time change occurs, employees will receive 12 hours straight time and one hour overtime when they work a full shift that begins between 1800 hours and 2000 hours Saturday.

## ARTICLE 18.00 HOLIDAYS

18.01 Subject to clause 18.03, an employee will receive a Day off, with pay, for each of the following holidays:

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

18.02 In addition, one civic holiday will be recognized and observed, but only in a community in which it is officially declared. This holiday shall apply to all employees regularly based in the community. No employee will forfeit entitlement to a civic holiday because of a transfer to another location.

18.03 An employee will be paid for a holiday only if

- (a) he has worked 240 hours in the 12 months immediately preceding the holiday and
- (b) he works his scheduled shift immediately before and immediately after the holiday, unless absent due to sickness or accident, or by authority of the Company.

18.04 An employee scheduled to work on a holiday will be paid

- (a) at the overtime rate for the hours actually worked and
- (b) the normal Day's pay, as provided for in clause 15.01.

### 18.05 Does not apply

18.06

- (a) When a holiday falls on an employee's regular Day off, that employee shall receive
  - (i) 12 hours pay at the employee's normal hourly rate, in addition to regular pay, or
  - (ii) 12 hours off with pay.
- (b) Reasonable effort will be made to grant an employee the Day off with pay, if so requested. When a Day off, with pay, is requested, the Day off will be scheduled at a time that is mutually agreeable to the employee and the supervisor.

18.07 If a holiday falls on an employee's regularly scheduled Working Day and the employee is given that Day off, the employee will be paid for the previously scheduled hours of work for that Day at

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the normal hourly rate. No further action will be required to balance the normal wage with the hours of work scheduled.

### ARTICLE 19.00 ANNUAL VACATION

#### 19.01 Does not apply

19.02 A Permanent Employee is entitled to annual vacation, with regular pay, on the following basis:

after one year of Continuous Employment	120 hours
after six years of Continuous Employment	160 hours
after 14 years of Continuous Employment	200 hours
after 22 years of Continuous Employment	240 hours.

- (a) When a Temporary Employee is hired as a Permanent Employee, with no break in service, he will have the date he was hired into his current temporary assignment recognized as his hire date when calculating milestone year vacation entitlement. The employee will not receive vacation entitlement for the period he was employed as a Temporary Employee.
- (b) An employee covered by this Appendix who works within the rotating shift schedule will earn eight hours of additional vacation, with regular pay, for every 15 rotating shifts he worked in the previous calendar year – to a maximum of 40 hours of additional vacation.
  - (i) If an employee is terminated for cause or if an employee terminates his position, he forfeits any additional vacation entitlement earned in the year of termination for working rotating shifts.

19.03

- (a) Advance draws on vacation entitlements are available to Permanent or Probationary Employees who have completed more than six months, but less than one year, of Continuous Employment.
- (b) An employee covered by this clause may take up to one week of vacation, with pay, during his second six months of employment.
- (c) An employee covered by this clause may also take up to one week of leave of absence, without pay, during his second six months of employment.
- (d) The vacation and leave allowed by this clause are subject to agreement between the employee and his immediate supervisor.

19.04 A Part-time Employee and a Temporary Employee will be paid vacation pay as prescribed by law.

19.05 A Permanent Part-time Employee will be entitled to annual vacation, with pay, on a prorated basis tied to his regular hours of work. He will be paid vacation pay on hours worked above his regular hours, but not including hours of work where premium overtime rates apply.

19.06 The following rules apply to the scheduling of vacation time.

- (a) Vacation may be taken at any time during the calendar year, by mutual agreement between the employee and the supervisor, provided that the scheduling is arranged to suit the work schedules of the Company.
- (b) An employee may take up to five Working Days (60 hours) of his vacation one Day at a time or may take a block of 60 hours of his vacation in hourly increments, subject to

## APPENDIX B

receiving the prior approval of his immediate supervisor and provided the scheduling does not unduly interfere with efficiency or incur overtime.

- (c) In the year in which an employee qualifies for an increased vacation entitlement, the additional Days may be taken only after the employee's anniversary date for vacation entitlement. "Anniversary date" is the date an employee is appointed as a Probationary Employee or a Permanent Employee.
  - (d) If a holiday falls within an employee's vacation, the vacation shall be extended under paragraph (i) or (ii), whichever is applicable.
    - (i) If the employee's last shift worked before the holiday was eight hours in length and the employee's first shift worked immediately after the holiday was eight hours in length, the vacation will be extended by eight hours.
    - (ii) In any other case, the employee's vacation will be extended by 12 hours.
- 19.07 For the purposes of this article and subject to clause 19.09, an employee remains continuously employed when on sick leave.
- 19.08 An employee receiving WCB benefits continues to accrue vacation entitlement for up to 17 weeks per calendar year.
- (a) An employee is entitled to accrue vacation entitlement once per WCB claim, regardless of the duration of the claim.
  - (b) An employee with multiple WCB claims in one calendar year is entitled to accrue vacation entitlement for a combined maximum of up to 17 weeks.
- 19.09
- (a) An employee is entitled to full vacation entitlement only if he has worked 90 percent of his regularly scheduled hours in the calendar year.
  - (b) For the purpose of this clause, statutory holidays and annual vacation count as Days worked.
  - (c) An employee who has worked less than 90 percent of his regularly scheduled hours in the calendar year shall be entitled to vacation, on a prorated basis bearing the same relationship to his regular vacation entitlement as the number of hours worked bears to 90 percent of his regularly scheduled hours. An example of the calculation of prorated vacation entitlement can be found in Appendix C.
- 19.10 An employee may apply, in writing, for permission to carry over any part of his vacation entitlement to the next year. Such application will be granted only if mutually acceptable to the employee and the station manager.
- 19.11 An employee will take his vacation in blocks made up of a whole shift. If the number of hours remaining in his vacation entitlement is less than a full shift, he shall receive a payout of the remaining entitlement or carry over, as per 19.09.

## ARTICLE 21.00 SHIFT DIFFERENTIAL AND WEEKEND PREMIUM

21.01

- (a) An employee will receive a shift differential for hours worked between 1600 hours and 0800 hours.
- (b) The shift differential/weekend premium will be:

## APPENDIX B

\$2.36 per hour in 2013  
\$2.44 per hour in 2014  
\$2.53 per hour in 2015  
\$2.63 per hour in 2016.

- (c) Future negotiated wage increases will be applied to the shift differential/weekend premium.  
(i) The increases have already been applied to 21.01 (b).
- 21.02 An employee who works a scheduled Day shift on a Saturday, Sunday or recognized holiday will receive the weekend premium from 21.01 (b) for each hour worked.
- 21.03 Payment of a shift differential/weekend premium will be paid for all applicable hours of work, including overtime hours (but is paid at the same rate, whether overtime or not).
- 21.04 Payment of a shift differential/Sunday premium is subject to the following conditions:
- (a) It will be paid only if the employee works a scheduled shift.
- (b) It will be paid for all applicable hours of work, including overtime hours (but is paid at the same rate whether overtime or not).

### Additional Terms

1. If an employee is given time off with pay (whether for compassionate reasons, sickness and accident indemnity or some other reason), compensation will be based on his normal Working Day.
2.
  - (a) The Company will establish an availability list, assigning an employee to be available to come to work at any time from 90 minutes before until 60 minutes after the beginning of a shift.
  - (b) An employee, listed on the availability list, who is required to come to work, will report for work at the beginning of the shift or within one hour of the request.
  - (c) An employee, listed on the availability list, is not entitled to receive standby pay.
  - (d) An employee, listed on the availability list for a given shift, may not arrange for mutual coverage under clause 15.05 of the collective agreement for the same shift.
3. If, as a result of a shift schedule change, an employee's normal work week has averaged less than 40 hours over the shift cycle, the Company is entitled to recover this time during the next shift cycle.
4. If an employee owes time to the Company because of a shift schedule change, but is called out to work on his Day off, the time worked will be paid at overtime rates and not deducted from the time owed.

### PRO-RATED VACATION ENTITLEMENT CALCULATION

#### **Total number of Working Days in a year is 261 Days.**

- 365 Days in a year
- 104 Saturdays and Sundays

## APPENDIX C

- total Working Days = 365 minus 104

### Assumptions

1. An employee's normal vacation entitlement is four weeks or 20 Days.
2. The employee missed 70 regularly scheduled Working Days because the employee was on short term disability.

### Pro-Rate Vacation Calculation

**# Working Days in a Year - # of regularly scheduled Working Days missed in the year**  
**90% of the Working Days in a Year**

$$\frac{261 \text{ Working Days} - 70 \text{ Days}}{235 \text{ Working Days}} = 0.813$$

### Vacation Entitlement

Multiply 0.813 by the Normal Vacation Entitlement of 20 Days.

0.813 x 20 Days = 16.25 Days. (Always round up). Therefore, the employee is entitled to 17 Days of vacation.

## RE: SEVERANCE PROVISIONS

1. The Company and the Association agree that for the calculation of any severance payment owing to a Permanent Employee who was employed at the H.R. Milner Power Station on January 29, 2004 and whose employment is later terminated under articles 28 or 37 of the collective agreement, the employee's years of continuous service will commence on January 29, 2004. The employee's years of service prior to January 29, 2004 are not to be taken into consideration and do not count towards calculating the severance pay payable to an employee pursuant to the formula contained in this severance letter of agreement.
2. Subject to section 3 of this letter of agreement, a Permanent Employee (including a Permanent Part-time Employee) whose employment is terminated under article 37.00 of this collective agreement shall receive severance pay of not less than the amount achieved by adding the entitlements under paragraphs (a) and (b) of this section:
  - (a) An amount for length of service, calculated as follows:
    - (i) where an employee has less than five years of continuous service with the Company – 2.2 weeks of regular pay for each year of service
    - (ii) where an employee has more than five years but less than 10 years of continuous service with the Company – 2.4 weeks of regular pay for each year of service
    - (iii) where an employee has more than 10 years but less than 15 years of continuous service with the Company – 2.6 weeks of regular pay for each year of service
    - (iv) where an employee has more than 15 years but less than 20 years of continuous service with the Company – 2.8 weeks of regular pay for each year of service or
    - (v) where an employee has more than 20 years of continuous service with the Company – 3.0 weeks of regular pay for each year of service.

## LETTER OF AGREEMENT

- (b) An amount in consideration of an employee's age, calculated as follows:
  - (i) where an employee is between 50 and 54 years of age at the time of termination – four weeks of regular pay or
  - (ii) where an employee is 55 years of age or older at the time of termination – six weeks of regular pay.
  
- 3. The following additional rules apply in calculating the minimum amount of severance pay to an employee terminated under article 37.00 of the collective agreement.
  - (a) Fractional years of service shall be used in calculating the payments under clause 1. For example, if an employee has 4.5 years of service, the calculation would be 4.5 years x 2.2 weeks/year = 9.9 weeks of regular pay.
  - (b) The amount of severance pay shall not be less than eight weeks of regular pay.
  - (c) Subject to paragraph (d), the Company shall not be required to offer more than 60 weeks of regular pay.
  - (d) Where an employee is entitled to at least 60 weeks of regular pay, by virtue of paragraph 2(a) of this letter of agreement, and the employee is aged 50 years or more at the time of termination, the employee shall be entitled to 64 or 66 weeks of regular pay, subject to 2(b).

**LETTER OF AGREEMENT**

4. In addition to the amounts payable under paragraphs 2 or 3, an employee terminated under article 37.00 of the collective agreement shall be entitled to a payment of between 10 and 12 percent of the severance amount in lieu of extended benefits.



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CEWA Business Manager



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President & CEO  
Maxim Power Corp.



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CEWA Bargaining Team  
Member



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Vice President, Corporate Services  
Maxim Power Corp.

**LETTER OF AGREEMENT**

**RE: LOCATION ALLOWANCE**

This letter will confirm the understanding reached during negotiations that, effective January 1, 2013, the Company will pay to each Permanent Employee and Probationary Employee a location allowance of \$300 per month, paid in two semi-monthly instalments.

An employee on long-term disability, maternity or parental leave, or leave without pay will not receive the location allowance.

A Temporary Employee covering a permanent Job (while the Permanent Employee is on long-term disability, maternity or parental leave, WCB, short-term disability or leave without pay or if the permanent Job the Temporary Employee is covering is vacant) will be eligible to receive the location allowance.

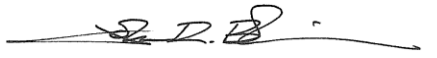
It is agreed that, on the date this Letter of Agreement is incorporated into the collective agreement, the Company cannot pay a location allowance in any other manner. The location allowance will be retroactive to January 1, 2013 for all eligible employees on staff from January 1, 2013 onward.

The terms of this letter will expire with the termination of current collective agreement.

In witness whereof, the parties have executed this agreement by their duly authorized representatives.



CEWA Business Manager



President & CEO  
Maxim Power Corp.



CEWA Bargaining Team  
Member



Vice President, Corporate Services  
Maxim Power Corp.

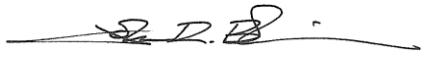
**RE: ALBERTA HEALTH CARE PREMIUMS**

During the term of this collective agreement, the Company will pay 100 percent of the applicable Alberta Health Care premium payable by all Permanent Employees, including Permanent Part-time Employees. This benefit is currently covered by Milner Power Inc.

In witness whereof, the parties have executed this agreement by their duly-authorized officers



CEWA Business Manager



President & CEO  
Maxim Power Corp.



CEWA Bargaining Team  
Member



Vice President, Corporate Services  
Maxim Power Corp.



**LETTER OF AGREEMENT**

**RE: PENSION AND BENEFITS**

In order to recruit and retain employees, the Company has an obligation to provide to employees a pension and benefits package that is competitive and comprehensive.

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

The Company will discuss changes to the pension plans and the benefits package with the Association.

In witness whereof, the parties have executed this agreement by their duly authorized representatives.



CEWA Business Manager



President & CEO  
Maxim Power Corp.



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Member



Vice President, Corporate Services  
Maxim Power Corp.

**LETTER OF AGREEMENT**

**RE: PENSIONS AND BENEFITS INFORMATION EXCHANGE**

Maxim Power Corp. provides its employees with a pensions and benefits program. These programs are developed and administered by Great West Life and have been designed to provide a fair and reasonable level of pension and benefit coverage to its employees that is comparable to the pension and benefit coverage provided by employers in similar businesses and markets.

The employees of Milner Power Inc. have expressed an interest in participating in a forum with human resources staff from Maxim Power Corp. to address employees' concerns with the administration and delivery of the benefit and pension programs. Maxim Power Corp. has agreed to establish an ongoing committee made up of representatives of the Canadian Energy Workers Association, Milner Power Inc. and human resources staff from Maxim Power Corp. to provide an exchange of information on the pension and benefit programs and develop proposals for improvements to these programs.

The terms of this letter will expire with the termination of current collective agreement.

In witness whereof, the parties have executed this agreement by their duly authorized representatives.



CEWA Business Manager



President & CEO  
Maxim Power Corp.



CEWA Bargaining Team  
Member



Vice President, Corporate Services  
Maxim Power Corp.

## LETTER OF AGREEMENT

### RE: BANKED TIME

This letter will confirm the understanding reached during negotiations, with respect to the ability for in-scope employees of Milner Power Inc. to “bank” overtime hours worked. It is agreed that this agreement allows an employee to deposit and withdraw hours at a later date with no tax or base salary implications. It is administered on an ‘earn and deposit now’ and ‘use later’ basis.

The provisions of the banked time agreement are as follows:

- There will be no tax or base salary implications.
- There will be no limit to the amount of overtime hours that can be banked in a calendar year.
- The deposit into the “bank” is administered by the completion of the required documentation.
- The withdrawal of time banked is administered by verbal approval, followed by completion of the required documentation or by the completion of the withdrawal documentation and required approvals by his supervisor.
- The employee is encouraged, but not required, to provide at least five Days advance notice for the withdrawal of banked time, recognizing that the greater the notice, the more likely a supervisor can accommodate the employee’s request.
- The withdrawal of banked time can be cancelled with 24-hours notice for business needs. Therefore, the employee must leave his contact information with his supervisor.
- The approval and withdrawal of banked time is not intended to create an overtime situation.
- Any banked time not withdrawn by December 31 (to be used as time) will be paid out in dollars.

**LETTER OF AGREEMENT**

The ERC will monitor the administration and application of this letter for the life of the collective agreement and will make changes, as required. If successful, it is intended, with the approval of both parties, that the provisions of this letter become a part of the main body of the collective agreement.



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CEWA Business Manager



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President & CEO  
Maxim Power Corp.



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CEWA Bargaining Team  
Member



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Vice President, Corporate Services  
Maxim Power Corp.

**LETTER OF AGREEMENT**

**RE: SHORT TERM AND LONG TERM DISABILITY**


The Company has committed to pay 100 percent of Permanent Employees' short term and long term disability premiums.

The terms of this letter are valid for the term of this collective agreement.

In witness whereof, the parties have executed this agreement by their duly authorized representatives.



CEWA Business Manager



President & CEO  
Maxim Power Corp.



CEWA Bargaining Team  
Member



Vice President, Corporate Services  
Maxim Power Corp.

**LETTER OF AGREEMENT**

**RE: PENSION**

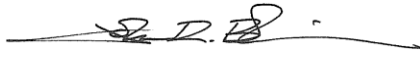
The Company has committed to pay 60 percent of Permanent Employees' pension contributions, as per the terms of the current pension plan.

The terms of this letter are valid for the term of this collective agreement.

In witness whereof, the parties have executed this agreement by their duly authorized representatives.



CEWA Business Manager



President & CEO  
Maxim Power Corp.



CEWA Bargaining Team  
Member



Vice President, Corporate Services  
Maxim Power Corp.

**LETTER OF AGREEMENT**

**RE: JOB CLASS PREMIUM POLICY**

This letter will confirm the understanding reached during negotiations that the Company and the Association agree to replace the existing incentive bonus plan, contained in MILNER Power Inc./H.R. Milner Station, Incentive Plan - P&P7-013 , management guide B12 and internal memos referring an incentive plan, with a new Job Class Premium Policy. The incentive bonus earned in 2012 and paid in April 2013 was the final incentive bonus payment.

The Job Class Premium Policy will provide an annual Job Class Premium to Permanent Employees and Probationary Employees, paid in semi-monthly installments. The Job Class Premium would be distributed on a percentage of base salary paid.

A Temporary Employee covering a permanent Job (while the Permanent Employee is on long-term disability, maternity or parental leave, WCB, short-term disability or leave without pay or if the permanent Job the Temporary Employee is covering is vacant) will be eligible to receive the Job Class Premium Allowance.

The Job Class Premium will be retroactive to January 1, 2013 for all eligible employees on staff from January 1, 2013 onward.

The Job Class Premium Policy will also provide a Certificate Premium for Operators that will be paid to eligible Permanent Employees.

An employee on long-term disability, maternity or parental leave, or on leave without pay will not receive the Job Class Premium or the Certificate Premium for Operators.

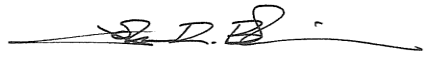
The Company has the right to enhance, to the employee's benefit, some or all of the benefits provided by the policy to which this Letter of Agreement refers at any time following 20 Days written notice to the Association of its intent, followed by a 20 Day period for the Association to discuss the changes with the Company.

Both parties must agree to the continuation of this Letter of Agreement for the provisions to carry on beyond the 2013-2016 collective agreement.

In witness whereof, the parties have executed this agreement by their duly-authorized officers.



CEWA Business Manager



President & CEO  
Maxim Power Corp.



CEWA Bargaining Team  
Member



Vice President, Corporate Services  
Maxim Power Corp.