

# **Collective Agreement**

**between**

**CNOOC Petroleum North America ULC**

**and**

**Unifor  
Local 1400  
Balzac Power Station Bargaining Unit**

**February 1, 2019**

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## **ARTICLE I - PURPOSE:**

1.01 The parties hereto have reached this Agreement as a result of collective bargaining to provide orderly procedures for the prompt and equitable disposition of grievances and to set forth the rates of pay, hours of work and other working conditions affecting employees covered by the Agreement.

## **ARTICLE II - RECOGNITION:**

2.01 The Company recognizes the Union as the sole bargaining agent for all employees of the Company employed at the Balzac Power Station, located near Balzac, Alberta excluding clerical, supervisory and professional employees as specified in Certificate No. 112-2014 issued by Alberta Labour Relations Board on the 19<sup>th</sup> day of March 2014.

2.02 The term "employee" or "employees", when used herein, shall mean any person or persons covered by this Agreement.

2.03 The Company will deduct the regular monthly dues, as fixed by the Union, from the wages due the employee. The Company will transfer the total amount of dues deducted to the Secretary Treasurer of the Union with a written statement of the names of employees from whom the deductions were made.

2.04 During the term of this Agreement, the employees shall, after completion of the probationary period, have Union Dues deducted from their wages. The amount to be deducted shall be such sum as may from time to time be assessed by the Union according to its constitution, for general Union purposes. These Union Dues shall not include any initiation or entrance fees to join the Union or any special assessment or increment in an assessment which relates to special Union benefits in which the non-member employee as such would not participate or the benefit of which the employee would not enjoy. Union Dues collected from employees shall be inserted on T4 slips.

2.05 The Company recognizes a Union Bargaining Committee of two (2) employees selected to represent the entire plant and who may be accompanied by a duly authorized representative of Unifor. As far as practicable, the Company and the Union will arrange meetings for the negotiation of any new or revised Agreement at such times and places so that employees will lose as little work and compensation as possible. The Company agrees to compensate any employees selected for the Committee up to the maximum of sixty (60) hours aggregate of total time lost at their regular rate of pay. Should the sixty (60) hours not be sufficient, the Company agrees to reimburse the Union for half of the hours in excess of the sixty (60) hours devoted to negotiations.

### **ARTICLE III - MANAGEMENT RIGHTS:**

3.01 The Union recognizes that all management rights and functions are retained by the Company except as expressly abridged or modified by this Agreement. The rights of the Company in the exercise of its functions of management shall include, but are not limited to the following: The right to maintain order, discipline and efficiency; to direct the working forces, plan and control plant operations, schedule and assign work to employees, determine the means, method, processes and schedule of maintenance, production and shipping, determine products to be manufactured, establish production standards, establish and require employees to observe Company rules, to hire, promote, demote, transfer, classify, reclassify and lay-off employees; to determine the content of each job; and to discipline or discharge any employee for cause, PROVIDED, however, that any discipline or discharge of an employee for cause shall be subject to the right of the employee to lodge a grievance in the manner and to the extent provided in Article VI of this Agreement, commencing at Step (2).

### **ARTICLE IV - NO STRIKE OR LOCKOUT:**

4.01 During the term of this Agreement there shall be no strikes, slowdowns, picketing, stoppages of work or boycotts by the Union or its members against the Company.

4.02 During the term of this Agreement there shall be no lockout by the Company or its agents.

### **ARTICLE V - CO-OPERATION:**

5.01 There shall be no discrimination, intimidation, interference, restraint, coercion by or on behalf of either the Company or the Union or their agents with respect to any employee because of membership or non-membership in the Union.

5.02 No Union activities may be conducted at the plant without the consent of the Plant Manager or a person authorized by the Plant Manager to give such consent.

5.03 The Company agrees to maintain designated notice board space where the Union may post notices or announcements which have been approved by the Plant Manager.

5.04 The Company will provide and the Union agrees that it will co-operate fully with the Company in the care, maintenance and cleanliness of the lunch room, lockers, washroom, sanitary facilities, first aid, medical facilities, supplies, the working area, equipment and machinery provided by the Company.

5.05 The Company recognizes that the Collective Agreement cannot encompass all particular situations that may arise from time to time in the course of operations. There will likely be significant matters of Joint Union/Management interests arising from the workplace during the term of the Agreement which are not clearly addressed by the Agreement. To further enhance constructive working relationships in the plant, the Company agrees to discuss such matters with the Union as they arise. The objectives of such discussions will be to understand the issue at hand and to understand the positions of both parties to the issue and to come to a common agreement. By the mutual consent of both parties (Union and Management), the Collective Agreement may be amended prior to the expiry of the current Agreement by way of a letter of understanding.

5.06 Regarding Workplace Harassment. The Company Policy states and the Union agrees that it is the right of all employees to work in an environment free from workplace harassment and to be treated fairly and with respect in the workplace. It is the intention of the Company and the Union to provide a workplace environment that is productive and promotes both the dignity and self-esteem of all employees.

5.07 The Company and the Union will co-operate in requesting or holding any joint meetings of mutual concern involving safety, labour relations, or employee job security. Such meetings will be held as deemed necessary but no more frequently than once a month. These meetings will be held at such times and places so that employees will not lose time or pay.

#### **ARTICLE VI - GRIEVANCES AND ARBITRATION:**

6.01 It is the utmost importance to hear and settle complaints as promptly as possible. It is understood that no employee has a grievance until the employee has first given their immediate supervisor an opportunity to hear the complaint. No grievance shall be considered which is not presented within ten (10) days after the event or circumstances giving rise to the complaint came to the attention of, or could have reasonably come to the attention of, the employee concerned.

6.02 Grievances shall be processed in a step by step manner that will allow the aggrieved employee to have their concern(s) addressed by successive departmental levels of supervision. In situations where successive levels of departmental supervision are different than which are provided in this Article 6.02, applicable steps of the grievance procedure shall be omitted accordingly.

Step 1: The aggrieved employee shall advise their supervisor of the complaint. If an adjustment satisfactory to the employee concerned is not made within five (5) days, the employee may present the grievance in writing, to the Plant Manager who will give a decision within seven (7) days.

Step 2: Failing satisfactory adjustment within the time limits of Step 1, and if the employee is not satisfied with the decision of the Plant Manager, the employee may, within seven (7) days of receiving the decision, present the written grievance, stating the specific provisions of this Agreement considered violated, to the next level of Management. The next level of Management (or their designate) will

investigate the grievance and may arrange for a meeting so that all facts may be presented and discussed. A written decision will be provided within ten (10) days.

6.03 If the decision at Step 2 is not satisfactory to the employee, the employee may submit the dispute to arbitration as hereinafter provided. In all discussions and presentations, the employee may be represented by a Union Steward and/or a representative of Unifor.

6.04 Subject to compliance with the two steps in 6.02, any grievance between the parties or persons bound by this Agreement, or on whose behalf it is entered into concerning its interpretation, application, operation, violation or alleged violation, including any question as to whether any matter is arbitrable may, on the application of either party, be submitted for final and binding settlement to a single Arbitrator, PROVIDED, however, that not more than thirty (30) days have elapsed since the date the Step 2 written decision was provided.

6.05 The party requesting arbitration shall notify the other party in writing the name of up to three (3) arbitrators, stating the address and telephone number. The notice shall state the matter at issue and in what respect the Agreement has been violated or misinterpreted with reference to the specific clause or clauses relied upon and the nature of the remedy sought.

6.06 Within ten (10) days of the receipt of notice, the other party shall agree to appoint one of the proposed arbitrators or may respond in writing stating the name of up to three (3) alternate arbitrators, stating address and telephone number. Should the parties fail to agree on an arbitrator within ten (10) days, they shall forthwith request the Alberta Minister of Labour to appoint a qualified arbitrator.

6.07 The arbitrator shall not have any power to alter any of the terms of this Agreement or to substitute new provisions for existing provisions, nor to give any decision inconsistent with the terms of this Agreement.

6.08 The arbitrator shall hear and determine the issues or questions submitted to it by the parties and shall issue an award in writing which shall be final and binding upon the parties and upon any employee affected by it.

6.09 Each of the parties hereto will pay in equal proportions the proper charges and expenses of the arbitrator and of all necessary stenographic expenses and rent.

6.10 The time periods specified in this Article are exclusive of Saturdays, Sundays, recognized holidays and vacations.

## **ARTICLE VII - SENIORITY, PROMOTIONS, VACANCIES & LAYOFFS:**

7.01 Employees shall be on probation for the first three (3) calendar months in the employment of the Company. On the completion of the probationary period, seniority shall be calculated from the date of employment, with adjustments for time off the payroll.

Grievances may not be presented in connection with the layoff or discharge of probationary employees.

7.02 A seniority list will be posted within thirty (30) days of the signing of this Agreement and will be revised at least twice each year. Copies of the seniority list will be supplied to the Union. In the case of employees hired on the same date, the employee first reporting for work will be considered the more senior. The seniority list will show the employee's seniority, name and job classification.

7.03 In cases of promotion, decrease or increase of the working forces, the following factors shall be considered: (a) efficiency, knowledge and ability and (b) seniority. Where qualifications in factor (a) are relatively equal, factor (b) shall govern.

7.04 Employees who have been laid off will retain their seniority and recall-after-lay-off privileges, subject to 7.03 above as follows:

- a) All employees who have been off the payroll for a continuous period of one (1) year or more will lose any previously acquired seniority and will be rehired only as new employees.

7.05 Where there is an increase in the working force after a layoff, employees will be rehired in the inverse order of layoff, PROVIDED that they have the necessary qualifications.

7.06 If an employee is assigned to a job classification not covered by this Agreement, the employee shall retain seniority and continue to accumulate seniority for a period of six (6) months while employed. Such a person may, when released from excepted employment, exercise seniority rights and bid for any job opening for which the employee is qualified PROVIDED that no more than six (6) months has elapsed from the time the employee was assigned or promoted from their job classification in the bargaining unit.

7.07 Notice of any new job classification or vacancy of a permanent nature shall be provided to the Bargaining Unit Members.

7.08 Any qualified employee on vacation or leave of absence throughout an entire posting period will automatically be considered for the vacant position.

7.09 It shall be the Employee's responsibility to maintain an accurate address file within the company's systems

## **ARTICLE VIII - MEDICAL EXAMINATION**

8.01 The Company has the right to require medical examinations whenever it considers such examinations necessary and will pay any cost of such examination required.

8.02 Employees laid off and recalled may be required to pass the regular Company medical examination. If an employee who is laid off has a physical disability and wishes to protect themselves by having the physical condition made a matter of record, the employee may request that a medical examination be made at the time of the layoff by the Company doctor at Company expense.

#### **ARTICLE IX - LEAVE OF ABSENCE:**

9.01 Leave of absence without pay may be granted by the Company for education training or re-training or for other approved reasons. Employees on such approved leave of absence will maintain and accumulate seniority and shall be continued on the seniority roster for any approved period. Additional leaves of absence without pay and without the accumulation of additional seniority may be granted subject to agreement between the Company and the Union.

9.02 Leave of absence without pay but with the maintenance and accumulation of seniority will be granted employees for periods of less than thirty (30) days for the purpose of attending official Union business for a total aggregate period (for all employees involved) not to exceed one hundred and twenty (120) hours each year. The Union agrees that sufficient notice to satisfy the Company's operating conditions will be given before leaves will be approved. Leaves will be granted subject to operating requirements being met.

9.04 If an employee works elsewhere or uses a leave of absence for a purpose other than that for which the leave is granted, the employee shall not be eligible for any benefits and the leave may be terminated, subject to their right to lodge a grievance.

9.05 Bereavement Leave: Up to five days leave of absence with pay will be granted for death in the immediate family including: spouse, parents, grandparents, children, grandchildren, brothers and sisters, parents-in-law, sister and brothers-in law, daughter and son-in law.

9.06 Employees on approved leave of absence for a period of more than thirty (30) days who wish to continue insurance or other benefits for which they may be eligible, may be granted such privilege upon the application and payment of all required premiums. In other cases, employees shall be considered on leave of absence in any benefit plans applicable.

9.07 Other Personal Leaves: An employee may be granted a personal leave with or without pay on a discretionary basis. Benefit coverage will be maintained for approved leaves but an employee may be asked to prepay their portion of any premiums. The approvals required for leaves will be as per Company policy:



## **ARTICLE X - BENEFIT PLANS:**

10.01 For the duration of this Agreement the Company will continue to provide benefits relatively equivalent to the existing group benefit plans.

Changes to the above mentioned benefit plans will be allowed subject to the approval of the local bargaining unit and such approval shall not be unreasonably withheld. In the event that the Company is required by law to contribute towards the cost of similar benefits, the Company may revise or terminate such plans in order to eliminate duplication of benefits or to ensure that additional costs imposed by the law are offset by reductions in the costs of the employees and the Company to such duplicated plans.

## **ARTICLE XI - HOURS AND PAY FOR TIME WORKED:**

11.01 (a) A calendar day for shift workers shall consist of twenty - four (24) hours commencing at 0530 hrs. A calendar week shall consist of seven (7) consecutive days commencing on Monday. The normal number of daily hours of work shall be twelve (12) hours for an average of three and one-ninth (3-1/9) days per week in accordance with schedules established from time to time.

(b) A calendar day for regular day employees shall consist of twenty-four (24) hours commencing at 12:01 A.M. A calendar week shall consist of seven (7) consecutive days commencing Monday. The normal number of daily hours of work shall be eight (8) hours for an average of four and two-thirds (4-2/3) days per week in accordance with schedules established from time to time.

11.02 A working shift shall consist of twelve (12) consecutive hours for shift employees. A working day shall consist of eight (8) hours broken by a one - half (1/2) hour lunch period for regular day employees (may be subject to CWS terms and conditions). The normal number of daily hours of work is stated solely for the purpose of calculating overtime and shall not be construed as a guarantee of any minimum nor as a restriction on any maximum hours to be worked.

(a) The current work schedule for Power Plant shift employees consists of 12 hour day shifts starting between 0530 and 0600 and 12 hour night shifts starting between 1730 and 1800. It is a five week rotation, with the last week used for an operator to take time off, cover for another operator, training and/or maintenance activities.

(b) The current work schedule for regular day employees follows a flexible schedule arrangement as mutually agreed or as business requirements dictate. Regularly scheduled working days generally commence between 0630 and 0700 hrs. and are broken by a one-half (1/2) hour lunch period.

11.03 The Company agrees to pay and the Union agrees to accept during the life of this Agreement the schedule of wages and job classifications set forth in Appendix "A".

11.04 In addition, the Company will pay for work performed on shift, a shift differential identified in Appendix A. Shift differential will not be included in computing overtime, premium time, vacation pay or pay for holidays not worked.

- a) Regular day employees held over or called in on overtime work are compensated by the payment of overtime rates and will only be entitled to the shift differential if they are scheduled to work on the night shift for four (4) or more hours.

Conditional to the above (a), the Company will pay the regular day employee a shift differential identified in Appendix A for the night shift.

11.05 (a) Premium rate of double (2 times) the basic hourly rate will be paid to shift employees for work in excess of twelve (12) hours in one (1) day and for hours worked on scheduled days of rest. For shift employees where a change of shift is involved, premium pay of double (2 times) the basic hourly rate will be paid for work in excess of one hundred and eighty-six point six (186.6) hours in the current thirty-five (35) day shift schedule excepting therefrom those hours for which premium pay has been paid.

(b) Premium rate of double (2 times) the basic hourly rate will be paid to regular day employees for work in excess of their regularly scheduled hours in one (1) day and for hours worked on scheduled days of rest.

11.06 If any employee loses time through a change in work schedule made by the Company from one shift to another or from shift work to day work or vice versa, the employee shall be entitled to work out such lost time at straight time rates; such lost time to be worked not later than the following pay period, work schedules permitting.

11.07 All employees required to work on the recognized holidays shall be paid at a premium rate of double (2 times) their basic rate of pay, in addition to their holiday pay.

11.08 From time to time employees may be assigned to different work schedules.

(a) If a shift employee is assigned to work on a shift different from their regularly assigned shift, so that both the starting and stopping times are altered by four (4) hours or more, the employee will be paid at the rate of double (2 times) their straight time rate for the first twelve (12) hours worked under the new schedule unless the change is made:

- (i) as an accommodation to or for the convenience of the employee;

- (ii) in returning an employee to the originally assigned shift schedule which the employee worked prior to the change; if the premium pay was paid as a result of the initial change;
- (iii) when the employee returns from STD, LTD or leave of absence.

(iv) and if the new hours include the original twelve (12) hours. In this case, a change in schedule is not involved and overtime rates shall prevail.

(b) If a shift employee is required to change from their assigned work schedule to an alternate schedule, the employee shall receive thirty five (35) days' notice.

- Where the employee receives the required notice they will be paid at the rate of double (2 times) their straight time rate for the first twelve (12) hours worked under the new schedule.
- If such notice is not provided the employee will be paid at the rate of double (2 times) their straight time rate for the first thirty six (36) hours worked under the new schedule.

unless the change is made:

- (i) as an accommodation to or for the convenience of the employee;

(c) If a regular day employee is assigned to work on a schedule different from their regularly assigned schedule, so that both the starting and stopping times are altered by four (4) hours or more, the employee will be paid at the rate of double (2 times) their straight time rate for the first shift worked under the new schedule unless the change is made:

- (i) as an accommodation to or for the convenience of the employee;
- (ii) because of the permanent upgrading of the employee whose schedule is changed;
- (iii) in returning an employee to the originally assigned shift schedule which the employee worked prior to the change; if the premium pay was paid as a result of the initial change;
- (iv) and if the new hours include the original eight (8) hours. In this case, a change in schedule is not involved and overtime rates shall prevail.

In addition, if a regular day employee is assigned to night shift and works less than four (4) consecutive night shifts (1900 hrs.- 0700 hrs.) they shall be paid four (4) hours standby at straight time on the day that they are notified to return to their normal day shift.

11.09 With the approval of management, employees with the same classification or equal qualifications may exchange shifts providing such exchange does not obligate the Company to pay any overtime or premium pay which would not normally be paid.

11.10 (a) If an employee is required to work more than two (2) hours overtime before or after their normal scheduled hours of work and is not in receipt of twelve (12) hours notice prior to commencing work, the Company will provide a meal or one-half (1/2) hours pay at the Operator #2 rate in lieu thereof. The Company will make a similar provision every four (4) hours of overtime thereafter.

(b) If an employee is required to work on a day of rest without two (2) hours advance notice and work continues for a minimum of four (4) hours, the Company will provide a meal or one half (1/2) hours pay at the Operator # 2 rate in lieu thereof. If an employee's work continues more than ten (10) hours the Company will provide an additional meal or meal allowance and will make a similar provision every four (4) hours of overtime thereafter.

11.11 If an employee reports to work and is sent home before their regular scheduled shift is finished, the employee shall be paid for time worked or a minimum of four (4) hours. If the employee is called back to work within the same calendar day the employee shall receive double (2 times) the basic hourly rate for such time worked in the latter portion of the calendar day.

11.12 If an employee is required to work after the completion of their regular scheduled hours and is in the process of leaving the plant site, or is "called back", the employee shall be paid as provided in the *Article XI* or six (6) hours straight time pay, whichever is greater.

11.13 If a regular day employee is "called back" and works between the hours of 2300 hrs. and 0300 hrs., the employee shall not be required to report to work for their applicable regular shift without having eight (8) consecutive hours off the job. The employee shall not lose any time or pay as a result of this provision provided the employee returns to work on their regular shift within eight hours.

11.14 Employees required to be on standby shall receive four (4) hours of straight time pay per standby day and one (1) hour of straight time pay per partial standby day and the applicable time or callout pay as provided in Article 11.12.

Employees designated by the Company, in the Maintenance Department will be expected on weekends to be on standby as per an established schedule but no more than once in 4 weeks.

11.15 Whenever practicable, standby notice will be posted one (1) week in advance. In the event the standby is canceled after 1530 hrs. of the day prior to the day the employee is scheduled to standby, the employee shall receive four (4) hours of straight time pay in lieu of notice.

11.16 If an employee is phoned at home on a significant operational issue, they will be compensated with one (1) hour's pay at their regular rate. If the employee is

requested to wait for a response back on this advice, it may be considered as a second call. The employee will record the phone calls on their time sheets for approval by the Plant Manager on the following work day. Management reserves the right to cancel this program at any time.

11.17 Where two (2) Operator 1's (or below) are on shift together, the Operator in the Control Room (Control Room Operator/Shift Engineer) will be paid at the highest Operator rate. For greater clarity, as long as one Operator on shift is paid at the "Lead" rate, the highest rate will not necessarily apply to the Operator assuming the Control Room Operator/Shift Engineer position.

11.18 Employees temporarily required to work in a lower classification shall be paid their regular hourly rate for such time worked temporarily in the lower classification.

11.19 If the Company establishes a new job classification and sets a rate of pay not agreed to by the Union, the Union shall have thirty (30) days from the date the new classification is first posted to request negotiations of a different rate. If a different rate is negotiated, the new rate and the effective date thereof shall be included in a letter of understanding, which shall become part of this Agreement.

11.20 (a) When replacing a superintendent, an employee shall receive a rate 10% above their regular rate or the highest rate supervised, whichever is the greater. The employee stepped up would be expected to coordinate normal activities and carry out interdepartmental and/or management communications as required. The superintendent/plant manager will have the responsibility to designate who is stepped up and for how long. This premium shall not be included with the basic hourly rate when calculating overtime. For greater clarity, the 10% uplift shall only apply to regular hours. If there is a situation where OT is to be paid the 10% premium will not apply and will not be paid in any way.

(b) When an employee is requested to act as a coordinator for a special project (e.g. turnaround or major construction) they will be paid a 10% step-up rate to their regular rate while dedicated to the project. This premium will not be included with the basic hourly rate when calculating overtime. For greater clarity, the 10% uplift shall only apply to regular hours. If there is a situation where OT is to be paid the 10% premium will not apply and will not be paid in any way.

11.21 There shall be no pyramiding or duplication of premium or other pay unless specifically provided in one clause. If two (2) or more pay provisions seem to have application to the same hours worked, payment shall be made only under the applicable provision.

11.22

The Company agrees to banking of overtime.

- The implementation of a banked overtime program shall result in no additional cost to the Company.

- All overtime is eligible for banking.
- The maximum individual accumulation allowed in the bank will be 48 hours.
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- The maximum amount of banked time that may be taken off at any one time is two working days.
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- An employee is able to request a banked day within 24 hours of taking the banked time off.
- The Company may cancel an approved banked day off prior to noon of the preceding day.
- In the event that there are multiple requests for the same day off priority will be given on the basis of "first come first served".
- Regularly scheduled vacation will take priority over requests for banked time off.
- Any hours remaining in the bank at year end will be paid out at straight time and no carry over to the following year will be allowed.

11.23 For Plant Operators who work rotating shifts a formal handover must be completed. In support of this system and to compensate for the extra time taken in handover to your back to back, Operators using this system will be credited with three days of regular time and paid for such in January of the following year. Operators must be on staff at the time of the pay out to receive this benefit.

## **ARTICLE XII - STATUTORY HOLIDAYS AND VACATION PAY:**

12.01 Company recognized holidays are (1) New Year's Day; (2) Good Friday; (3) Victoria Day; (4) Canada Day; (5) Civic Holiday; (6) Labour Day; (7) Remembrance Day; (8) Thanksgiving Day; (9) Christmas Day; (10) Boxing Day; (11) Family Day; (12) one additional day to be designated annually by Plant Management. Employees who have completed thirty (30) work days and who meet the conditions herein required shall be paid holiday pay for time not worked equal to eight (8) hours pay at the basic rate shown in Appendix "A" for their regular classification. The hours paid for time not worked shall not be included in the weekly work schedule, however, if the holiday falls on a scheduled day of rest either the day preceding or following the employee's rest days shall be recognized as a holiday for the day workers only. The choice of whether the preceding or following day is to be recognized as a holiday shall be at the discretion of the Company.

To qualify for holiday pay for time not worked:

- (a) An employee must have worked the regularly scheduled day before and the regularly scheduled day after the holiday unless excused by the Plant

Manager or a person authorized by the Plant Manager to give such consent.

- (b) An employee who has had forty-eight (48) hours notice to work or who was regularly scheduled to work must work on the holiday.

12.02 Vacation will be as per Company Policy.

- (a) Vacation schedule will be posted and no changes shall be made without two (2) weeks prior notice.
- (b) Employees having one (1) to ten (10) years service shall have three (3) weeks vacation. The pay shall be based on the greater of six percent (6%) of the regular wages earned from January 1st to December 31st in the current year or three (3) weeks regular pay. For shift workers the straight time earnings on the regularly scheduled overtime day will be included.
- (c) Employees having ten (10) or more years service shall have four (4) weeks vacation. The pay shall be based on the greater of eight percent (8%) of the regular wages earned from January 1st to December 31st in the current year or four (4) weeks regular pay. For shift workers the straight time earnings on the regularly scheduled overtime day will be included.
- (d) Employees having nineteen (19) or more years service shall have five (5) weeks vacation. The pay shall be based on the greater of ten percent (10%) of the regular wages earned from January 1st to December 31st in the current year or five (5) weeks regular pay. For shift workers the straight time earnings on the regularly scheduled overtime day will be included.
- (e) Employees having twenty-five (25) or more years service shall have six (6) weeks vacation. The pay shall be based on the greater of twelve percent (12%) of the regular wages earned from January 1st to December 31st in the current year or six (6) weeks regular pay. For shift workers the straight time earnings on the regularly scheduled overtime day will be included.
- (f) When a recognized holiday falls within an employee's annual vacation, the employee shall be granted one (1) additional day's vacation to be taken immediately prior or following the vacation or one (1) day's pay in lieu thereof depending upon working conditions and schedules.
- (g) Since the purpose of annual vacations is to give an employee definite periods of rest and relaxation each year, vacation pay will not be given to employees who receive wages for other employment during their vacation period, unless such other employment has been approved in writing by Management.
- (h) For the purpose of determining vacation time and eligibility for vacation pay for employees absent on approved leave of absence for less than one (1) year for Workers' Compensation cases or illness, vacation pay for that time

shall be determined by the regular wages paid the employee during the year.

- (i) Upon termination of employment, vacation entitlement will be prorated to the month of termination

#### **ARTICLE XIII - SEVERANCE PAY:**

13.01 Employees who's jobs are declared redundant through no fault of their own and because of technological change or automation, shall be paid severance pay amounting to two (2) weeks pay, plus two (2) weeks pay for each year of service. Severance pay for a partial year of service will be calculated on a prorated basis. The above calculation shall be multiplied by 1.3 to determine the severance payment.

#### **ARTICLE XIV - HEALTH AND SAFETY:**

14.01 The purpose of this Article is to assist in promoting safe and healthful working conditions and procedures, and to encourage employees to adopt and follow sound health and safety procedures in the performance of their work. Employees shall be required to wear proper apparel to insure their own safety while working.

14.02 Both the Company and the Union recognize that a healthful and safe work environment and safe work practices are essential to the well-being of employees and for the efficient operation of the Plant.

14.03 The Company will continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. Such special protective devices and special protective wearing apparel as the Company requires to be worn and such other equipment as is, in the opinion of the Company, necessary to protect the employees from injury shall be provided by the Company and shall be worn or used by the employees.

14.04 The Company will provide first aid facilities and medical supplies in accessible parts of its premises.

14.05 The Union recognizes its responsibilities to urge employees to cooperate with the Company on all safety matters and observe safety rules.

14.06 A joint safety Committee shall be in existence. Safety inspections and meetings shall be held regularly.

14.07 The Company will advise employees and the Union of all known information on the identity of non-proprietary substances manufactured or used in the process of the Plant. Employees and the Union will also be advised of the safe handling procedures and health and safety hazards associated with these substances.



**ARTICLE XV - EXCLUSION FROM AGREEMENT:**

15.01 Students on vacation from educational institutions may be employed for periods up to six (6) months. Such temporary employees are considered to be outside the bargaining unit and the terms and conditions of this Agreement do not apply.

15.02 No temporary employees will be employed while permanent employees are on layoff.

**ARTICLE XVI - PERIOD OF AGREEMENT:**

16.01 This Agreement shall become effective on the 1st day of February, 2019 and shall remain in full force and effect until January 31, 2023 and year-to-year thereafter unless either party gives notice of its desire to terminate the Agreement or to commence negotiations to amend the Agreement. Such notice shall be given not less than ninety (90) days and not more than one hundred and twenty (120) days prior to the termination of this Agreement.

16.02 Only those employees on payroll at the date of ratification of this Agreement or hired subsequent to the date of ratification shall be subject to the terms and conditions of this Agreement.

Executed this 20<sup>th</sup> day of NOVEMBER, 2019 by the authorized representatives of the parties.

CNGOC Petroleum North America ULC      Unifor, LOCAL 1400

[Redacted signature line]

Michael Metz

[Redacted signature line]

Doug Brennan

Gordon Thompson

[Redacted signature line]

Cragg Norris

[Redacted signature line]

Darren Reichel

[Redacted signature line]

Rod Wood

**APPENDIX "A"**  
**HOURLY WAGE RATE**

<b>Job Classification</b>	<b>February 1, 2019</b>	<b>February 1, 2020</b>	<b>February 1, 2021</b>	<b>February 1, 2022</b>
<b>Power Station Operations</b>				
Lead Plant Operator	\$ 59.99	\$ 61.64	\$ 63.49	\$ 65.71
Plant Operator 1	\$ 54.55	\$ 56.05	\$ 57.73	\$ 59.75
Plant Operator 2	\$ 51.12	\$ 52.53	\$ 54.11	\$ 56.00
Plant Operator 3	\$ 49.30	\$ 50.66	\$ 52.18	\$ 54.01
Plant Operator 4	\$ 46.47	\$ 47.75	\$ 49.18	\$ 50.90
Plant Operator 5	\$ 43.29	\$ 44.48	\$ 45.81	\$ 47.41
<b>Maintenance</b>				
Lead Craftsman	\$ 59.99	\$ 61.64	\$ 63.49	\$ 65.71
Craftsman 1	\$ 54.55	\$ 56.05	\$ 57.73	\$ 59.75
Craftsman 2	\$ 51.12	\$ 52.53	\$ 54.11	\$ 56.00
Craftsman 3	\$ 49.30	\$ 50.66	\$ 52.18	\$ 54.01
Craftsman 4	\$ 46.47	\$ 47.75	\$ 49.18	\$ 50.90
	<b>February</b>	<b>February</b>	<b>February 1, 2020</b>	<b>February 1, 2022</b>
Day Shift	\$ 1.21	\$ 1.24	\$ 1.28	\$ 1.32
Night Shift	\$ 2.75	\$ 2.83	\$ 2.91	\$ 3.01
1st Class Steam	\$ 5.81	\$ 5.97	\$ 6.15	\$ 6.37
2nd Class Steam	\$ 4.56	\$ 4.69	\$ 4.83	\$ 5.00
3rd Class Steam	\$ 1.50	\$ 1.54	\$ 1.59	\$ 1.65
Dual Ticket	\$ 2.10	\$ 2.16	\$ 2.22	\$ 2.30

**Notes :**

- 1.\* For Plant Operators, a premium for regular hours of work will be paid based on the level of Power Engineering Certification held.
- 2.\* For Maintenance Craftsman, a Dual Ticket premium will be paid for regular hours of work to those holding a combination of the following provincial journeyman certifications: Millwright, Pipefitter/Steamfitter, Welder, Electrician and Instrumentation Mechanic. This premium will only be paid on condition that the holder is prepared to work in both areas.
- 3.\* Ticketed journeymen will be hired at the Craftsman 2 job classification.

## LETTER OF UNDERSTANDING

The Company will not contract out work at this location which causes the layoff of any existing employee in the bargaining unit.

In the event of technological change or the permanent closure of all or part of the plant which in the opinion of the Company will result in a permanent work force reduction of employees covered by this Agreement, the Company will:

1. Notify the Union six (6) months in advance.
2. Meet with representatives of the Union to discuss the impact of the change on the employees affected.
3. Attempt to provide other employment for affected employees who, in the opinion of Management, have the basic qualifications and aptitude to be considered for vacancies at other locations and provide training or retraining for employees placed in new jobs within the Company.
4. Provide rate protection for employees who are "downgraded" by "red circling" their rate for one year after which Management will assign an appropriate progression step for the employee.
5. Discuss relocation assistance that could be made available for employees being transferred to other locations within the Company.

## LETTER OF UNDERSTANDING

The Company will not contract out work solely to avoid replacing regular, full time vacancies in the bargaining unit. Existing practices with respect to emergency repairs, specialized or project maintenance and plant shutdowns will remain in effect

## **LETTER OF UNDERSTANDING**

During the term of the Collective Agreement, the Company agrees to contribute the sum of ninety five dollars (\$95.00) per year per regular bargaining unit employee to the Paid Education Leave ("PEL"). The Union commits to maintain the principles and governance established with the HSIRTF for administration and reporting for the PEL activities to the Company.

The parties agree the monies contributed will be used primarily in the training of Balzac Power Station employees in the areas of Health and Safety and Industrial Relations in a manner consistent with the Balzac Power Station's existing training initiatives in these areas.

Leaves of absence requests received pursuant to this Letter shall be administered in accordance with the Leave of Absence provisions in the Collective Agreement. The Union agrees to provide an annual audit of the Fund.

## **LETTER OF UNDERSTANDING**

If an employee is willing to attend a work related function on a volunteer basis outside their normal working hours, straight time pay will apply.

For work related functions deemed to be of a nature that the employee was required to be in attendance for training or other company requirements, current overtime rate would apply.

Employee to be informed of pay rate prior to attending any of the above functions.

## **LETTER OF UNDERSTANDING**

The Company undertakes for the life of the current collective agreement, it will abide by Section 44 of the Labour Relations Code of Alberta, as it exists at the writing of this letter.