

# COLLECTIVE AGREEMENT

2021- 2023

*between*



ATCO Natural Gas

*and*



# ATCO Natural Gas Human Resources

General Inquires                  780-420-3528  
Fax Number                            780-420-7452

## NATURAL GAS EMPLOYEES' ASSOCIATION DIRECTORY

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## **AGREEMENT**

THIS AGREEMENT made as of the 1st day of January A.D., 2021

**BETWEEN:**

**ATCO Gas and Pipelines Ltd.**

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

OF THE FIRST PART,

AND

**NATURAL GAS EMPLOYEES' ASSOCIATION,**

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

OF THE SECOND PART.

Whereas the Corporation is a public utility engaged in the business of transporting, distributing and delivering  
energy to our customers within the Province of Alberta

AND

Whereas, by Certificate No. C1851-2020 (hereinafter called "the Certificate") dated the 9th day of November A.D.  
2020 and issued by the Alberta Labour Relations Board (hereinafter called "the Board") and made pursuant to the  
provisions of the Alberta Labour Relations Code, the Association has been certified as the bargaining agent for a  
unit of employees of the Corporation, comprising:

“All employees subject to the agreement between the parties as outlined in Appendix H.”

## **SPIRIT OF AGREEMENT**

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

AND

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

AND

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

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

AND

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

AND

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

## **NOW THIS AGREEMENT WITNESSETH:**

### **ARTICLE 1.00 TERM OF AGREEMENT AND COLLECTIVE BARGAINING**

- 1.01** The term of this Agreement is from January 1, 2021 to December 31, 2023 and from year to year thereafter, unless notice of intention to negotiate a replacement agreement is given, as required by Article 1.02. All articles in this agreement are effective January 1, 2021, unless specified otherwise.
- 1.02** If either the Corporation or the Association wishes to negotiate a new Collective Agreement to replace this Agreement, it must give the other party written notice not more than one hundred and twenty (120) days, not less than sixty (60) days prior to the last day of this Agreement as provided under Article 1.01 above.
- 1.03** If either party gives notice under Article 1.02 of their intention to negotiate a new Collective Agreement to replace this agreement, the parties shall meet and exchange proposals in accordance with Part 2, Division 10 of the Alberta *Labour Relations Code*.
- 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 agreement and until a new Collective Agreement is established.
- 1.05** If negotiations reach an impasse, the parties shall establish a new Collective Agreement to replace this agreement through Contract Arbitration (voluntary interest arbitration) in accordance with Article 36.00 of this agreement and Part 2, Division 15 of the Alberta *Labour Relations Code*. For the purposes of section 93 of the Alberta *Labour Relations Code*, this Article 1.05 constitutes written agreement between the parties to refer matters in dispute to a voluntary interest arbitration board.
- 1.06** Prior to the convening of an arbitration board hearing under Article 36.00, the parties will complete their respective ratification processes, if any, to confirm which terms of the Collective Agreement that have been finally resolved in bargaining.

### **ARTICLE 2.00 APPLICATION AND RECOGNITION**

- 2.01** This Agreement shall apply with respect to all of the Corporation's employees comprised within the bargaining unit prescribed by the Alberta *Labour Relations Board Certificate* No. C1851-2020 or said certificate as it may be amended from time to time.
- 2.02** The Corporation recognizes the Association as the exclusive bargaining agent for all employees as defined in the Alberta *Labour Relations Board Certificate* as referred to in Article 2.01 or said certificate as it may be amended from time to time.
- 2.03** It is agreed that Casual employees shall not be included within the scope of this Agreement. A Casual employee is defined as an employee who works on a call-in basis and does not work more than 1392 regular hours within any twelve (12) calendar month period.
- 2.04** In reference to approvals and meetings with Vice Presidents, where no Vice President of the division exists, the most senior level management representative within the division shall be substituted.



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

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

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

**3.03** (a) A Probationary employee shall be either a new employee or a Temporary employee appointed to a permanently established position, for whom there shall be a one hundred and eighty (180) calendar day trial period, during which period employment may be terminated at Management's discretion.

(b) A Temporary employee who is awarded a permanent position in the same job class shall be credited with fifty (50) percent of the continuous time worked to a maximum of ninety (90) calendar days towards the trial period.

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

**3.04** A Temporary employee is an employee who is engaged in work that is not of a permanent or continuing nature. A Temporary employee shall not work more than 540 continuous calendar days, except when the Temporary employee is hired to accommodate maternity leave, adoption leave, parental leave, sick leave and Workers' Compensation Board situations where the maximum will be nine hundred (900) days. The Corporation undertakes to notify the Association in writing of the names of employees hired in this category, upon hiring.

b) The Corporation may request an extension of an extra 190 days to increase the maximum from 540 days up to a maximum of 730 days which will not be unreasonably denied by the Association.

If the Temporary employee has worked over 365 calendar days, any break from the Company must be ninety (90) calendar days in length before being rehired into another temporary position. In no case may a Temporary employee work a two (2) year period without a ninety (90) calendar day break in service, unless an extension is granted as per 3.04 b).

## **ARTICLE 4.00      RIGHTS OF MANAGEMENT**

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

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

(a) Maintain order, discipline and efficiency,

(b) Make and alter, from time to time, rules and regulations to be observed by the employees, provided that such rules and regulations are not inconsistent with this Collective Agreement,

- (c) Determine job content, create and abolish jobs,
- (d) Hire, promote, transfer, retire, lay off because of lack of work, recall from lay off, demote (for reasons other than just cause), subject to the terms of the Collective Agreement,
- (e) Demote, discipline, suspend or discharge for just cause.
- (f) Has the right to coach, mentor and encourage diversity and equitable opportunities.

## **ARTICLE 5.00 HARASSMENT AND DISCRIMINATION**

- 5.01** The Corporation and the Association will make every reasonable effort to ensure that employees are able to work in a positive and safe work environment free from violence and harassment, and where conduct is guided by principles of dignity and respect.
- 5.02** The Corporation and the Association shall not discriminate against an employee on any basis prohibited by the *Alberta Human Rights Act*.
- 5.03** The Corporation shall not discriminate against any employee because of the employee's connection with the Association or the employee's activities related thereto which are permitted by the Corporation, sanctioned by the terms of the Agreement or are in accordance with those rights and privileges defined in the *Labour Relations Code* or the *Employment Standards Code*, nor shall the Association discriminate against any employee because of their non-membership in the Association or in accordance with those rights and privileges defined in the *Labour Relations Code* or the *Employment Standards Code*.

## **ARTICLE 6.00 MANAGEMENT RESPONSIBILITY AND EMPLOYEE RIGHTS**

- 6.01**
- (a) The Corporation recognizes the right of any employee to be represented by the Association at any meeting with the Corporation. Where an Association Executive or Councilor is not available, an In-Scope Association employee designate may be substituted. The employee is responsible for requesting representation.
  - (b) Notwithstanding Article 4.02 (e) an employee, when required to meet with a representative of the Corporation for the purpose of a formal investigation or having formal discipline applied involving written reprimand, suspension, reduction of pay, demotion or discharge, is entitled to have an Association representative present during such a meeting, should they so desire. Where an Association representative is not available, the appropriate employee designate may be substituted. A formal investigation is defined as a preplanned scheduled meeting.
  - (c) Wherever possible, the Corporation shall inform the employee prior to such a meeting taking place, however, should the representation referred to above be unavailable, the Corporation shall not be prevented from proceeding with investigations or taking disciplinary action.
  - (d) The Corporation shall forward copies of formal disciplinary letters to the Association.
  - (e) An employee who has been subjected to disciplinary action may request their disciplinary letter be removed from their employee file after twenty-four (24) months of continuous service

from the date the disciplinary action was issued. Granting requests will be based on:

- i. The employee's record remaining free of discipline over that time,
- ii. The disciplinary action not being the subject of an unresolved grievance, and
- iii. This request will not be unreasonably denied but will be at Management's discretion.
- iv. Two-year timeframe commences effective upon ratification of the Collective agreement

**6.02** Management and Employees of the Corporation will be aware of the Collective Agreement.

## **ARTICLE 7.00 GRIEVANCE PROCEDURE**

**7.01** The Corporation and the Association both agree that the settlement of any difference, arising out of the terms of this Agreement regarding the interpretation, application, administration and any alleged violation of the Agreement shall be accomplished as described below in this article. Pending an investigation and possible settlement of the difference the employee shall meanwhile faithfully perform the duties assigned to them by the Corporation.

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

In the event that a difference occurs between the Corporation and one or more members of the bargaining unit and for Job Notice selection differences only, members as defined in the Alberta Labour Relations Board Certificate No. C1851-2020, regarding the interpretation, application, administration or any alleged violation of this Agreement and not otherwise, the following procedure of settlement shall be followed:

- Step 1**
- (a) The employee concerned, with or without the assistance of an Association representative, shall first seek to settle the difference in discussion with the Supervisor before a grievance is filed.
  - (b) In the case of a job posting, promotion or transfer, the Supervisor referred to in (a) above, shall be deemed to be the Supervisor who conducted the interview relative to the posting. An unsuccessful applicant may request the reason(s), in writing, for not being selected.

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

- (i) the nature of the grievance, date of occurrence and the circumstances out of which it arose;
- (ii) the remedy, or correction, the Corporation is required to make;
- (iii) the section, or sections, of the Agreement claimed to have been violated or infringed upon.

The grievance shall be submitted to the Manager of Human Resources affected within ten (10) days of the act causing the grievance. The Vice President of the division shall arrange for a meeting with the grievor and not more than two (2) representatives of the Association and may request that other employees attend if necessary. In any event, the

Vice President of the division shall make the decision known in writing to the Association and the grievor within ten (10) days of receipt of the written grievance. Where no Vice President of the division exists, the most senior level management representative within the division shall be substituted.

**Step 3**

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

**Step 4 (a)** Should a majority of the Grievance Committee fail to agree upon a settlement, the grievance may be referred to the officer next senior to the officer referred to in Step 2, in writing, by the Association within six (6) days of receipt of the reply in Step 3. This officer shall make the decision known in writing to the Association within ten (10) days of receipt of the grievance.

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

**Step 5**

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

**7.03**

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

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

Discharge grievances shall start on Step 3 and must be made within ten (10) days of a discharge.

#### **7.04 The Processing of an Association or Corporation Grievance**

Any difference arising between the Association and the Corporation from the interpretation, application, administration or alleged violation of the provisions of this Agreement may be submitted in writing by either the Association or the Corporation to the other within ten (10) days of the matter arising or coming to the attention of the party concerned, with opportunity for oral discussion between the representatives of the Association and the appropriate officials of the Corporation. Failing settlement, either the Corporation representative with whom the matter was so discussed, or the Association, may require a meeting between such Corporation representative or such other senior official in the Corporation as the Corporation may designate for this purpose, and a representative or designated committee of the Association to discuss the matter. If the matter in dispute is settled, a representative of the Corporation and a representative of the Association shall sign a Memorandum of Settlement, but if the matter is not satisfactorily adjusted within a period of fifteen (15) days from the date when the grievance was filed, either party may notify the other party of the desire to submit the matter to arbitration and in such event, the provisions of Article 7.05 - Arbitration shall apply.

#### **7.05 Arbitration**

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

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

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

#### **7.06 General**

- (a) The time limits expressed in the foregoing sections 7.02, 7.03, 7.04 and 7.05 shall be exclusive of Saturday, Sunday and holidays.
- (b) Should the Employee or the Association fail to comply with any time limit in the grievance procedure, the grievance will be considered to be abandoned, unless the Parties have mutually agreed in writing to extend the time limits.

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

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

## **ARTICLE 8.00 CONTINUITY OF SERVICE**

- 8.01** The Association and the Corporation recognize their respective and unusual responsibility to the public and the members thereof constantly being served by the Corporation and therefore pledge that there shall be no strike, lockout, work slow-down, or any other type of organized interference during the currency of this Agreement.

## **ARTICLE 9.00 ASSOCIATION DUES**

- 9.01** All employees now members of the Association, and all employees eligible to become members of the Association shall pay bi-weekly to the Association, monies equal to the established dues of the Association as a condition of continued employment; such dues shall be deducted bi-weekly by the Corporation from the employee's pay and remitted to the Association within fifteen (15) calendar days following the deduction. The Corporation shall, when remitting such dues, provide the names and classifications of employees from whose pay such deductions have been made. The payment of dues does not require the employee to become a member.

## **ARTICLE 10.00 SALARY SCHEDULES, NOTES AND APPENDICES**

- 10.01** The provisions set forth in the applicable schedule, together with Notes applying to these Schedules, and Appendices respectively annexed hereto, are hereby incorporated into and made part of this Agreement and shall apply for so long as this Agreement remains in force and effect. Further, any changes to the Agreement or Addendums as mutually agreed to and signed by both parties shall be attached to and form part of this Agreement.

All salary and premium rates effective January 1, 2023 reflect 1.75.% economic increase.

## **ARTICLE 11.00 NOTICES**

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

### Corporation

- Manager, Human Resources, ATCO

### Natural Gas Employees' Association

- Business Agent
- President

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

**11.03** Each notice e-mailed as per Article 11.01 shall be deemed to have been received and the particular notice given, upon the expiration of two (2) clear days excluding Saturdays, Sundays and holidays next following the date of such mailing.

## **ARTICLE 12.00 HEADINGS**

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

**12.02** Wherever the singular or the masculine pronoun is used throughout this Agreement, the same may be construed as plural and shall not be construed as gender-specific.

## **ARTICLE 13.00 JOB CLASSIFICATION**

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

**(b)** When significant differences or changes in job content affect the existing job classifications to the extent that the Corporation or the Association or employee(s) require/request the job be re-evaluated, the following procedure shall be followed:

**(i)** Should a written request for re-evaluation of a job classification be initiated by the Association or an employee (where such evaluation is initiated by an employee, a copy of the request must be filed with the Association) the Corporation shall proceed with the re-evaluation within thirty (30) calendar days of receipt of the written request. The Corporation shall complete the re-evaluation request as soon as possible but not later than ninety (90) calendar days upon receipt of the written request for review. Within five (5) working days of the completion of any evaluation the Corporation shall notify the Association the results of the evaluation. If the re-evaluation results in a reclassification or new classification to a higher wage group, the reclassification or new classification shall be retroactive to the date the Corporation received the written request for review.

**(ii)** In the event that the job content of a classification is changed, and the Corporation proceeds to re-evaluate the job and should the re-evaluation result in a reclassification to a higher job group, it shall be retroactive to the date of the most recent job description as duly approved by the Vice President of the Division.

**(iii)** On re-evaluation to a higher wage group, the employee concerned shall be placed in that position within the new range which reflects an increase in salary which is either one increment in the range from which the employee was evaluated or the top of the new

range, whichever is the lesser. In any event this shall be at least to the bottom of the new range. Notwithstanding the foregoing, in the event that an employee's present wage is red circled and is administered in the new or a higher salary range, such employee shall not be eligible for an increase in salary.

(c) Should any dispute arise between the Corporation and the Association regarding the evaluation and setting the wage rate of a new job classification or the evaluation of an existing job classification, such dispute shall be submitted by the Association to the Manager, Human Resources within forty-five (45) calendar days of receipt of notification to the Association. Such dispute shall be settled by adopting the following procedure:

(i) A Board of four (4) persons will be established to attempt to resolve the dispute. Two (2) representatives will be appointed by the Corporation and two (2) representatives will be appointed by the Association, each of the four (4) having one equal vote. Every effort should be made to resolve the dispute within ten (10) working days of the Board's appointment. In the event that the dispute remains unresolved forty-five (45) calendar days after receipt of the written request for review, as specified in 13.01 (c) above, the following method of settlement shall be adopted:

(ii) The Corporation and the Association shall jointly submit the dispute to one (1) Appointee qualified in wage determination and administration within fourteen (14) calendar days of the matter being referred to in 13.01 (c) (i) above. In the event that the Corporation and the Association cannot agree on an Appointee, they shall request the Minister of Human Resources and Employment for the Province of Alberta to make the appointment.

The Appointee shall meet and hear all pertinent matters and render a decision within twenty-one (21) calendar days from being appointed. The decision shall be final and binding upon such parties.

(iii) In the event that either party fails to process the dispute within the aforementioned times, that party shall be deemed to have conceded the dispute in favor of the other party.

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

**13.03** The Corporation undertakes to inform the Association, in writing, when an employee is placed in another job classification. This will not be necessary in the case of progression jobs.

**13.04** Job descriptions shall be established for each job classification and issued to the Association and the employee; further, where such job descriptions are changed, the changed description shall be issued upon completion to the Association and the affected employee within fourteen (14) calendar days of the changes being affected. The job descriptions issued by the Corporation to the Association are the property of the Corporation and are not for release by the Association to others outside the organization without the permission of the Manager, Human Resources.

**13.05** During the annual performance review the supervisor shall review the job description with the employee. Significant changes to the employee's job description identified during the annual performance review will be forwarded before the expiration of forty-five (45) calendar days by the employee's Vice President of the Division to the Human Resources Department. Written confirmation of the results of the review shall be forwarded from the Human Resources Department to the employee and the Association within forty-five (45) calendar days from the receipt from the Vice President of the



Division. If a change in classification results from the above it shall be effective on the date of the most recent job description as duly approved by the Vice President of the Division.

- 13.06** In the event that an evaluation or re-evaluation of a position results in reclassification or new classification to a lower wage group, the employee(s), as the case may be, from the date of retroactivity shall have their present wage rate red circled until such point in time as the employee(s) wage rate fits the wage range or the applicable time periods have expired (Refer to Note 7.), whichever comes first.
- 13.07** Notwithstanding Article 13.01 (a), (b) and (c), the parties may mutually agree in writing to an extension of the time limits stated.
- 13.08** Where no Vice President of the division exists, the most senior level management representative within the division shall be substituted.

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

- 14.01** (a) In the event that a permanent job becomes vacant, or a new permanent job is established, within the scope of this Agreement, a Job Notice shall be posted electronically for a period of not less than ten (10) working days. The Job Notice shall be determined within twenty-five (25) working days from the expiry date of the Job Notice. All Job Notices shall contain educational and experience requirements.
- (b) The Corporation undertakes to inform the Association when a permanent job will not be filled within one hundred eighty (180) days.

**14.02** The following permanent jobs need not necessarily be posted:

Administrative Support  
Junior Draftsperson

To support diversity and better serve our communities, the Corporation may choose to hire without a posting upon agreement from the Association.

- 14.03** (a) No more than three (3) postings shall be required in any one (1) sequence. The Corporation may then determine whether to continue the posting procedure or appoint from existing staff within the Corporation. If appointment is made, without posting, it shall be made on the basis of the criteria of selection as outlined in this Article.
- (b) Where a position is posted and a subsequent posting for the same job in the same region is to be filled within thirty (30) days of the original posting, the Corporation may award to the next qualified candidate from the original competition.
- 14.04** (a) Applications in writing will be received from all employees as defined in the Alberta Labour Relations Board Certificate No. C1851-2020 interested in applying for such posted jobs. Copies of such applications shall be forwarded by the employee to the Association. All applicants meeting qualification requirements as stated in the job posting, shall be interviewed, except;
- (i) Where an employee's performance is currently being monitored under a formal Performance Management Plan, or
- (ii) Those specifically identified in Article 14.05.

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

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

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

In the event that an employee's application was not considered by the Corporation, the Corporation shall communicate in writing to the employee the reason(s) why the application was not considered. For the purpose of this Article, a position with a higher calculated hourly rate of pay shall be considered as a promotion. In the case of progression positions, the calculated hourly rate of pay of the position of automatic progression shall be utilized to determine whether or not a promotion is involved. In the event there is no applicant suitable for the job posted, the Corporation reserves the right to hire an applicant not included in the bargaining unit certificate referred to in Article 14.04.

**14.06** When making promotions or transfers, the above outlined procedure and criteria of selection shall apply and when the overall assessment, based on the above stated factors, is equal for two (2) or more of the applicants, the applicant with the greater length of continuous service shall be selected for the posting.

- 14.07**
- (a) When promotion occurs, the employee concerned shall be placed in that position within the new range which reflects an increase in salary which shall be no less than one increment in the range from which the employee was promoted or to the top of the new range, whichever is the lesser.
  - (b) Notwithstanding the foregoing, in the event that an employee's present wage is red circled and is administered in the new or a higher salary range, such employee shall not be eligible for an increase in salary.

**14.08** When an employee is transferred by the Corporation from probationary to permanent staff, or from temporary to probationary or permanent employment in related work; or from one permanent to another permanent staff position (provided such transfer does not result from demotion for just cause, or assignment to a lower classification to provide continued employment), the employee's rate of pay shall not be reduced.

**14.09** Notwithstanding the foregoing, if a Permanent employee is accepted under a posting for a lower level job or is transferred at the employee's request, the employee's salary will not be reduced below Step 3 of the new salary range.

**14.10** Unless the date of transfer is specified on the job posting, the successful candidate shall be transferred to the new position within six (6) weeks of being notified by the Corporation of the selection. Where a promotion is involved, the successful candidate's new rate of pay shall come into effect on the day of transfer or six (6) weeks after being notified, if the transfer is delayed by the Corporation.

- 14.11** Notwithstanding the provisions of Article 14.01, by mutual agreement in writing between the Association and the Corporation, vacant permanent positions or new permanent positions may be filled without posting a Job Notice. It is clearly understood that in such cases the provisions as stated in Article 14.05(a) and 14.05(b) shall not be applicable to employees transferred from one position to another without a posting regarding their consideration for all future Job Notices.
- 14.12** Notwithstanding Article 14.01, if a job evaluation results in a reclassification, a Job Notice is not required when the employee occupying the job obtained the job by posting or by waiver.
- 14.13**
- (a) An employee who is accepted under a posting may be placed under a review period by the Corporation for up to three (3) months with Vice President approval. If during the review period the Corporation or the employee determines that the employee is unsuitable for the job, the employee shall be reinstated in the permanent position they occupied prior to the review period.
  - (b) When an employee is accepted under a posting, the employee may request to be placed under a review period for up to three (3) months. The request shall be submitted in writing within ten (10) days of the employee being awarded the position and must be approved by the Vice President of the affected division. If during the review period the Corporation or the employee determines that the employee is unsuitable for the job, the employee shall be reinstated in the permanent position they occupied prior to the review period. Where no Vice President of the Division exists, the most senior level management representative within the division shall be substituted.
  - (c) An employee affected by Article 14.13(a) or 14.13(b) will have their pre-review period salary reinstated.
  - (d) Notice will be given to the Association prior to an employee being placed under a review period. Notice will also be given to the Association before an employee under a review period is reinstated to the employee's prior position by Article 14.13(a) or 14.13(b).

## **ARTICLE 15.00 HOURS OF WORK AND OVERTIME**

- 15.01**
- (a) For all non-shift eight (8) hour employees a normal day's work shall be eight (8) hours between the hours of 0700 and 1900. A lunch period of at least one-half ( $\frac{1}{2}$ ) hour to a maximum of one (1) hour shall be observed. The normal work week shall consist of forty (40) hours worked in any five (5) consecutive days, Monday through Saturday inclusive. However, where the requirements of the service demand it, the work week may be any five (5) days during the week. The Corporation undertakes to give employees affected seventy-two (72) hours' notice of a change in the work week or commencement time of work, failing which, the Corporation shall pay the employee the applicable overtime rate for the day worked.
  - (b) For all non-shift seven and one-half ( $7\frac{1}{2}$ ) hours employees, a normal day's work shall be seven and one-half ( $7\frac{1}{2}$ ) hours between the hours of 0700 and 1900 with a lunch period of one (1) hour. The lunch period may be reduced to one-half ( $\frac{1}{2}$ ) hour if mutually agreed between the employee and the Supervisor. The normal work week shall consist of thirty-seven and one-half ( $37\frac{1}{2}$ ) hours Monday through Friday inclusive. The Corporation undertakes to give employees affected seventy-two (72) hours' notice of a change in the work week or commencement time of work, failing which, the Corporation shall pay the employee the applicable overtime rate for the first day worked.

- (c) Notwithstanding the foregoing, a compressed work week may be implemented under the conditions outlined in Appendix F.
- (d) Notwithstanding, 15.01(a), a schedule may be implemented in crisis circumstances as outlined in Appendix D.

- 15.02**
- (a)
    - (i) Eight (8) hour shift employees shall be deemed to be employees who are required to work a regularly scheduled rotating two-shift or three-shift system. Shift employees shall be subject to an eight (8) hour day, and an average forty (40) hour week, and the schedules of shift work shall be posted in advance by the Corporation.
    - (ii) Seven and one-half (7½) hour shift employees shall be deemed to be employees who are required to work a regularly scheduled rotating two-shift or three-shift system. Shift employees shall be subject to a seven and one-half (7½) hour day, and an average thirty-seven and one-half (37½) hour week, and the schedules of shift work shall be posted in advance by the Corporation.
  - (b) Where the work requirements necessitate, the Corporation may institute a regularly scheduled two-shift or three-shift system. Shifts are defined as a rotating schedule used for continuous coverage (eg: twenty-four hours, seven (7) days a week) with extended hours outside the normal hours of work as outlined in Article 15.01. The Corporation, five (5) working days prior to the implementation of such shift schedule, shall meet with the Association and provide the Association with the reason(s) necessitating the implementation of the shift.
  - (c) The Corporation undertakes to give the employees affected seventy-two (72) hours' notice of a change in the shift rotation, failing which, the Corporation shall pay the employee the applicable overtime rate for the first shift worked.

**15.03** Overtime shall mean any work performed outside of the normal hours of work as defined in Articles 15.01 and 15.02. Whenever practical, overtime will be offered on a fair and equal basis to qualified employees. Exceptions include emergency situations and high risk or complex jobs.

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

- (a) All hours worked in excess of the normal hours of work as defined in 15.01 and 15.02 shall be paid at two times (2X) the applicable salary rate.
- (b) For purposes of calculating the overtime rate, the rate for specialized work, as described in Article 22.01 Temporary Change of Duties shall be taken into account.

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

- (c) Notwithstanding Article 15.03, payment of overtime to shift employees who work according to a two-shift or three-shift schedule rotating both as to time of day and day of week and who work an average of forty-two (42) hours per week shall be in the form of a shift bonus. The shift bonus shall be calculated on a bi-weekly basis to compensate at applicable overtime rates for loss of holidays and for the two (2) hours extra that are worked in an average week. Employees receiving a non-permanent shift bonus shall be paid only for shifts actually worked and for vacation.

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

**15.06** (a) An employee who, as a result of a callout, works at any time between eight (8) hours prior to the start of the next regular scheduled shift and three (3) hours before the start of their next regularly scheduled shift is entitled to have eight (8) consecutive hours of rest beginning at the end of the work for which the employee was called out. It is clearly understood that the purpose and the intent of the foregoing and the remainder of 15.06 (b) and (c) is a safety issue the primary consideration being the employee's fitness to perform work. Therefore, any contact to the employee by the Corporation during this rest period will be considered a callout.

(b) An employee working sixteen (16) or more hours in any twenty-four (24) hour period shall be allowed eight (8) consecutive hours of rest at no loss of wages before reporting for duty again.

(c) Notwithstanding Article 15.06 (a) and (b), in emergency situations, the employee may be called back to work with additional straight time pay.

**15.07 Banked Hours**

(a) Employees shall be allowed to bank overtime pay in hours, up to a maximum of five (5) regular days at any given time and a cumulative total of ten (10) days within a calendar year.

(b) Employees shall provide their immediate Supervisor with at least ten (10) working days' notice when requesting time off. The immediate Supervisor shall approve or deny as soon as possible but not later than four (4) working days prior to the requested time off. In a calendar year, a maximum of ten (10) regular days' only can be removed from banked hours for time off purposes.

(c) Notwithstanding Article 15.07 (b), it is clearly understood that such requests are subject to the employee receiving the prior approval of their immediate supervisor and providing such scheduling does not unduly interfere with efficiency or incur overtime.

(d) Employees will not take banked days off until all eligible vacation days have been scheduled. Any banked hours remaining on December 31 shall be paid out to the employee.

**15.08** In the event that training courses scheduled during the normal working day extend beyond the normal working day, the employee shall be paid at the applicable overtime rate for each additional hour associated with the training course beyond the normal working day.

**15.09** (a) By mutual agreement between the employee and supervisor, the normal day's work, for an eight (8) hour employee, on a long-term basis may be rescheduled outside the hours referred to in Article 15.01 (a) or Article 15.02 (a)(i), if applicable, without incurring any overtime payment for the first eight (8) hours worked or increased shift differential payment. It is understood that upon thirty (30) calendar days' written notice, either the supervisor or employee may terminate such an agreement.

(b) By mutual agreement between the employee and supervisor, the normal day's work, for a seven and one-half (7½) hour employee, on a long term basis may be rescheduled outside the hours referred to in Article 15.01 (b) or Article 15.02 (a)(ii), if applicable, without incurring any overtime payment for the first seven and one-half (7½) hours worked or increased shift

differential payment. It is understood that upon thirty (30) calendar days' written notice, either the supervisor or employee may terminate such an agreement.

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

**15.11** **Daylight Saving Time**

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

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

**ARTICLE 16.00 CALL OUT**

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

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

**16.03** When employees are called out for work they are deemed to be on duty for the minimum specified period or until the work for which they have been called out has been completed. Further calls received during this period shall be considered a continuation of the initial call and shall not be subject to call out pay.

**16.04** (a) When employees are required to continue working in excess of two (2) hours beyond the normally scheduled quitting time, the employee will be provided with a reasonable meal in the third (3<sup>rd</sup>) hour and every four (4) hours thereafter, as arranged by the Corporation. If the employee does not leave the work site and the meal break does not exceed one-half (1/2) hour, and the work continues after the meal break, the meal break will be considered as time worked at the applicable overtime rate.

(b) Without limiting 16.04 (a), when an employee is called out for work, the Corporation shall provide them with a reasonable meal in the fifth (5<sup>th</sup>) hour and every four (4) hours thereafter, as long as work continues after the meal break. If the employee does not leave the work site and the meal break does not exceed one-half (1/2) hour and the work continues after the meal break, the meal break will be considered as time worked at the applicable overtime rates. A practical application of the above arrangements may be made in the case of people working in the Agencies.

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

**ARTICLE 17.00 SHIFT DIFFERENTIAL**

**17.01** Shift differential is applied per Article 15.02. A shift differential shall be paid to shift employees for all hours of work defined in 17.02.

**17.02** An eight (8) hour shift employee working between 1600 to 0700 hours, Monday through Saturday, and for all hours worked on a Sunday shall be paid an hourly differential as follows:

<b>2021</b>	\$2.54
<b>2022</b>	\$2.54
<b>2023</b>	\$2.58

A seven and one-half (7½) hours shift employee working between 1600 to 0700 hours, Monday through Friday, and for all hours worked on a Saturday or Sunday shall be paid an hourly differential as follows:

<b>2021</b>	\$2.54
<b>2022</b>	\$2.54
<b>2023</b>	\$2.58

**17.03** Payment of a shift differential is subject to the following conditions:

- (a) A shift differential shall be paid only for the employee's scheduled shifts actually worked.
- (b) A shift differential shall not be paid for any hours of work which are paid for on an overtime basis.
- (c) Any job scheduled in advance for off-normal hours requires scheduling for at least three (3) consecutive days to be considered as a scheduled shift.
- (d) A shift differential shall not be paid for employees whose work week is five (5) consecutive days and their hours of work fall within the normal day's hours of work as outlined in Article 15.01.
- (e) Shift differential applies to employees in Schedule 30.

**ARTICLE 18.00 HOLIDAYS**

**18.01** (a) All employees covered by this Agreement shall receive a regular day's pay for the holidays listed below:

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

- (b) If the Province of Alberta removes the designation of Alberta Family Day as a statutory holiday during the term of this agreement, then Alberta Family Day will be removed from the list of holidays in sub-clause (a).

**18.02** In addition, one (1) Civic Holiday will be recognized and observed by the Corporation, but only in the communities in which it is officially declared and shall apply to all employees regularly based in the community, provided, however, that no employee shall forfeit their entitlement to a Civic Holiday or shall be granted more than one (1) Civic Holiday in any calendar year.

**18.03** Vacation pay eligibility will follow the *Alberta Employment Standards Code*.

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

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

**(b)** Notwithstanding 18.05(a), where an employee's regularly scheduled work week includes Saturday, except for employees covered by non-bonus shift workers, should one of the recognized holidays fall on a Sunday, the next scheduled working day shall be observed as the holiday.

**18.06** Notwithstanding the foregoing, excepting for employees covered by non-bonus shift workers, if Christmas Day falls on either a Saturday or Sunday and is observed on the Monday, Boxing Day shall be observed on the Tuesday or in accordance with 18.05(a) or (b).

**18.07** If a holiday as provided by Section 18.01 falls on a regular day off of an employee covered by a non-bonus shift worker, the employee shall be granted a day off in lieu of such holiday.

**ARTICLE 19.00 ANNUAL VACATIONS**

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

**VACATION ENTITLEMENT TABLE**

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



**VACATION ENTITLEMENT REFERENCE TABLE**

Year Hired	4 Weeks as of January 1	5 Weeks as of January 1	6 Weeks as of January 1
1997	n/a	n/a	2021
1998	n/a	2014	2022
1999	n/a	2015	2023
2000	n/a	2016	2024
2001	n/a	2017	2025
2002	n/a	2018	2026
2003	n/a	2019	2027
2004	n/a	2020	2028
2005	n/a	2021	2029
2006	n/a	2022	2030
2007	n/a	2023	2031
2008	n/a	2024	2032
2009	2016	2025	2033
2010	2017	2026	2034
2011	2018	2027	2035
2012	2019	2028	2036
2013	2020	2029	2037
2014	2021	2030	2038
2015	2022	2031	2039
2016	2023	2032	2040
2017	2024	2033	2041
2018	2025	2034	2042
2019	2026	2035	2043
2020	2027	2036	2044
2021	2028	2037	2045
2022	2029	2038	2046
2023	2030	2039	2047

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

In subsequent calendar years after calendar year of hire, vacation accrual shall be based on length of service and shall be renewed as of January 1<sup>st</sup> of each subsequent calendar year. It is understood that the yearly vacation days/year entitlement is not fully earned until December 31<sup>st</sup> of each calendar year of employment. In the year in which an employee qualifies for increased vacation entitlement, the accrual rate is effective January 1<sup>st</sup> of that calendar year. It is understood that the increased vacation days/year entitlement is not fully earned until December 31<sup>st</sup> of the calendar year of qualification for increased vacation entitlement. A Permanent or Probationary part-time employee is entitled to annual vacation with regular pay on a pro-rated basis. A Permanent part-time employee is paid vacation pay for hours worked in excess of the employee's normal hours; however, vacation pay does not apply on overtime hours where premium overtime rates apply.

- 19.02** The expectation is that every effort will be made by the employee to use their current year accrued vacation by December 31. Vacations may be taken at any time during the calendar year. A maximum of five (5) days can be carried over up to March 31 of the following year by mutual agreement between the employee and the supervisor provided, however, that vacation scheduling is arranged to suit the work schedules of the Corporation.
- 19.03** In the event that a recognized holiday falls within the annual vacation period of any employee other than one eligible to receive the Shift Bonus, such period shall be increased by one (1) day or one (1) subsequent day with supervisory approval for each of the holidays so affected.
- 19.04** Sick leave shall not be deemed to have broken the continuity of employment for purposes of establishing vacation entitlement.
- 19.05** For purposes of this Agreement, one (1) week's vacation shall be deemed to be five (5) working days.
- 19.06** Subject to vacation scheduling under Article 19.04 and at the written request of an employee, the Corporation may grant the annual vacation to which the employee is entitled in periods of not less than one (1) day subject to receiving the prior approval of their immediate supervisor and providing such scheduling does not unduly interfere with efficiency or incur overtime.
- 19.07**
- (a) An employee who has been absent from work for one of the following reasons shall accrue vacation as outlined:
    - (i) Disability Leave and Work-Related Injury Leave - vacation accrual continues during short term disability leave or work-related injury leave lasting fewer than twenty-six (26) weeks
    - (ii) Leave with Pay – vacation accrual continues.
  - (b) Notwithstanding the provisions of Article 19.04 and Article 19.07 (a), an employee who has been absent from work for one of the following reasons shall not accrue vacation:
    - (i) Disability Leave and Work-Related Injury Leave lasting greater than greater than twenty-six (26) weeks – vacation accrual does not continue.

(ii) Leave without Pay – vacation accrual does not continue.

**19.08** For the purposes of this Article, regular pay shall take into account Article 15.04 (c).

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

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

**ARTICLE 20.00 TRAVEL TIME AND EXPENSES**

**20.01** (a) In the event that an employee is required by the Corporation to travel outside of the employee’s normal daily hours of work, such employee shall be paid travelling time at the applicable overtime rate of pay for the actual period of time required to travel.

(b) Notwithstanding the above, the decision to home-base employees will be based on mutual benefit to the employee and the Corporation and consider balancing travel time to and from the worksite.

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

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

<b>Days Away</b>	<b>Effective January 1, 2021 to December 31, 2022</b>	<b>Effective January 1, 2023</b>
1 TO 49	\$8.60 per day	\$8.75 per day
50 TO 99	\$21.08 per day for each day away in excess of 49 days away	\$21.45 per day for each day away in excess of 49 days away
100+	\$35.13 per day for each day away in excess of 99 days away	\$35.75 per day for each day away in excess of 99 days away

**ARTICLE 21.00 BOARD AND LODGING**

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

## **ARTICLE 22.00      TEMPORARY CHANGE OF DUTIES**

- 22.01**      (a)      A Permanent or Probationary employee formally assigned to a temporary change of duties for a period of four (4) or more continuous working hours to a position of higher classification shall, from the first hour, be paid at a rate increased by the equivalent step in their present classification. This shall not exceed the top of the range of the new classification. In any event this shall be at least to the bottom of the new range. Notwithstanding the foregoing, in the event that an employee's present wage is red circled and is administered in the new or a higher salary range, such employee shall not be eligible for an increase in salary.
- (b)      Except when the employee is temporarily assigned to specifically accommodate maternity leave, adoption leave, parental leave, sick leave, Workers' Compensation Board, Work Experience and special limited term project situations, if an employee is retained in a temporary position for more than one (1) year they will receive a payment equal to a step in their range for six (6) months. The job should then be either rotated or posted.
- (c)      In administering Article 22 the practice will be:
- (i)      Solicit interest from all qualified employees in the work group.
- (ii)     If requested, advise any employees of the reason they will not be considered.
- (iii)    When considering temporary change of duties for a position, the temporary change of duties will be rotated, as per a schedule, to all interested, qualified employees through the vacant position on a fair and equal basis, commencing with greater length of service, wherever possible. Except where legitimate business reasons exist, opportunities for Temporary Change of Duties will not be unreasonably denied.
- (iv)     Vacation coverage will be rotated as per above.
- (v)     The Association will be notified of any Temporary Change of Duties longer than thirty (30) working days.
- (vi)    Supervisors will undertake to assign Temporary Change of Duties in four (4) hour increments where four (4) or more hours of work exists.
- (d)      If the duration of a temporary job is expected to be greater than 3 months, the Work Experience Program may be considered. In this circumstance, the practice will be:
- (i)      A Work Experience Notice shall be posted electronically for a period of five (5) working days.
- (ii)     Except where legitimate business reasons exist, applications for Work Experiences will not be unreasonably denied.
- (iii)    If requested, advise any employees of the reason they were not considered.
- (iv)     The Corporation will assess qualified employees' suitability utilizing the factors outlined in Article 14.05.
- (v)     A Work Experience duration will be a minimum of three (3) months and a maximum of fifteen (15) months.
- 22.02**      No employee shall be required to take a lesser rate of pay when assigned at the Corporation's request to temporarily perform the duties of another employee.
- 22.03**      The Temporary Change of Duties Status shall be subject to the overtime provisions of this Agreement.

**22.04** The Temporary Change of Duties Status shall apply to annual vacation and the first fourteen (7) calendar days of sick leave if such status was in effect for a period of thirty (30) working days prior to and immediately after the period of time not worked.

**ARTICLE 23.00 BASIS OF PAYMENT**

**23.01** Permanent employees shall be paid at a bi-weekly rate related to the applicable schedule.

**23.02** Probationary employees shall be paid at a bi-weekly rate related to the applicable schedule. The position of the rate within the salary range of the job shall be determined by the Corporation.

**23.03** Temporary employees shall be paid at an hourly or daily rate related to the applicable schedule.

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

**23.05** The Corporation shall make the necessary adjustments to correct pay errors as soon as possible. Where necessary, the Corporation shall notify the employee that an overpayment or underpayment has been made. In the event of an overpayment, the employee shall propose a repayment arrangement over a reasonable period of time, subject to Corporation approval. If the employee does not propose a repayment option within two (2) pay periods of the error being identified, the Corporation may begin deducting ten percent (10%) of the amount of the agreed to overpayment off each subsequent pay period until the overpayment is repaid in full.

**ARTICLE 24.00 CONSECUTIVE DAYS OF WORK**

**24.01** (a) All employees, other than Shift employees, are entitled to at least one day of rest each work week as outlined in the table below except in cases of emergency. In case of either unforeseen or unusual circumstances, the Corporation shall inform the Association of the circumstances.

b) As per Alberta Employment Standards, it is the employee's right to access days of rest as per the schedule below. It is clearly understood that the purpose and the intent of the foregoing is a safety issue with the primary consideration being the employee's fitness to perform work.

c) The employee may choose to defer their unpaid rest days to their next regularly scheduled day of rest by mutual agreement with their Supervisor provided it does not trigger overtime per article 15. An employee's request to continue working will not be unreasonably denied.

The Corporation undertakes to arrange the employee's work requirements so that the employee is permitted to take at least one weekend off in every three weekends.

d) The Corporation and the Association agree that no employee shall work more than 18 consecutive days. Employees must take 3 consecutive days of unpaid rest after working eighteen (18) consecutive days.

<b>Consecutive Days of Work</b>	<b>Available Days of Rest</b>
Six (6) – eleven (11) days	1
Twelve (12) – seventeen (17) days	2*
Eighteen (18) consecutive days	3

\*May take one day but if accessing both days of rest must be taken consecutively.

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

**24.03** Refer to Appendix D for other conditions.

#### **ARTICLE 25.00 TERMINATION OF SERVICE**

**25.01** In the event of a Permanent employee giving notice of termination to the Corporation such termination shall require notice of ten (10) working days.

**25.02** In the event of the Corporation giving notice of termination to a Permanent employee such termination shall require notice of twenty (20) working days.

**25.03** An employee may be discharged for cause without notice or pay in lieu thereof subject to Sections 7.02, 7.03, 7.04, 7.05 and 7.06 of the Grievance Procedure. When an employee is discharged for cause the Corporation will notify the Association within five (5) days.

#### **ARTICLE 26.00 STANDBY ALLOWANCE**

**26.01** Employees who are requested to standby shall receive the rates below.

	<b>Effective January 1, 2021 to December 31, 2022</b>	<b>Effective January 1, 2023</b>
Regular day	\$40.01	\$40.71
Scheduled rest day/Recognized holiday	\$104.48	\$106.31

In addition, such employee shall be paid the applicable rate for work performed.

**26.02** The Corporation shall determine the number of employees required to standby in each circumstance and shall so designate these employees by schedule. Standby allowance will be paid only to employees officially designated for such duty.

**26.03** Standby on a regular work day means availability on call outside of normal hours of work. On each scheduled day of rest and recognized holiday, standby means availability on call for the full twenty-four (24) hour period. An employee on standby may leave home for personal reasons, provided the employee arranges to be reached and to be available for duty within a reasonable time.

**26.04** In the event that an employee is scheduled by the Corporation to more than seventy (70) days of Standby in a calendar year, for such period in excess of seventy (70) days the rates as stated in Article 26.01 shall be multiplied by two (2).

#### **ARTICLE 27.00 INCLEMENT WEATHER ALLOWANCE**

**27.01** Employees who, because of inclement weather or other conditions, work two (2) hours or less on any day which was previously scheduled as an overtime day, shall be paid for two (2) hours at their applicable overtime rate. Any such employee who reports for work when at the time of leaving the

employee's home it was reasonable to expect that work would be performed, shall be paid for at minimum two (2) hours at the applicable overtime rate of pay.

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

**27.03** Inclement weather may include snow, temperature, air quality, and other adverse conditions.

## **ARTICLE 28.00 LEAVES**

**28.01** Administration of maternity, adoption, parental, and compassionate care leave shall be in accordance with the provisions outlined in the Alberta *Employment Standards Code*. Contact Human Resources for specific information.

**28.02** An employee who chooses not to take parental leave is entitled to one (1) day off with pay when their child is born or adopted. All requests for additional leave with pay will be approved or denied at the discretion of the Director or Vice President.

**28.03** Employees will have the ability to request a short-term unpaid leave upon receiving the prior approval of their immediate supervisor and providing such scheduling does not unduly interfere with efficiency or incur overtime. Employees will not be granted short term unpaid leaves until all eligible vacation days have been scheduled.

**28.04** Other leave may be considered according to ATCO practices.

## **ARTICLE 29.00 BEREAVEMENT**

**29.01** In the case of a death in the immediate family, an employee shall be given time off with pay up to a maximum of three (3) working days, whether or not the employee is able to attend the funeral, and up to a maximum of two (2) additional days with pay for extended travel. The term "immediate family" shall be interpreted to mean the following relatives of the employee or the employee's spouse (including common-law): mother, father, sister, brother, spouse or common-law partner, son, daughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandfather, grandmother, grandchildren, foster parent, ward or guardian of the employee or spouse, aunt, uncle, niece or nephew, the other parent of the employee's child (not residing in the same household), step-relatives of the same relationship listed or any dependent relative living in the employee's household. All requests for additional leave with pay will be approved or denied at the discretion of the Director or Vice President.

**29.02** All requests for leave with pay to attend funeral services of persons related more distantly than those listed above will be approved or denied at the discretion of the Director or Vice President.

**29.03** The employee has the sole right to decide whether to use all or some of the bereavement leave and travel time.

**29.04** For the purpose of this article, working days shall equal current shift days.

## **ARTICLE 30.00 LAYOFF**

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

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

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

- (a) Employee's will be eligible for rehire into identified job class number as indicated on the official job description and geographical region on a last out first in basis.
- (b) To be eligible, the employee affected by a lay-off shall subsequently advise the Corporation of any change in address.
- (c) The Corporation will contact an eligible former employee by registered mail and the former employee must acknowledge receipt of the Corporation correspondence within ten (10) business days from the date of mailing of the Corporation correspondence and be prepared to report to work with the Corporation within fifteen (15) calendar days of the date of receiving the Corporation correspondence.

**30.03** In the event that an employee on lay-off is not recalled back to work by the Corporation within the one (1) year period as stated in Article 30.02, such employee shall be subject to the reduction of permanent staff process in effect at such point in time.

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



## **ARTICLE 31.00      REDUCTION OF STAFF**

- 31.01**      A reduction is defined as a permanent reduction in the number of permanent staff required.
- 31.02**      In the event that it becomes necessary to declare any permanent staff reduction, prior to such action being taken, the Corporation and the Association shall meet to discuss the procedure to be used. Corporation representatives at these discussions shall include the Manager of Human Resources and the Vice President of the Division affected and, if necessary, the Senior Vice President.
- 31.03**      Prior to any permanent staff reduction of identified Permanent employees, the Corporation and the Association shall under the terms of this Agreement, attempt to place the identified Permanent employees within the Corporation. The possible placements may include work being done by contractors.
- 31.04**      The Corporation, to the extent reasonably possible, will not reduce permanent staff while employing Temporary employees.
- 31.05**      In the event there is a need for workforce reduction the Corporation may, after consultation with the Association, choose to offer a voluntary severance package to employees who meet selected criteria. Where an employee volunteers for severance, the Corporation will consider the request however is not obligated to accept it. The Association will be involved in the presentation of any voluntary severance package offer to an employee. The employee must sign a release prior to any severance being paid.
- 31.06**      Except as outlined in Appendix E, where a permanent reduction in staff is necessary, employees will be retained on the basis of first, job classification number as indicated on the official job description, second geographic region and third, length of continuous NGEA bargaining unit service.
- 31.07**      Identified Permanent employees moved to lower positions shall have their present wage rate red circled until such point in time as the incumbent(s) wage rate fits the wage range or the applicable time periods have expired (Refer to Note 7), whichever comes first.
- 31.08**      Notwithstanding the foregoing, where an employee is identified for a permanent reduction, they may request to be placed on a recall list as per Article 30.02. In the event the employee is not recalled as per Article 30.03, following one (1) calendar year, a severance package will be provided. This request must be made in writing prior to receiving any severance or signing a release and is irrevocable. This option is not available to employees identified through the voluntary severance program as outlined in Article 30.05.
- 31.09**      For the purposes of this Article, geographical regions are the regions outlined in the Letter of Understanding, Lateral Transfers within a Region.

## **ARTICLE 32.00      EMPLOYEE RELATIONS MEETING**

- 32.01**      In order to address administration issues, concerns or problems with the Collective Agreement, Benefit Plans or Management Policies and to make recommendations to the parties as appropriate, the Corporation and Association will use an employee relations meeting.

**32.02** Such meetings shall be for the purpose of:

- Dealing with items of general concern between the parties;
- Proactively identifying trends and changes which could impact business operations, and health and safety;
- Sharing lessons learned

Either party may arrange for a meeting ensuring that ample time is allocated for each meeting. Each party is expected to be prepared and ready to expand upon the agenda items being discussed in an objective and open-minded manner to mutually resolve the problem.

**32.03** Equal representation from both parties will prevail. Representatives shall be at a senior level and shall not exceed five (5) for each of the parties. Additional personnel will attend on an as needed basis to address specific topics. Representatives may be added, substituted or changed as required.

### **ARTICLE 33.00 TECHNOLOGICAL CHANGE**

**33.01** The Corporation and the Association acknowledge the overall advantages and necessity of technological change and the ongoing requirement to facilitate technological change in the Corporation's operation.

**33.02** Where a technological change affects the terms and conditions or security of employment of a significant number of employees within this Agreement, and alters significantly the basis on which this Agreement was negotiated, the Corporation and the Association shall meet to discuss the impact and ramification on employees of implementing the technological change.

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

### **ARTICLE 34.00 FLEX TIME**

**34.01** All Permanent and Probationary employees shall be entitled to 30 hours (Article 15.01 (b) employees) or 32 hours (Article 15.01 (a) employees) unscheduled paid flex time off in each calendar year January 1st – December 31st. Employees working less than full time hours, shall have their entitlement for flex time pro-rated based on their normal work hours. Unused flex time in each calendar year shall be forfeited. Employees appointed to Probationary status in each calendar year shall have their entitlement for flex time prorated based on their continuous service date in the calendar year.

**34.02** Such employees shall be paid at their normal straight time hourly rate for flex time taken.

**34.03** The expectation is that employees will request flex time with as much advanced notice as possible. Except where legitimate business reasons exist, flex time off will not be unreasonably denied.

### **ARTICLE 35.00 HEALTH AND SAFETY**

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

- 35.02** The Association and the Company shall demonstrate accountability and commitment to health, safety and wellness and may use regular agreed to joint communication to employees to reinforce:
- roles and responsibilities of employees and employer under OHS
  - the need to follow and verify procedures
  - the need to watch out for each other, fellow employees, and others on the worksite, to ensure the health and safety of all workers

- 35.03** The Association and the Company will demonstrate accountability and commitment to health, safety, and wellness through participation of its respective leadership in committees and safety summits.

## **ARTICLE 36.00 CONTRACT ARBITRATION**

- 36.01** When either party believes negotiations towards a new Agreement have reached an impasse, it will give written notice to the other that it is referring all unresolved issues in dispute to arbitration.
- 36.02** Within fifteen (15) days of either party giving written notice to the other under Article 36.01, the parties will notify the Minister responsible for the Alberta *Labour Relations Code* of their agreement to appoint an interest arbitration board and each party will provide written notice to the other party and the Minister of the name of its nominee.
- 36.03** Within seven (7) days of their nomination, the two (2) members nominated by the parties will select a third person to be the Chair of the Arbitration Board. If the nominees are unable to agree on the selection of a Chair, either nominee may notify the Minister and request that a Chair to be appointed.
- 36.04** Within thirty (30) days of the appointment of a Chair and the conclusion of all mediation proceedings and votes on proposals, if any, initiated under Part 2, Divisions 11 and 12 of the Alberta *Labour Relations Code*, the Arbitration Board will meet and hear such evidence as the parties may wish to present to assure a full and fair hearing.
- 36.05** If the Arbitration Board is unable to effect a settlement, then, within thirty (30) days of the hearing the evidence, the Arbitration Board shall issue its award in writing. The award is final and binding upon the parties and upon any employee affected by it.
- 36.06** 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.
- 36.07** The parties will pay the expenses of their respective nominee. The expense of the Chair shall be shared equally by the parties.

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

<u>Job Class</u>	<u>Job Title</u>	<u>January 1, 2021 to</u>		<u>January 1, 2023</u>	
		<u>December 31, 2022</u>			
009900	Electrician - 1st Period	\$2,534	\$31.68	\$2,579	\$32.24
009901	Electrician - 2nd Period	\$2,957	\$36.96	\$3,009	\$37.61
009902	Electrician - 3rd Period	\$3,379	\$42.24	\$3,438	\$42.98
009903	Electrician - 4th Period	\$3,802	\$47.53	\$3,868	\$48.35
009904	Electrician – Journeyman	\$4,224	\$52.80	\$4,298	\$53.73
009800	Mechanical Services Technician - 1st Period	\$2,408	\$30.10	\$2,450	\$30.63
009801	Mechanical Services Technician - 2nd Period	\$2,810	\$35.13	\$2,859	\$35.74
009802	Mechanical Services Technician - 3rd Period	\$3,211	\$40.14	\$3,267	\$40.84
009803	Mechanical Services Technician - 4th Period	\$3,613	\$45.16	\$3,676	\$45.95
009804	Mechanical Services Technician – Journeyman	\$4,014	\$50.18	\$4,084	\$51.05
009700	Carpenter - 1st Period	\$2,408	\$30.10	\$2,450	\$30.63
009701	Carpenter - 2nd Period	\$2,810	\$35.13	\$2,859	\$35.74
009702	Carpenter - 3rd Period	\$3,211	\$40.14	\$3,267	\$40.84
009703	Carpenter - 4th Period	\$3,613	\$45.16	\$3,676	\$45.95
009704	Carpenter – Journeyman	\$4,014	\$50.18	\$4,084	\$51.05

**ATCO Natural Gas**  
**SCHEDULE 00 (Continued)**  
**Apprentice Rates for Trade Jobs**  
**Minimum Bi-Weekly (Hourly) Salary Rates**

<u>Job Class</u>	<u>Job Title</u>	<u>January 1, 2021 to</u>		<u>January, 2023</u>	
		<u>December 31, 2022</u>			
009600	Machinist - 1st Period	\$2,408	\$30.10	\$2,450	\$30.63
009601	Machinist - 2nd Period	\$2,810	\$35.13	\$2,859	\$35.74
009602	Machinist - 3rd Period	\$3,211	\$40.14	\$3,267	\$40.84
009603	Machinist - 4th Period	\$3,613	\$45.16	\$3,676	\$45.95
009604	Machinist – Journeyman	\$4,014	\$50.18	\$4,084	\$51.05
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009400	Auto Body Technician - 1st Period	\$2,408	\$30.10	\$2,506	\$31.33
009401	Auto Body Technician - 2nd Period	\$3,011	\$37.64	\$3,132	\$39.15
009402	Auto Body Technician - 3rd Period	\$3,613	\$45.16	\$3,758	\$46.98
009403	Auto Body Technician – Journeyman	\$4,014	\$50.18	\$4,176	\$52.20
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009300	Welder - 1st Period	\$2,408	\$30.10	\$2,450	\$30.63
009301	Welder - 2nd Period	\$3,011	\$37.64	\$3,063	\$38.29
009302	Welder - 3rd Period	\$3,613	\$45.16	\$3,676	\$45.95
009303	Welder – Journeyman	\$4,014	\$50.18	\$4,084	\$51.05

**ATCO Natural Gas**

**SCHEDULE 01**

**Trade Plant Jobs**

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

<b>Job Class Number</b>	<b>Job Title</b>	<b>Effective Jan. 1, 2021- Dec 31, 2022</b>	<b>STEP</b>	<b>Effective Jan. 1, 2023</b>	<b>STEP</b>
010900	Foreman – Maintenance, Compressor & Plants	\$4,525 - 4,886 (56.5 - 61.08)	\$181 (2.26)	\$4,604 - 4,972 (57.55 – 62.15)	\$184 (2.30)
010800	Foreman – Mechanical	\$4,180 - 4,540 \$52.25 - 56.75	\$180 (2.25)	\$4,253 - 4,619 \$53.16 - 57.74	\$183 (2.29)
010801	Foreman – Carpentry				
010802	Foreman – Welding				
010713	Mechanical Services Coordinator				
010701	Senior District Compressor Mechanic	\$4,064 - 4,424 (55.30 - 55.30)	\$180 (2.25)	\$4,135 - 4,501 \$51.69 – 56.26	\$183 (2.29)
010601	Welder, Pressure “B”	\$4,047 - 4,224 (50.59 - 52.80)	\$177 (2.21)	\$4,118 - 4,298 (51.48 - 53.73)	\$180 (2.25)
010602**	District Compressor Mechanic (Progression to 010701)				
010603	Electrician				
010604	District Mechanic				
010605	District Welder /Welder Pressure “B”				
010610	Service Writer				
010611	Welding Quality Technician				

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

\*\*Progression Job - see Appendix A.

Hourly wage range and step shown in brackets.

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

<b>Job Class Number</b>	<b>Job Title</b>	<b>Effective Jan. 1, 2021- Dec 31, 2022</b>	<b>STEP</b>	<b>Effective Jan. 1, 2023</b>	<b>STEP</b>
010501	Welder	\$3,837 - 4,014 \$47.96 - 50.18	\$177 (2.21)	\$3,904 - 4,084 \$48.80 - 51.05	\$180 (2.25)
010502	Auto Body Technician				
010503	Carpenter				
010504	Machinist				
010511	Mechanical Services Technician				
010400	Small Engine Mechanic	\$3,221 - 3,398 \$40.26 - 42.48	\$177 (2.21)	\$3,277 - 3,976 \$40.96 - 43.21	\$180 (2.25)

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

\*\*Progression Job - see Appendix A.

Hourly wage range and step shown in brackets.

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

<b><u>Job Class Number</u></b>	<b><u>Job Title</u></b>	<b><u>Effective Jan. 1, 2021- Dec 31, 2022</u></b>	<b>STEP</b>	<b><u>Effective Jan. 1, 2023</u></b>	<b>STEP</b>
020903	Foreman – Transportation & Special Services	\$3,769 - 4,505 (47.11 - 56.31)	\$184 (2.30)	\$3,836 - 4,584 (47.95 – 57.30)	\$187 (2.34)
020701	Planner	\$3,447 - \$4,107 (43.09 – 51.34)	\$165 (2.06)	\$3,507 - \$4,179 (43.84 – 55.24)	\$168 (2.10)
020616	Foreman – Meter Shop	\$3,256 - 3,908 (40.70 - 48.85)	\$163 (2.04)	\$3,312 - 3,976 (41.40 – 49.70)	\$166 (2.08)
020515	Metering System Support	\$3,089 - 3,729 (38.61 - 46.61)	\$160 (2.00)	\$3,142 – 3,794 (39.28 – 47.43)	\$163 (2.04)
020516	Senior Electronic & Instrumentation Support				
020409	Chief Material Supply	\$3,010 - 3,570 (37.63 - 44.63)	\$140 (1.75)	\$3,064 - 3,632 (38.30 – 45.40)	\$142 (1.78)
020430	Equipment & Vehicle Dispatcher				

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

\*\*Progression Job - see Appendix A.

Hourly wage range and step shown in brackets.



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

<b><u>Job Class Number</u></b>	<b><u>Job Title</u></b>	<b><u>Effective Jan. 1, 2021- Dec 31, 2022</u></b>	<b>STEP</b>	<b><u>Effective Jan. 1, 2023</u></b>	<b>STEP</b>
020307	Heavy Truck Driver	\$2,531 - 3,299 (31.64 - 41.24)	\$128 (1.60)	\$2,577 - 3,357 (32.21 - 41.96)	\$130 (1.63)
020309	Senior Meter Technician				
020312	Senior Material Supply				
020326	Material Control Support				
020344	Dispatcher				
020350	Scheduler				
020360**	Electronic & Instrumentation Support				
020204**	Meter Technician	\$2,423 - 3,191 (30.29 - 39.89)	\$128 (1.60)	\$2,467 - 3,247 (30.84 - 40.59)	\$130 (1.63)
020100**	Material Supply	\$2,218 - 2,918 (27.13 - 36.48)	\$140 (1.75)	\$2,259 - 2,969 (28.24 - 37.11)	\$142 (1.78)
020106	Garage Serviceman				
020108	Survey Assistant				

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

\*\*Progression Job - see Appendix A.

Hourly wage range and step shown in brackets.

**SCHEDULE 03**  
**Control Centre Field Jobs**  
**Minimum Bi-Weekly (Hourly) Salary Ranges and Steps**

<b><u>Job Class Number</u></b>	<b><u>Job Title</u></b>	<b><u>Effective Jan. 1, 2021- Dec 31, 2022</u></b>	<b>STEP</b>	<b><u>Effective Jan. 1, 2023</u></b>	<b>STEP</b>
030701	Senior Control Centre Operator	\$3,787 - 4,527 (47.34 - 56.59)	\$185 (2.31)	\$3,854 - 4,606 (48.18 - 57.58)	\$188 (2.35)
030601**	Control Centre Operator	\$3,582 - 4,270 (44.78 - 53.38)	\$172 (2.15)	\$3,645 - 4,345 (45.56 - 54.31)	\$175 (2.19)
030401**	Control Centre Operator (Entry Level)	\$3,346 - 3,974 (41.83 - 49.68)	\$157 (1.96)	\$3,404 - 4,044 (42.55 - 50.55)	\$157 (1.96)

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

\*\*Progression Job - see Appendix A.

Hourly wage range and step shown in brackets.

**SCHEDULE 05**  
**Pipeline Operator Jobs**  
**Minimum Bi-Weekly (Hourly) Salary Ranges and Steps**

<b><u>Job Class Number</u></b>	<b><u>Job Title</u></b>	<b><u>Effective Jan. 1, 2021- Dec 31, 2022</u></b>	<b><u>STEP</u></b>	<b><u>Effective Jan. 1, 2023</u></b>	<b><u>STEP</u></b>
050901	Foreman - Distribution	\$3,769 - 4,505 (47.11 - 56.31)	\$184 (2.30)	\$3,836 - 4,584 (47.95 - 57.30)	\$187 (2.34)
050902	Foreman - Service				
050903	Foreman - Transmission				
050904	Foreman - Construction				
050701	Senior Operator - Distribution	\$3,447 - 4,107 (43.09 - 51.34)	\$165 (2.06)	\$3,507 - 4179 (43.84 - 52.24)	\$168 (2.10)
050702	Senior Operator - Service				
050703	Senior Operator - Transmission				
050704	Senior Operator - Construction				
050601	Operator - Distribution	\$3,256 - 3,908 (40.70 - 48.85)	\$163 (2.04)	\$3,312 - 3,976 (41.40 - 49.70)	\$166 (2.08)
050602	Operator - Service				
050603	Operator - Transmission				
050604	Operator - Construction				
050605	Operator - Construction - Heavy Equipment				
050301**	Junior Operator - Distribution	\$2,590 - 3,364 (32.38 - 42.05)	\$129 (1.61)	\$2,637 - 3,423 (32.96 - 42.79)	\$131 (1.64)
050302**	Junior Operator - Service				
050303**	Junior Operator - Transmission				
050304**	Junior Operator - Construction				

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

\*\*Progression Job - see Appendix A.

Hourly wage range and step shown in brackets.

**ATCO Natural Gas**  
**SCHEDULE 05A**  
**Field Operations Jobs**  
**Minimum Bi-Weekly (Hourly) Salary Ranges and Steps**

<b><u>Job Class Number</u></b>	<b><u>Job Title</u></b>	<b><u>Effective Jan. 1, 2021- Dec 31, 2022</u></b>	<b>STEP</b>	<b><u>Effective Jan. 1, 2023</u></b>	<b>STEP</b>
050401	Distribution Operator Field <i>(only applies to current incumbents)</i>	\$3,070 – 3,638 (38.38 - 45.48)	\$142 (1.78)	\$3,126 – 3,702 (39.08 – 46.28)	\$144 (1.80)

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

\*\*Progression Job - see Appendix A.

Hourly wage range and step shown in brackets.

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

<b><u>Job Class Number</u></b>	<b><u>Job Title</u></b>	<b><u>Effective Jan. 1, 2021- Dec 31, 2022</u></b>	<b>STEP</b>	<b><u>Effective Jan. 1, 2023</u></b>	<b>STEP</b>
060601	Special Equipment Operator	\$3,256 - 3,908 (40.70 - 48.85)	\$163 (2.04)	\$3,312 – 3,976 (41.40 - 49.70)	\$166 (2.08)
060301**	Junior Special Equipment Operator	\$2,590 - 3,364 (32.38 - 42.05)	\$129 (1.61)	\$2,637 – 3,423 (32.96 – 42.79)	\$131 (1.64)

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

\*\*Progression Job - see Appendix A.

Hourly wage range and step shown in brackets.

**ATCO Natural Gas  
SCHEDULE 07  
Control Room Technician Jobs  
Minimum Bi-Weekly (Hourly) Salary Ranges and Steps**

<b><u>Job Class Number</u></b>	<b><u>Job Title</u></b>	<b><u>Effective Jan. 1, 2021- Dec 31, 2022</u></b>	<b>STEP</b>	<b><u>Effective Jan. 1, 2023</u></b>	<b>STEP</b>
070601	Control Room Alarm Management Technician	\$3,454 - 4,050 (43.18 - 50.63)	\$149 (1.86)	\$3,513 - 4,121 (43.91 – 51.51)	\$152 (1.90)
070602	Control Room Commissioning Technician				
070603**	Entry Level to Job Class 070601 – 070602	\$2,838 - 3,434 (35.48 - \$42.93)	\$149 (1.86)	\$2,886 – 3,494 (36.08 – 43.68)	\$152 (1.90)

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

\*\*Progression Job - see Appendix A.

Hourly wage range and step shown in brackets.

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

<b><u>Job Class Number</u></b>	<b><u>Job Title</u></b>	<b><u>Effective Jan. 1, 2021- Dec 31, 2022</u> MAX</b>	<b>STEP</b>	<b><u>Effective Jan. 1, 2023</u> MAX</b>	<b>STEP</b>
098500	Foreman – Measurement, Automation & Communication	\$4,049 - 4,857 (50.61 - 60.71)	\$202 (2.53)	\$4,118 - 4,942 (51.48 – 61.78)	\$206 (2.58)
097500	Senior Measurement, Automation & Communication Technologist	\$3,934 - 4,602 (49.18 - 57.53)	\$167 (2.09)	\$4,003 - 4,683 (50.04 - 58.54)	\$170 (2.13)
097504	Senior SCADA and System Optimization Technologist				
096500	Measurement, Automation & Communication Technologist	\$3,740 - 4,416 (46.75 - 55.20)	\$169 (2.11)	\$3,805 - \$4,493 (47.56 - 56.16)	\$172 (2.15)
096503	Senior Survey Technologist				
096504	Senior GSM Technologist				
096507	SCADA and System Optimization Technologist				
096450	Measurement, Automation & Communication Technologist , Entry Level/Entry Level to 096500 – 096599	\$2,895 – 3,740 (36.19 – 46.75)	\$169 (2.11)	\$2,945 - 3,805 (36.81 - 47.56)	\$172 (2.15)
096250	Survey Technologist	\$3,461 - 4,101 (43.26 - 51.26)	\$160 (2.00)	\$3,521 - 4,173 (33.83 - 44.01)	\$163 (2.13)
096253	GSM Technologist				
096249	Entry Level to 096250-299	\$2,661 - 3,461 (33.26 - 43.26)	\$160 (2.00)	\$2,706 - 3,521 (33.83 - 44.01)	\$163 (2.13)

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

\*\*Progression Job - see Appendix A.

Hourly wage range and step shown in brackets.

**ATCO Natural Gas  
SCHEDULE 09A  
Technologist Field Jobs  
Minimum Bi-Weekly (Hourly) Salary Ranges and Steps**

<b><u>Job Class Number</u></b>	<b><u>Job Title</u></b>	<b><u>Effective Jan. 1, 2021- Dec 31, 2022 MAX</u></b>	<b>STEP</b>	<b><u>Effective Jan. 1, 2022 MAX</u></b>	<b>STEP</b>
097503	Senior Measurement Integrity Technologist <i>(only applies to current incumbents)</i>	\$3,934 - 4,602 (49.18 - 57.53)	\$167 (2.09)	\$4,003 - 4,683 (50.04 - 58.54)	\$170 (2.13)

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

\*\*Progression Job - see Appendix A.

Hourly wage range and step shown in brackets.



**ATCO Natural Gas**  
**SCHEDULE 10**  
**Technologist Plant Jobs**  
**Minimum Bi-Weekly (Hourly) Salary Ranges and Steps**

<b><u>Job Class Number</u></b>	<b><u>Job Title</u></b>	<b><u>Effective Jan. 1, 2021- Dec 31, 2022 MAX</u></b>	<b>STEP</b>	<b><u>Effective Jan. 1, 2020</u></b>	<b>STEP</b>
106700	Instrument Technician <i>(only applies to current incumbents)</i>	\$3,541 - 4,173 (44.26 - 52.16)	\$158 (1.98)	\$3,602 - 4,246 (45.03 - 53.08)	161 (2.01)
106600	Entry Level to 106700-799 <i>(only applies to current incumbents)</i>	\$2,751 - 3,541 (34.39 - 44.26)	\$158 (1.98)	\$2,797 - 3,602 (34.96 - 45.03)	161 (2.01)

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

\*\*Progression Job - see Appendix A.

Hourly wage range and step shown in brackets.

**ATCO Natural Gas**  
**SCHEDULE 11**  
**Labourer Jobs**  
**Minimum Bi-Weekly (Hourly) Salary Ranges and Steps**

<b><u>Job Class Number</u></b>	<b><u>Job Title</u></b>	<b><u>Effective Jan. 1, 2021- Dec 31, 2022</u></b>	<b>STEP</b>	<b><u>Effective Jan. 1, 2023</u></b>	<b>STEP</b>
114503	Utility Operator	\$2,295 - 3,191 (28.69 - 39.89)	\$128 (1.60)	\$2,337 - 3,247 (29.21 - 40.59)	\$130 (1.63)
110001	Labourer	\$2,010 - 2,510 (25.13 - 31.38)	\$125 (1.56)	\$2,046 -2,554 (25.58 - 31.93)	\$127 (1.59)

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

\*\*Progression Job - see Appendix A.

Hourly wage range and step shown in brackets.

**ATCO Natural Gas**  
**SCHEDULE 12**  
**Cathodic Protection Technician**  
**Minimum Bi-Weekly (Hourly) Salary Ranges and Steps**

<b><u>Job Class Number</u></b>	<b><u>Job Title</u></b>	<b><u>Effective Jan. 1, 2021- Dec 31, 2022 MAX</u></b>	<b><u>STEP</u></b>	<b><u>Effective Jan. 1, 2023</u></b>	<b><u>STEP</u></b>
120300	Senior Cathodic Protection Technician	\$3,260 - 4,142 (40.75 - 51.78)	\$147 (1.84)	\$3,314 - 4,214 (41.43 - 52.68)	\$150 (1.88)
120200	Cathodic Protection Technician	\$3,216 - 3,804 (40.20 - 47.55)	\$147 (1.84)	\$3,271 - 3,871 (40.89 - 48.39)	\$150 (1.88)
120100	Cathodic Protection Operator**	\$2,660 - 3,464 (33.25 - 43.30)	\$134 (1.68)	\$2,709 - 3,525 (33.86 - 44.06)	\$136 (1.70)

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

\*\*Progression Job - see Appendix A.

Hourly wage range and step shown in brackets.

**ATCO Natural Gas**  
**SCHEDULE 13**  
**General Field Jobs**  
**Minimum Bi-Weekly (Hourly) Salary Ranges and Steps**

<b><u>Job Class Number</u></b>	<b><u>Job Title</u></b>	<b><u>Effective Jan. 1, 2021- Dec 31, 2022</u></b>	<b>STEP</b>	<b><u>Effective Jan. 1, 2023</u></b>	<b>STEP</b>
131325	Senior Material Handler <i>(only applies to current incumbents)</i>	\$2,596 - 3,334 (32.45 - 41.68)	\$123 (1.54)	\$2,642 - 3,392 (33.03 - 42.40)	\$125 (1.56)

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

\*\*Progression Job - see Appendix A.

Hourly wage range and step shown in brackets.

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

<b><u>Job Class Number</u></b>	<b><u>Job Title</u></b>	<b><u>Effective Jan. 1, 2021- Dec 31, 2022 MAX</u></b>	<b><u>STEP</u></b>	<b><u>Effective Jan. 1, 2023 MAX</u></b>	<b><u>STEP</u></b>
140400	Senior Plant Support Coordinator <i>(only applies to current incumbents)</i>	\$2,885 - 3,445 (36.06 - 43.06)	\$140 (1.75)	\$2,933 - 3,505 (36.66 - 43.81)	\$143 (1.79)
140300	Plant Support Coordinator <i>(only applies to current incumbents)</i>	\$2,201 - 3,181 (27.51 - 39.76)	\$140 (1.75)	\$2,236 - 3,237 (27.95 - 40.46)	\$143 (1.79)

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

\*\*Progression Job - see Appendix A.

Hourly wage range and step shown in brackets.

**ATCO Natural Gas  
SCHEDULE 23  
Administrative Jobs  
Minimum Bi-Weekly (Hourly) Salary Ranges and Steps**

<b><u>Job Class Number</u></b>	<b><u>Job Title</u></b>	<b><u>Effective Jan. 1, 2021- Dec 31, 2022 MAX</u></b>	<b>STEP</b>	<b><u>Effective Jan. 1, 2023 MAX</u></b>	<b>STEP</b>
230500	Administrative Team Lead	\$2,893 – 3,513 (38.57 – 46.84)	\$155 (2.07)	\$2,942 - 3,574 (39.23 - 47.65)	\$158 (2.11)
230400	Senior Administrative Coordinator	\$2,689 – 3,229 (35.85 – 43.05)	\$135 (1.80)	\$2738 (36.51 - 43.81)	\$137 (1.83)
230300	Administrative Coordinator	\$2,039 – 2,984 (27.19 – 39.79)	\$135 (1.80)	\$2,077 - 3036 27.69 - 40.48	\$137 (1.83)
230200	Administrative Support	\$1,816 – 2,584 (24.21 – 34.45)	\$128 (1.71)	\$1,849 - 2629 (24.65 - 35.05)	\$130 (1.73)

Annual Steps except those marked with an asterisk (\*) which are semi-annual.  
 \*\*Progression Job - see Appendix A.  
 Hourly wage range and step shown in brackets.

**ATCO Natural Gas**  
**SCHEDULE 24**  
**System Support Jobs**  
**Minimum Bi-Weekly (Hourly) Salary Ranges and Steps**

<b><u>Job Class Number</u></b>	<b><u>Job Title</u></b>	<b><u>Effective Jan. 1, 2021- Dec 31, 2022</u></b>	<b>STEP</b>	<b><u>Effective Jan. 1, 2023</u></b>	<b>STEP</b>
240400	Technology Management Coordinator	\$2,689 - 3,229 (35.85 - 43.05)	\$132 (1.76)	\$2,738 – 3,286 (36.51 - 43.81)	\$137 (1.83)
240601	Systems Coordinator <i>(only applies to current incumbents)</i>	\$3,092 - 3,788 (41.23 - 50.51)	\$170 (2.27)	\$3,146 – 3,854 (41.95 - 51.39)	\$177 (2.36)

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

\*\*Progression Job - see Appendix A.

Hourly wage range and step shown in brackets.

**ATCO Natural Gas**  
**SCHEDULE 25**  
**Draftsperson Jobs**  
**Minimum Bi-Weekly (Hourly) Salary Ranges and Steps**

<b><u>Job Class Number</u></b>	<b><u>Job Title</u></b>	<b><u>Effective Jan. 1, 2021- Dec 31, 2022</u></b>	<b>STEP</b>	<b><u>Effective Jan. 1, 2023</u></b>	<b>STEP</b>
254500	Senior Draftsperson	\$3,457 - 4,117 (46.09 - 54.89)	\$165 (2.20)	\$3,517- 4,189 (46.89 - 55.85)	\$168 (2.24)
251500	Draftsperson	\$3,073 – 3,621 (40.97 – 48.28)	\$137* (1.83)	\$3,128 - 3,684 (41.71 - 49.12)	\$139* (1.85)
251000**	Entry Level to Draftsperson	\$2388 – 3,073 (31.84 – 40.97)	\$137* (1.83)	\$2,433 - 3,128 (32.44 - 41.71)	\$139* (1.85)
250500**	Junior Draftsperson	\$2,114 – 2,799 (28.19 - 37.32)	\$137* (1.83)	\$2,155 - 2,850 (28.73 - 38.00)	\$139 (1.85)

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

\*\*Progression Job - see Appendix A.

Hourly wage range and step shown in brackets.



**ATCO Natural Gas**  
**SCHEDULE 26**  
**Measurement Coordination Jobs**  
**Minimum Bi-Weekly (Hourly) Salary Ranges and Steps**

<b><u>Job Class Number</u></b>	<b><u>Job Title</u></b>	<b><u>Effective Jan. 1, 2021- Dec 31, 2022</u></b>	<b>STEP</b>	<b><u>Effective Jan. 1, 2023</u></b>	<b>STEP</b>
264600	Gas Coordinator 4	\$3,321 – 3,997 (44.28 – 53.29)	\$169 (2.25)	\$3,379 – 4,067 (45.05 - 54.23)	\$172 (2.29)
264500	Gas Coordinator 3	\$2,893 – 3,493 (38.57 – 46.57)	\$150 (2.00)	\$2,942 - 3,554 (39.23 - 47.39)	\$153 (2.04)
264400	Gas Coordinator 2	\$2,671 - 3,211 (35.61 – 42.81)	\$135 (1.80)	\$2,719 - 3,267 (36.25 - 43.56)	\$137 (1.83)
264300	Gas Coordinator 1	\$2,395 - 2,935 (31.93 – 39.13)	\$135 (1.80)	\$2,438 - 2,986 (32.51 - 39.81)	\$137 (1.83)

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

\*\*Progression Job - see Appendix A.

Hourly wage range and step shown in brackets.

**ATCO Natural Gas**  
**SCHEDULE 27**  
**Land Administration Jobs**  
**Minimum Bi-Weekly (Hourly) Salary Ranges and Steps**

<b><u>Job Class Number</u></b>	<b><u>Job Title</u></b>	<b><u>Effective Jan. 1, 2021- Dec 31, 2022</u></b>	<b>STEP</b>	<b><u>Effective Jan. 1, 2023</u></b>	<b>STEP</b>
275703	Land Agent	\$3,425 – 4,117 (45.37 - 54.89)	\$173 (2.31)	\$3,485 – 4,189 (46.47 – 55.85)	\$176 (2.35)
275600	Entry Level to Land Agent**	\$2,560 – 3,425 (34.13 – 45.67)	\$173 (2.31)	\$2,605 – 3,485 (34.73 – 46.47)	\$176 (2.35)

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

\*\*Progression Job - see Appendix A.

Hourly wage range and step shown in brackets.

**ATCO Natural Gas**  
**SCHEDULE 28**  
**Engineering Technologist Jobs**  
**Minimum Bi-Weekly (Hourly) Salary Ranges and Steps**

<b><u>Job Class Number</u></b>	<b><u>Job Title</u></b>	<b><u>Effective Jan. 1, 2021- Dec 31, 2022</u></b>	<b>STEP</b>	<b><u>Effective Jan. 1, 2023</u></b>	<b>STEP</b>
286500	Engineering Technologist 1	\$3,656 – 4,352 (48.75 – 58.03)	\$174* (2.32)	\$3,720 – 4,428 (49.60 – 59.04)	\$177* (2.36)
286400**	Entry Level to Job Class 286500 – 286599	\$2,786 – 3,656 (37.15 – 48.75)	\$174* (2.32)	\$2,835 – 3,720 (37.80 – 49.60)	\$177* (2.36)
286300	Engineering Technologist 2	\$3,386 – 4,082 (45.15 – 54.43)	\$174* (2.32)	\$3,445 – 4,153 (45.93 – 55.37)	\$177* (2.36)
286000**	Entry Level to Job Class 286300 – 286399	\$2,516 – 3,386 (33.55 – 45.15)	\$174* (2.32)	\$2,560 – 3,445 (34.13 – 45.93)	\$177* (2.36)

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

\*\*Progression Job - see Appendix A.

Hourly wage range and step shown in brackets.

**ATCO Natural Gas**  
**SCHEDULE 29**  
**Retailer Service Jobs**  
**Minimum Bi-Weekly (Hourly) Salary Ranges and Steps**

<b><u>Job Class Number</u></b>	<b><u>Job Title</u></b>	<b><u>Effective Jan. 1, 2021- Dec 31, 2022 MAX</u></b>	<b>STEP</b>	<b><u>Effective Jan. 1, 2023 MAX</u></b>	<b>STEP</b>
290501	Franchise Coordinator	\$2,893 - 3,513 (3.57 - 46.84)	\$155 (\$2.07)	\$2,942 – 3,574 (39.23 – 47.65)	\$158 (2.11)

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

\*\*Progression Job - see Appendix A.

Hourly wage range and step shown in brackets.

**ATCO Natural Gas**  
**SCHEDULE 30**  
**Customer Care Jobs**  
**Minimum Bi-Weekly (Hourly) Salary Ranges and Steps**

<b><u>Job Class Number</u></b>	<b><u>Job Title</u></b>	<b><u>Effective Jan. 1, 2021- Dec 31, 2022</u></b>	<b>STEP</b>	<b><u>Effective Jan. 1, 2023</u></b>	<b>STEP</b>
300401	Senior Customer Care Representative	\$2,180 - 2,800 (29.07 - 37.33)	\$124 (1.65)	\$2,219 – 2,849 (29.59 – 37.99)	\$126 (1.68)
300300	Customer Care Representative	\$1,901 - 2,521 (25.35 - 33.31)	\$124 (1.65)	\$1,935 – 2,565 (25.80 – 34.20)	\$126 (1.68)
300100	Customer Care Receptionist	\$1,481 - 2,101 (19.75 - 28.01)	\$124 (1.65)	\$1,508 – 2,138 (20.11 – 28.51)	\$126 (1.68)

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

\*\*Progression Job - see Appendix A.

Hourly wage range and step shown in brackets.

## NOTES

### APPLYING TO:

Applying to all applicable schedules.

#### 1. Administration of Steps:

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

- (a) Satisfactory performance: one (1) step increase
- (b) Superior performance: one (1) step increase as above, plus one-half (1/2) step increase
- (c) Sub-standard performance: withhold one-half (1/2) step increase or one (1) step increase as appropriate. Review at mid-year for further action.

#### 2. Apprentice Jobs - See Schedule 00.

#### 3. A Probationary employee as defined in Article 3.00 must be paid a minimum salary of at least the bottom of the range. On appointment to permanent staff an employee shall be advanced one (1) increment in the wage range or to the top of the wage range whichever is the lesser. At the date of the first increment review (January 1st or alternatively July 1st) following the employee's appointment to permanent staff the increment adjustment as applicable shall be subject to annual or semi-annual review respectively as indicated by the schedule. Increments shall be subject to all requirements in Note 1. This provision waived for apprentice employees outlined in Schedule 00.

#### 4. Entry level jobs will also be subject to the above probationary rules and will receive an equivalent full step increase on successful completion of one hundred and eighty (180) days' employment. Their performance will again be reviewed in one (1) year and they must reach the top of the entry level range within, at most, thirty (30) months. Progression to the working level will require satisfactory performance and may require ASET recognition for certain jobs.

The Corporation will advise the Association if an employee is unable to meet the normal requirements of progression. The employee will be given three (3) months to secure another job within the Corporation, under the terms of the Collective Agreement. If unsuccessful, the employee's employment may be terminated by the Corporation.

- (a) It is agreed that if an employee's wage is red circled, and such employee is awarded a position as a result of a Job Notice, such employee maintains their red circled wage until the time period as expressed in Notes 7 (a) or 7 (b) have expired whichever is the case.

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

<b>EFFECTIVE JANUARY 1, 2021</b>	<b>EFFECTIVE JANUARY 1, 2022</b>	<b>EFFECTIVE JANUARY 1, 2023</b>
\$1.55	\$1.55	\$1.58

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

- (a) Routine odorant system inspection and adjustments.
  - (b) Obtaining odorant tank level readings using visual gauges.
6. If an employee is receiving premium overtime pay that attracts odorant handling bonus, the odorant handling bonus will be doubled.
7. The following terms and conditions apply only to red-circled employees identified in either Article 13.06 or 30.01 (e).
- (a) For those employees red-circled, such employees will have salary protection for a three (3) year period commencing from the date of becoming red circled. It is understood that after the three (3) year period, in the event that the employee's red-circled wage rate is higher than maximum wage rate of the position classification of work being performed, the employee's wage rate will be adjusted downward to the maximum of the position classification wage rate.
  - (b) It is agreed that if an employee's wage is red-circled, and such employee is awarded a position as a result of a Job Notice, such employee maintains their red circled wage until the time period as expressed in Notes 7 (a) or 7 (b) have expired whichever is the case.
8. Mechanical Services Technicians and Foreman Mechanical who have been requested by the Corporation to obtain a valid Alberta Vehicle Inspection Certificate will receive a bonus of twenty-five dollars and forty-four cents (\$25.44) per month. Effective January 1, 2023 the rate will be twenty-five dollars and eighty-nine cents (\$25.89). The Corporation shall pay any fees associated with obtaining the Certificate.
9. In the event that an employee, whose job description does not specifically include training, has been assigned by their Supervisor to be a Trainer for a minimum of a half day shall be paid at a rate increased by the equivalent of one (1) step in their present classification.

**APPENDIX A-1**  
**PROGRESSION JOBS**

**Progression From**

Control Centre Operator (Entry Level)  
Measurement, Automation & Communications Technologist  
(Entry Level)  
SCADA and System Optimization Technologist  
(Entry Level)  
Control Room Alarm Management Technician  
(Entry Level)  
Control Room Commissioning Technician (Entry Level)  
Cathodic Protection Operator  
Meter Technician  
Electronic and Instrumentation Support  
Junior Special Equipment Operator  
Junior Operator – Distribution  
Junior Operator – Construction  
Junior Operator – Transmission  
Junior Operator – Service

**Progression To**

Control Centre Operator  
Measurement, Automation & Communications  
Technologist  
SCADA and System Optimization Technologist  
  
Control Room Alarm Management Technician  
  
Control Room Commissioning Technician  
Cathodic Protection Technician  
Senior Meter Technician  
Senior Electronic and Instrumentation Support  
Special Equipment Operator  
Operator – Distribution  
Operator – Construction  
Operator - Transmission  
Operator – Service

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

1. The employee is expected to learn by classroom and/or on-the-job training the basic knowledge and competencies pertaining to the higher level job and to have demonstrated their ability to perform such work as defined in the specific progression job outline. Specific competencies and timelines will be outlined in each progression program.
2. The Corporation will advise the Association if an employee is unable to meet the normal requirements of progression. The employee will be given three (3) months to secure another job within the Corporation, under the terms of the Agreement. If unsuccessful, the employee's employment may be terminated by the Corporation.
3. Contingent on satisfactory performance and competency.
4. Progression from the lower level job to the higher level job will be made without job posting.
5. The Corporation will advise the Association of the name of an employee who is not eligible for progression from the lower level job to the higher level job. Accordingly, the employee would not be required to follow the procedures set out in Item #2 above.
6. Where applicable, progression requires satisfactory standing in an examination to test knowledge related to the higher level work. The results of such examination will be reviewed with the employee. At the request of the employee, one (1) rewrite of an examination will be allowed after a waiting period of at least six (6) months.



7. Where applicable, the employee must possess a 1st Class Gas Fitter's Certificate as administered by Apprenticeship and Industry Training, Department of Learning, Province of Alberta along with other Corporation requirements and competencies.
8. Competencies for Progression will be reviewed by the Corporation and the Association every three (3) years. Any recommendations for changes will be provided to the Vice President responsible for the training program for approval. Where no Vice President exists the most senior level management representative shall be substituted.

**APPENDIX A-2  
PROGRESSION JOBS**

**Progression From**

Cathodic Protection Technician  
Measurement, Automation and Communications  
Technologist  
Control Centre Operator  
SCADA and System Optimization Technologist  
District Compressor Mechanic  
Material Supply

**Progression To**

Senior Cathodic Protection Technician  
Senior Measurement, Automation and Communications  
Technologist  
Senior Control Centre Operator  
Senior SCADA and System Optimization Technologist  
Senior District Compressor Mechanic  
Senior Material Supply

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

1. Progression requires an employee must have the required experience and training and demonstrated the required Knowledge, Skills and Abilities as determined by the Corporation.
2. Contingent on satisfactory performance.
3. Progression from the lower level job to the higher level job will be made without a posting.
4. The Corporation will advise the Association of the name of an employee who is not eligible for progression from the lower level job to the higher level job and will subsequently remain in the lower level job.

**APPENDIX A-3**  
**ENTRY LEVEL & APPRENTICE JOBS**

**Progression From**

Apprentice Autobody Technician  
Apprentice District Compressor Mechanic  
Apprentice Electrician  
Apprentice Machinist  
Apprentice Mechanical Services Technician  
Apprentice Welder  
Engineering Technologist (Entry Level)  
GSM Technologist (Entry Level)  
Junior Draftsperson  
Draftsperson (Entry-Level)  
Land Agent (Entry Level)  
Survey Technologist (Entry Level)  
Apprentice Carpenter

**Progression To**

Journeyman Autobody Technician  
District Compressor Mechanic  
Journeyman Electrician  
Journeyman Machinist  
Journeyman Mechanical Services Technician  
Journeyman Welder  
Engineering Technologist  
GSM Technologist  
Draftsperson (Entry-Level)  
Draftsperson  
Land Agent  
Survey Technologist  
Journeyman Carpenter

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

1. The employee is expected to learn by classroom and/or on-the-job training the basic knowledge and competencies pertaining to the higher-level job, demonstrated their ability to perform such work, and attain the required Apprenticeship Journeyman Certificate, Technical Certification, License or other specified accreditation as defined in the job description. Time limit to progress shall be determined by the Corporation with consideration of the accrediting body's requirements, but will not exceed six (6) years. All requests for extensions to the progression timelines will be not be unreasonably denied at the discretion of the Director or Vice President.
2. The Corporation will advise the Association if an employee is unable to meet the normal requirements of progression. The employee will be given three (3) months to secure another job within the Corporation, under the terms of the Agreement. If unsuccessful, the employee's employment may be terminated by the Corporation.
3. Contingent on satisfactory performance and competency.
4. Progression from the lower level job to the higher-level job will be made without job posting.
5. The Corporation will advise the Association of the name of an employee who is not eligible for progression from the lower level job to the higher-level job. Accordingly, the employee would not be required to follow the procedures set out in Item #2 above.
6. Where applicable, progression requires satisfactory standing in examinations to test knowledge related to the higher-level work.

**APPENDIX B**  
**PROGRESSION FROM GAS COORDINATOR I**  
**TO MEASUREMENT COORDINATOR IV**

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

**Level I to Level II**

1. Successful completion of two (2) CAPP A Certificate Program courses within two (2) years of entry into the probationary/permanent Level I position.
2. Two (2) years Gas Coordinator experience.
3. Demonstration of satisfactory job performance. Satisfactory performance will be based upon sufficient time to receive training, learn the job requirements and be evaluated on job performance.
4. The corporation will advise the Association if an employee is unable to meet the normal requirements of progression. The employee will be given three (3) months to secure another job within the Corporation, under terms of the Collective Agreement. If unsuccessful, the employee's employment may be terminated by the Corporation. Progression from the lower level job to the higher level job will be made without a job posting.

**Level II to Level III**

1. Successful completion of the CAPP A Certificate Program courses within three (3) years of entry into the probationary/permanent Level I position.
2. Three (3) years Gas Coordinator experience.
3. Demonstration of satisfactory job performance. Satisfactory performance will be based upon sufficient time to receive training, learn the job requirements and be evaluated on job performance.
4. The corporation will advise the Association if an employee is unable to meet the normal requirements of progression. The employee will be given three (3) months to secure another job within the Corporation, under terms of the Collective Agreement. If unsuccessful, the employee's employment may be terminated by the Corporation.
5. Progression from the lower level job to the higher level job will be made without a job posting.

## **Level III to Level IV**

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

**APPENDIX D**  
**SHIFT FOR COMPANY WIDE OR MAJOR DISASTER**

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

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

**APPENDIX E**  
**LAYOFFS AND REDUCTION OF STAFF**

For the purposes of Article 30 – Layoffs and Article 31 – Reduction of staff, the following will apply:

1. For progression jobs listed in Appendix A-1, A-2, and A-3 the position progressed ‘from’ and ‘to’ will be treated as one job classification number.
2. For the System Coordinator position and the Engineering Technologist position, where a permanent reduction of staff is necessary, employees will be retained in the following order:
  - (a) Job classification number as indicated on the official job description;
  - (b) Area of specialization;
  - (c) Geographic region; and
  - (d) Length of continuous NGEA bargaining unit service.
3. For the System Coordinator position and the Engineering Technologist position, employees will be eligible for rehire into identified job class number as indicated on the official job description, area of specialization and geographical region on a last out first in basis.

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

**EMPLOYEES COVERED**

All non-shift employees who are covered by the Labour Relations Board dated the Certificate No. C1851-2020 dated the 9th day of November A.D. 2020.

**CONDITIONS**

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

- Where conditions permit, when employees will be working greater than one hundred (100) kilometres from their home base, and
- At the Corporation's discretion when employees will be working less than one hundred (100) kilometres from their home base.

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

**ARTICLE 15.00 HOURS OF WORK AND OVERTIME**

- 15.01** (a) For all non-shift eight (8) hour employees, a normal day's work shall be ten (10) hours between the hours of 0700 and 1900 hours. A lunch period of at least one-half (½) hour to a maximum of one (1) hour shall be observed. The normal week shall be forty (40) hours worked in any four (4) consecutive days, Monday through Saturday inclusive. The Corporation undertakes to give employees affected seventy-two (72) hours' notice of a change in the work week or commencement time of work.
- (b) The Corporation may offer non-shift seven and one-half (7½) hour employees, the opportunity to be on a shift where a normal day's work shall be up to ten (10) hours between the hours of 0700 and 1900 hours. A lunch period of at least one-half (½) hour to a maximum of one (1) hour shall be observed. The normal week shall be thirty-seven and one-half (37½) hours worked in any four (4) consecutive days, Monday through Saturday inclusive. The Corporation undertakes to give employees affected seventy-two (72) hours' notice of a change in the work week or commencement time of work. The employee has the right to decline the offer.
- 15.03** Overtime shall mean any work performed in excess of ten (10) hours per day or forty (40) hours per week for eight (8) hour employees, or thirty-seven and one-half (37½) hours for seven and one-half (7½) hour employees, subject to Article 15.01. Whenever practical, overtime will be offered on a fair and equal basis to qualified employees. Exceptions include emergency situations and high risk or complex jobs.



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

(a) All hours worked in excess of ten (10) hours per day or forty (40) hours per week for eight (8) hour employees shall be paid at the applicable overtime rate.

(b) All hours worked in excess of ten (10) hours per day or thirty-seven and one-half (37½) hours per week for seven and one-half (7½) hour employees shall be paid at the applicable overtime rate.

## **ARTICLE 18.00 HOLIDAYS**

**18.08** For those employees working a Compressed Work Week as described in Article 15.01, payment in respect to holidays shall be calculated based on the scheduled work hours.

## **ARTICLE 19.00 ANNUAL VACATIONS**

**19.16** Notwithstanding the foregoing, for those employees working the Compressed Work Week as described in Article 15.01 (a), payment in respect to vacations shall be calculated based on the scheduled work hours. While on a Compressed Work Week, if an employee wishes to take vacation days, the employee's vacation will be reduced by the scheduled work hours from their vacation entitlement.

## **ARTICLE 26.00 STANDBY ALLOWANCE**

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

## **SPECIAL NOTES**

**1.** In cases of time off with pay granted, the following will apply:

(a) For sick leave administration, each day will be ten (10) hours or the scheduled work hours. The employee's record of sick time will reflect ten (10) hours or the scheduled work hours for each day absent.

(b) For compassionate grounds, salary indemnity or WCB, employees will revert to the normal hours of work in the day as covered by the Agreement and compensation will be computed on a regular basis.

**2.** Notwithstanding Article 15.01, it is agreed that to allow for a personal time-off request by an employee, the supervisor may rearrange the regular day off resulting from the compressed work week program to coincide with the day on which the personal time off is requested.

**3.** The Corporation will determine initially or subsequently the employees included in the Compressed Work Week Program as described in Article 15.01.

## APPENDIX F-2

### SENIOR CONTROL CENTRE OPERATORS, CONTROL CENTRE OPERATORS AND ENTRY LEVEL CONTROL CENTRE OPERATORS AT THE EDMONTON PRIMARY CONTROL CENTRE

#### EMPLOYEES COVERED

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

#### CONDITIONS

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

#### ARTICLE 16.00 HOURS OF WORK AND OVERTIME

- 15.02** (a) (i) Field shift employees shall be deemed to be employees who are required to work a regularly scheduled rotating two-shift system. Shift employees shall be subject to a twelve and one-quarter (12 ¼) hour shift, and an average forty (40) hour week, and the schedules of shift work shall be posted in advance by the Corporation.
- 15.03** (b) Overtime shall mean any work performed in excess of twelve and one-quarter (12 ¼) hours per shift and an average forty (40) hours per week, subject to Article 15.02 (a)(i) above.
- 15.04** Payments for authorized overtime shall be made as follows:
- (a) All hours worked in excess of twelve and one-quarter (12 ¼) hours per shift or an average forty (40) hours per week shall be paid at the applicable overtime rate.
- (c) Notwithstanding Article 15.03 (b) and only for permanent or probationary employees permanently classified as Senior Control Center Operators, Control Centre Operators or Entry Level Control Centre Operators working the twelve and one-quarter (12 ¼) hour shift on a year round basis, payment of statutory holiday overtime to shift employees who work according to a two-shift schedule rotating both as to time of day and day of week shall be in the form of a Shift Statutory Holiday Adjustment (SSHA) in the amount of 9.643%. The SSHA shall be calculated on a bi-weekly basis to compensate at applicable overtime rates for loss of holidays.
- A non-shift employee will receive ninety-six (96) hours of statutory holiday pay or be paid at double time (2x) of the regular rate of pay if worked.
  - A shift employee works the ninety-six (96) hours as part of their shift rotation. Following the application of shift reduction days and adjustments in Article 16.04 (d), time worked averages to eighty (80) hours per paid period.

- For the purpose of this calculation, an average calendar year is 365.25 days, therefore the non-shift employee works 2087.14 hours per year (365.25 days divided by 14-day pay period times 80 hours per pay period) less the ninety-six (96) hours or 1991.14 hours (exclusive of holidays).
- The shift employee works the 2087.14 hours per year (exclusive of holidays).
- The formula for compensation as a percent =  $(\text{additional hours at the OT rate})/(\text{total normal hours worked exclusive of stats}) * 100$ .
- $= (96 * 2) / 1991.14 * 100 = 9.643\%$ .

(d) The current shift schedule configuration requires that Senior Control Center Operators, Control Centre Operators or Entry Level Control Centre Operators working the twelve and one-quarter (12 ¼) hour shift on a year round basis are scheduled to work an additional 150 hours per year. To reduce hours worked to average a forty (40) hour work week, Shift Reduction Days (R days) are applied to the shift rotation.

- A shift rotation equates to fourteen (14) shifts every twenty-eight (28) days.
- A shift is 12.25 hours.
- The formula to calculate hours worked in a year =  $(\text{days in a year} / \text{days per rotation}) * \text{working days per rotation} * \text{hours worked per day}$ .
- For the purpose of this calculation, an average calendar year is 365.25 days, therefore the hours worked in a year =  $(365.25 \text{ days} / 28 \text{ days per shift rotation}) * 14 \text{ working days per rotation} * 12.25 \text{ hours per day} = 2237.16 \text{ hours}$ .
- Control Center Operators are currently compensated to 2087.14 hours (inclusive of SSHA).
- Uncompensated hours per year =  $2237.16 - 2087.14 = 150.02 \text{ hours}$ .
- The 147 of the 150.02 annual hours will be compensated with 12 shifts (147 hours / 12.25 hours/shift) known as Shift Reduction Days (R days).
- Control Center Operators are to schedule a shift reduction day once every month (Shift reduction days can be accumulated up to a maximum of 3 days) to bring down their hours to 2087.14 per year to average to a forty (40) hour work week.

(e) The 3.02 hours of uncompensated hours in 16.04 (d) will be paid on a bi-weekly basis in the amount of 0.289%.

- The formula for compensation as a percent =  $(\text{additional hours at the OT rate})/(\text{total normal hours worked inclusive of stats}) * 100$
- $= (3.02 * 2) / 2087.14 * 100 = 0.289\%$

The 0.289% will be paid together with the 9.643% SSHA in 16.04 (c) for a total of 9.932%.

## 15.10 Daylight Saving Time

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

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

#### **ARTICLE 17.00 SHIFT DIFFERENTIAL**

- 17.03** (c) Any job scheduled, in advance as per Article 15.02 (c), outside of normal hours for at least two (2) consecutive days (less than two (2) consecutive days worked outside of normal hours shall be paid on an overtime basis).

#### **ARTICLE 19.00 ANNUAL VACATIONS**

**19.01** Per Article 19.01.

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

#### **SPECIAL NOTES**

- (a) In converting from the eight (8) hour shift schedule to the twelve and one-quarter (12 ¼) hour shift schedule at the commencement of the trial period, or if reversion to the eight (8) hour shift schedule takes place at the end of the trial period, no overtime will be accrued as a result of the change to the new shift schedule.
- (b) Shift differentials will be paid in accordance with Article 17.00.
- (c) An employee will not be permitted to work two shifts back to back.
- (d) It is the intent of this Appendix to include the SSHA as identified in Article 16.04 into base regular bi-weekly pay only for permanent or probationary employees permanently classified as Senior Control Center Operators, Control Centre Operators or Entry Level Control Centre Operators working the twelve and one-quarter (12 ¼) hour shift on a year round basis for the purposes of time off with pay granted on compassionate grounds, sickness and accident indemnity, annual vacations, pension contributions and calculation and Corporation Life Insurance.
- (e) In the event that an employee identified in point (d) above is Temporarily assigned a position not working the shift, such employee will not be paid the SSHA for the duration of the temporary assignment.

**APPENDIX F-3**  
**12-HOUR SHIFT SCHEDULE,**  
**COVERING CERTAIN SHIFT FIELD UNIT EMPLOYEES**  
**AT THE FORT SASKATCHEWAN SALT CAVERN**  
**PEAKING FACILITIES**

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

**EMPLOYEES COVERED**

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

**CONDITIONS**

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

**ARTICLE 15.00 HOURS OF WORK AND OVERTIME**

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

**15.03** (b) Overtime shall mean any work performed in excess of twelve (12) hours per day and an average forty (40) hours per week, subject to Article 15.02 (a)(i) above.

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

(a) All hours worked in excess of twelve (12) hours per day or an average forty (40) hours per week shall be paid at the applicable overtime rate.

**15.10 Daylight Saving Time**

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

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

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

## **ARTICLE 19.00 ANNUAL VACATIONS**

**19.01** Per Article 19.01..

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

### **SPECIAL NOTES**

- (a) In cases of time off with pay granted on compassionate grounds, sickness and accident indemnity, employees will revert to normal hours of work of eight (8) hours and compensation will be computed on the regular basis.
- (b) In converting from the eight (8) hour shift schedule to the twelve (12) hour shift schedule at the commencement of the trial period, or if reversion to the eight (8) hour shift schedule takes place at the end of the trial period, no overtime will be accrued as a result of the change to the new shift schedule.
- (c) Shift differentials will be paid in accordance with Article 17.00.
- (d) An employee will not be permitted to work two shifts back to back.

**APPENDIX G-1**  
**12-HOUR SHIFT SCHEDULE,**  
**DISTRIBUTION OPERATIONS - SERVICE 24-HOUR SHIFT**

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

**EMPLOYEES COVERED**

Distribution Operators – Service

**CONDITIONS**

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

**ARTICLE 15.00 HOURS OF WORK AND OVERTIME**

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

**15.03** Overtime shall mean any work performed in excess of twelve (12) hours per day and an average forty (40) hours per week, subject to 15.02 above. Whenever practical, overtime will be offered on a fair and equal basis to qualified employees. Exceptions include emergency situations and high risk or complex jobs.

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

- (a) All hours worked in excess of twelve (12) hours per day or an average forty (40) hours per week shall be paid at double (2) times the employee's regular rate of pay.
- (b) Notwithstanding Article 15.03 and only for Permanent or Probationary employees permanently classified as Operator - Service working the twelve (12) hour shift on a year round basis, payment of overtime to shift employees who work according to a two-shift schedule rotating both as to time of day and day of week and who work an average of forty-two (42) hours per week shall be in the form of a shift bonus (0.199). The shift bonus shall be calculated on a bi-weekly basis to compensate at applicable overtime rates for loss of holidays and for the two (2) hours extra that are worked in an average week.

**15.11 Daylight Saving Time**

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

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

## **ARTICLE 17.00 SHIFT DIFFERENTIAL**

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

## **ARTICLE 19.00 ANNUAL VACATIONS**

**19.01** Per Article 19.01.

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

## **SPECIAL NOTES**

- (a) In cases of time off with pay granted on compassionate grounds, sickness and accident indemnity, employees will revert to normal hours of work as covered by the Plant Agreement and compensation will be computed on the regular basis.
- (b) In converting from the eight (8) hour shift schedule to the twelve (12) hour shift schedule at the commencement of the trial period, or if reversion to the eight (8) hour shift schedule takes place at the end of the trial period, no overtime will be accrued as a result of the change to the new shift schedule.
- (c) Shift differentials will be paid in accordance with Article 17.00.
- (d) An employee will not be permitted to work two (2) shifts back to back.



**APPENDIX G-2**  
**12-HOUR SHIFT SCHEDULE,**  
**COVERING DISTRIBUTION OPERATIONS - SERVICE 12-HOUR SHIFT**

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

**EMPLOYEES COVERED**

Distribution Operators - Service

**DURATION**

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

**CONDITIONS**

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

**ARTICLE 15.00 - HOURS OF WORK AND OVERTIME**

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

**15.03** Overtime shall mean any work in excess of twelve (12) hours per day and an average forty (40) hours per week, subject to 15.02 above. Whenever practical, overtime will be offered on a fair and equal basis to qualified employees. Exceptions include emergency situations and high risk or complex jobs.

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

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

**15.11 Daylight Saving Time**

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

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

## **ARTICLE 17.00 SHIFT DIFFERENTIAL**

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

## **ARTICLE 19.00 ANNUAL VACATIONS**

- 19.01** Per Article 19.01.

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

## **SPECIAL NOTES**

- (a) In cases of time off with pay granted on compassionate grounds, sickness and accident indemnity, employees will revert to normal hours of work as covered by the Agreement and compensation will be computed on a regular basis.
- (b) In converting from the eight (8) hour shift schedule to the twelve (12) hour shift schedule at the commencement of the period, or if reversion to the eight (8) hour shift schedule takes place at the end of the period, no overtime will be accrued as a result of the change to the new shift schedule.
- (c) Shift differentials will be paid in accordance with Article 17.00.
- (d) An employee will not be permitted to work two (2) shifts back to back.

**APPENDIX G-3**  
**12-HOUR SHIFT SCHEDULE,**  
**COVERING CERTAIN DISTRIBUTION OPERATIONS DISPATCHERS**

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

**EMPLOYEES COVERED**

Dispatchers (12 Hour)

**DURATION**

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

**CONDITIONS**

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

**ARTICLE 15.00 HOURS OF WORK AND OVERTIME**

- 15.02** (a) Shift employees shall be deemed to be employees who are required to work a regularly scheduled rotating two-shift system. Shift employees shall be subject to a twelve (12) hour day, and an average forty (40) hour week, and the schedules of shift work shall be posted in advance by the Corporation.
- (b) The normal hours for shift commencement times shall be as follows:
- (i) A Day Shift shall commence between 0400 and 0800 hours;
- (ii) A Night Shift shall commence between 1600 and 2000 hours.
- 15.03** Overtime shall mean any work in excess of twelve (12) hours per day and an average forty (40) hours per week, subject to 15.02 above. Whenever practical, overtime will be offered on a fair and equal basis to qualified employees. Exceptions include emergency situations and high risk or complex jobs.
- 15.04** Payments for authorized overtime shall be made as follows:
- (a) All hours worked in excess of twelve (12) hours per day or an average forty (40) hours per week shall be paid at the applicable overtime rate.
- (b) Notwithstanding Article 15.03 and only for Permanent or Probationary employees permanently classified as Dispatchers working the twelve (12) hour shift on a year round basis, payment of overtime to shift employees who work according to a two-shift schedule rotating both as to time of day and day of week and who work an average of seventy-two (72) hours per week shall be in the form of a shift bonus (0.199). The shift bonus shall be calculated on a bi-weekly basis to

compensate at applicable overtime rates for loss of holidays and for the two (2) hours extra that are worked in an average week

### **15.11 Daylight Saving Time**

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

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

### **ARTICLE 17.00 SHIFT DIFFERENTIAL**

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

### **ARTICLE 19.00 ANNUAL VACATIONS**

**19.01** Per Article 19.01.

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

### **SPECIAL NOTES**

- (a) In converting from the eight (8) hour shift schedule to the twelve (12) hour shift schedule at the commencement of the trial period, or if reversion to the eight (8) hour shift schedule takes place at the end of the trial period, no overtime will be accrued as a result of the change to the new shift schedule.
- (b) Shift differentials will be paid in accordance with Article 17.00.
- (c) An employee will not be permitted to work two (2) shifts back to back.
- (d) It is the intent of this Appendix to include the Shift Bonus as identified in Article 15.04 into base regular bi-weekly pay only for Permanent or Probationary employees permanently classified as Dispatchers working the twelve (12) hour shift on a year round basis for the purposes of time off with pay granted on compassionate grounds, disability claims, annual vacations, pension contributions and calculation and Employee Life Insurance.
- (e) In the event that an employee identified in point (d) above is temporarily assigned a position not working the shift, such employee will not be paid the shift bonus for the duration of the temporary assignment.

**APPENDIX H**  
**BARGAINING CERTIFICATE**

For purposes of this consolidation application, the intent of the parties is to maintain the status of quo of the in-scope employees represented by NGEA as at July 31, 2019 (being the ratification date of the single collective agreement).

The parties have agreed to have the Board issue an "all employee" certificate for the new unit, but they confirm that the delineation that existed as at July 31, 2019 regarding which employees are in-scope and out-of-scope will apply as at the effective date of the new "all employee" certificate.

While the "status quo" may be referenced and relied on in any future determination applications, this will not prevent NGEA from maintaining that it was not aware that certain positions have been excluded and that the status quo should not apply to those positions. The parties agree that they will continue to discuss any issues that may arise as to inclusions and exclusions from the bargaining unit.

**LETTER OF UNDERSTANDING**  
**12-HOUR SHIFTS**

The Company and the Association have agreed to ensure the hours of work and rest times associated with 12-hour shifts meet with new Alberta Employment Standards Code. The Company and the Association also agree to request an exemption to the 12-hour maximum work day in Appendix G-1.

Pending the outcome of the preceding, applicable Appendices may require updating by Human Resources and the Association and will be reviewed at an Employee Relations Meeting.

**LETTER OF UNDERSTANDING  
AIRDRIE AND OKOTOKS**

This Letter of Understanding comes into effect and force on the first (1st) day of January 2021 and shall continue in force and effect until the thirty-first (31) day of December 2023.

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

This Letter of Understanding expires on December 31, 2023.

**LETTER OF UNDERSTANDING  
LATERAL TRANSFERS WITHIN A REGION**

This Letter of Understanding comes into effect and force on the first (1st) day of January 2021 and shall continue in force and effect until the thirty-first (31) day of December 2023.

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

- Region is defined as Agency Office, Edmonton (includes Edmonton offices, St. Albert and SPOC), Calgary (including the employees in the Airdrie and Okotoks offices as outlined-in the Letter of Understanding for Airdrie and Okotoks).
- Includes all positions within that region that are currently or could be located in multiple locations in that region.
- Positions that can have specialties can be excluded e.g. Eng Techs, System Coordinators.

Schedule 14 and 23 employees will be excluded from this practice and positions will be posted. It is understood that employees covered by Schedule 14 and 23 are required to perform all functions covered by the job description and as defined under their supervisor's area of responsibility. Cross-training and temporary assignments for coverage are not permanent.

This Letter of Understanding expires on December 31, 2023



**LETTER OF UNDERSTANDING  
LAND DEPARTMENT REVIEW  
(RENEWAL)**

The Corporation and the Association have agreed to establish a joint committee to review all in-scope Land department positions, including progression and requirement for Senior level positions. The Committee facilitated by Human Resources and a NGEA Executive will be formed. The Committee will be comprised of two management representative (one selected by the Corporation and one selected by NGEA) and five (5) NGEA representatives (two selected by the Corporation and three selected by NGEA).

The Committee will work collaboratively to review all in-scope Land department positions, including progression and requirement for Senior level (Administrator and Agent) positions:

- Establish a project charter/plan,
- Review and update the all in-scope Land department positions,
- Review, evaluate and, if required, develop:
  - The duties of all in-scope Land positions,
  - Requirements/criteria for progression,
  - Documentation and approval process,
  - Time-frames for job progression.

The committee work will continue and the recommendations will be presented to NGEA and Corporation representatives and signed off no later than the thirtieth (30<sup>th</sup>) day of September 2021.

The Corporation and NGEA will follow a formal dispute resolution process if there is not an agreement on the committee work. The dispute resolution process will follow the Alberta Essential Services framework including Assistance by Umpires.

This Letter of Understanding expires on the thirty first (31<sup>st</sup>) day of December 2021.

**LETTER OF UNDERSTANDING  
OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

This Letter of Understanding comes into force and effect on January 1, 2019 and shall continue in force, for all employees of the ATCO Natural Gas and NGEA Collective Agreement until a new Collective Agreement is negotiated to replace the 2019 – 2020 Collective Agreement.

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

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

**2. Workers' Compensation Payments**

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

**3. Boot Allowance**

Employees will be reimbursed 100% of the total cost of the purchase or repair of approved safety footwear, up to a maximum of four hundred dollars (\$400) in a two-year calendar period. Based on operational requirements, a supervisor may approve reimbursement in excess of the maximum for additional types of safety footwear or repair/replacement of safety footwear deemed unsafe due to normal usage.

**4. Work Breaks**

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

**5. Regular Vacation Reductions**

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

**6. Red Circling**

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

(a) Employees who become red circled, will have salary protection for a three (3) year period commencing from the date of becoming red circled. After the three (3) year period, in the event that the employee's red circled wage rate is higher than the maximum wage rate of the position classification of work being performed, the employee's wage rate will be adjusted down to the maximum of the position classification wage rate.

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

**7. Employees Permanently Classified in a 12-Hour Shift Arrangement**

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

**8. Dealing with the Filling of Vacancies**

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

- (a) A short-term vacancy of a permanent job where the incumbent is expected to return to the job may be filled through, in order of preference:
- Article 23.00 - Temporary Change of Duties,
  - Work Experience Program (must be a minimum of 3 months' duration),
  - Temporary Employee hired as cover off,
  - Casual Employee hired as cover off, or
  - Left vacant.
- (b) A long-term vacancy of a permanent job where the incumbent will not be returning to the job:
- May be posted directly as outlined in Article 14.00 - Job Posting, Promotions and Transfers,
  - May have the posting process delayed, or,
  - May be deleted.
- i) If the vacancy is to be posted immediately, interim arrangements may be arranged as per (a) above.
- ii) If the posting is to be delayed, the Corporation may fill the vacancy in one of the following methods, in order of preference:
- Article 23.00 - Temporary Change of Duties,
  - Work Experience Program (must be a minimum of 3 month's duration), or,
  - Temporary Employee hired as cover off, or
  - Casual Employee hired as cover off.
- iii) The Corporation will notify the Association and the affected work group of the manner in which the vacancy will be administered.
- (c) If the duration of a temporary job is expected to be greater than 3 months, the Work Experience Program may be considered. The job may be filled with a Temporary employee as well.

9. **Temporary Job Exchange**

In order to gain broader work experience by trying out different jobs within the Corporation a job exchange program will be introduced for permanent employees of the Collective Agreement.

The job exchange program will allow:

- Two permanent employees of compatible jobs to apply to the Corporation for permission to exchange jobs on a temporary basis.
- A permanent employee of Schedule 14 and Schedule 23 to apply to the Corporation for permission to move on a temporary basis to a clerical position in Schedule 14 and Schedule 23 that is currently being filled by a Temporary or Casual employee.

10. **Summer Students**

It is agreed that Summer Students shall be included in the scope of this agreement. The wage rate for Summer Students will be set by Human Resources.

11. **Defined Contribution Pension Plan**

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

12. **Pension and Benefits**

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

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

13. **Office or Non-Field Positions**

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

14. **Prescription Safety Sunglasses**

Prescription safety sunglasses will be provided as Personal Protective Equipment for appropriate personnel.

15. **Standby**

ATCO Natural Gas understands that there may be times that employees may need to have a portion of their standby shift re-assigned. An example of where this might occur is to accommodate the scheduling of holidays, an employee may only be able to work certain days of the shift, due to previously scheduled vacation. Each Regional Department may set their own Standby shift schedules providing it meets the operational requirements of the Corporation.

## **LETTER OF UNDERSTANDING PROGRESSION COMMITTEE**

The Company and the Association have agreed to establish a joint committee to review the Progression Jobs in Appendix A-1 and A-2 as well as the outcome of the Operator Position Review Letter of Understanding. The Committee will work collaboratively to:

- Review and update the progression jobs included in Appendix A-1 and A-2.
- Develop:
  - Requirements/criteria for progression,
  - Documentation and approval process,
  - Responsibilities,
  - Time-frames for job progression.
- Provide written recommendations to the Vice President of the responsible Division or in the absence of a Vice President, the most senior level management representative within the Division, no later than December 31, 2023.

**LETTER OF UNDERSTANDING  
SEVERANCE PROVISIONS**

**DURATION**

This Letter of Understanding comes into effect and force on the first (1st) day of January 2021 and shall continue in force and effect until the thirty-first (31) day of December 2023.

**EMPLOYEES COVERED**

Permanent employees affected by Article 31.00

**CONDITIONS**

1. This agreement does not form part of the Collective Agreement and if concerns arise with respect to the agreement, they shall be addressed by representatives of the Parties and not by way of the grievance procedure.
2. The following formula will be used to determine the amount of severance offered to permanent employees who are affected by Article 31.00 of the Collective Agreement between January 1, 2021 and December 31, 2023:
  - (a) An amount for length of service, calculated as follows:
    - (i) Two and one-half (2½) weeks regular pay per year of service with the Corporation will be paid to permanent employees in lieu of notice.
  - (b) An amount in consideration of a permanent employee's age, calculated as follows:
    - (i) Where a permanent employee is between fifty (50) and fifty-four (54) years of age at the time of termination, the employee will be paid four (4) weeks regular pay in lieu of notice.
    - (ii) Where a permanent employee is fifty-five (55) years of age or older at the time of termination, the employee will be paid six (6) weeks regular pay in lieu of notice.
  - (c) A minimum of thirteen (13) weeks regular pay will be paid in severance in lieu of notice.
  - (d) A maximum of sixty (60) weeks regular pay will be paid in severance in lieu of notice.
  - (e) Where a permanent employee's severance calculated under 2(a) is capped at sixty (60) weeks regular pay and the employee is age fifty (50) or older, an additional two and a half (2½) weeks regular pay will be paid in consideration of age.
  - (f) Where a permanent employee's severance calculated under 2(a) is under sixty (60) weeks regular pay and the employee is age fifty (50) or older, the maximum severance calculated using 2(a) and 2(b) will be sixty (60) weeks regular pay plus up to two and a half (2½) weeks regular pay.
3. In addition to the amounts payable under 2 above, a permanent employee affected by Article 31.00 of the Collective Agreements between January 1, 2021 and December 31, 2023 shall be entitled to a payment of twelve percent (12%) of the severance amount in lieu of benefits.

This Letter of Understanding expires on December 31, 2023.

**LETTER OF UNDERSTANDING  
TRANSMISSION AND DISTRIBUTION MEASUREMENT, AUTOMATION & COMMUNICATION  
TECHNOLOGIST  
POSITION REVIEW  
(UPDATED)**

The Corporation and the Association will continue the Joint Committee to continue the work to identify core and common functions (now called specialized or common job plans) and review job descriptions for the following Field Technologist positions:

- Distribution and Transmission Senior Measurement, Automation & Communication Technologist
- Distribution and Transmission E&I Technologist

For each of the two Technologist streams in Schedule 09, a committee, facilitated by Human Resources, will be comprised of two management representatives (one selected by the Corporation and one selected by NGEA) and seven NGEA representatives from the appropriate stream (three selected by the Corporation and four selected by NGEA). As required, a subset of this committee (one selected by the Corporation and two selected by NGEA) will work with Workforce Development to review the list of job plans, tasks, or competencies as part of the workflows in WAM to be assigned to the appropriate craft.

The recommendations will be presented to NGEA and Corporation representatives and signed off no later than the thirtieth (30<sup>th</sup>) day of September 2021.

The Corporation and NGEA will follow a formal dispute resolution process if there is not an agreement on the committee work. The dispute resolution process will follow the Alberta Essential Services framework including Assistance by Umpires.

Changes made by the Corporation to the work completed by the Committee(s) after expiry of this letter of understanding will be subject to the established grievance process outlined in Article 7.

This Letter of Understanding expires on the thirty first (31<sup>st</sup>) day of December 2021.

**LETTER OF UNDERSTANDING  
TRANSMISSION AND DISTRIBUTION OPERATIONS/SERVICE  
POSITION REVIEW (UPDATED)**

The Corporation and the Association will continue a Joint Committee to continue the work to identify core and common functions (now called specialized or common job plans) for the following Operator positions:

- Junior Operator – Distribution
- Junior Operator – Transmission
- Junior Operator – Construction
- Junior Operator – Service
- Operator – Distribution
- Operator – Transmission
- Operator – Construction
- Operator – Construction-Heavy Equipment
- Operator – Service
- Senior Operator – Distribution
- Senior Operator – Transmission
- Senior Operator – Construction
- Senior Operator – Service

A committee, facilitated by Human Resources and a NGEA Executive, will be comprised of three representatives (one selected by the Corporation and two selected by NGEA) from the appropriate stream. These committees will work with Workforce Development to review the list of job plans, tasks, or competencies as part of the workflows in WAM. This committee will focus on operator work in large centers and will forward appropriate items to the District committee as addressed in LOU – Districts Operators – Distribution & Construction or District Operators - Service.

The recommendations will be presented to NGEA and Corporation representatives and signed off no later than the thirty-first (31<sup>st</sup>) day of December 2021.

The Corporation and NGEA will follow a formal dispute resolution process if there is not an agreement on the committee work. The dispute resolution process will follow the Alberta Essential Services framework including Assistance by Umpires.

Changes made by the Corporation to the work completed by the Committee(s) after expiry of this letter of understanding will be subject to the established grievance process outlined in Article 7.

This Letter of Understanding expires on the thirty-first (31<sup>st</sup>) day of December 2021.

**LETTER OF UNDERSTANDING**



## **DISTRICTS OPERATORS - SERVICE POSITION REVIEW**

The Corporation and the Association have agreed to continue the joint committee to review the job duties and requirements and identify core and common functions (now called specialized or common job plans) for Senior Operator – Service positions in the Districts.

A committee, facilitated by Human Resources and a NGEA Executive, will be comprised of two management representatives (one selected by the Corporation and one selected by NGEA) and seven NGEA representatives from the appropriate stream (three selected by the Corporation and four selected by NGEA). As required, a subset of this committee (one selected by the Corporation and two selected by NGEA) will work with Workforce Development to review the list of job plans, tasks, or competencies as part of the workflows in WAM to be assigned to the appropriate craft.

The recommendations will be presented to NGEA and Corporation representatives and signed off no later than the thirtieth (30<sup>th</sup>) day of September 2021.

The Corporation and NGEA will follow a formal dispute resolution process if there is not an agreement on the committee work. The dispute resolution process will follow the Alberta Essential Services framework including Assistance by Umpires.

Changes made by the Corporation to the work completed by the Committee(s) after expiry of this letter of understanding will be subject to the established grievance process outlined in Article 7.

This Letter of Understanding expires on the thirty first (31<sup>st</sup>) day of December 2021.

**LETTER OF UNDERSTANDING  
DISTRICTS OPERATORS – DISTRIBUTION & CONSTRUCTION  
POSITION REVIEW**

The Corporation and the Association have agreed to establish a joint committee to review the job duties and requirements and identify core and common functions (now called specialized or common job plans) for Senior Operator – Distribution & Construction positions in the Districts.

A committee, facilitated by Human Resources and a NGEA Executive, will be comprised of two management representatives (one selected by the Corporation and one selected by NGEA) and seven NGEA representatives from the appropriate stream (three selected by the Corporation and four selected by NGEA). As required, a subset of this committee (one selected by the Corporation and two selected by NGEA) will work with Workforce Development to review the list of job plans, tasks, or competencies as part of the workflows in WAM to be assigned to the appropriate craft.

The recommendations will be presented to NGEA and Corporation representatives and signed off no later than the thirty first (31<sup>st</sup>) day of December 2021.

The Corporation and NGEA will follow a formal dispute resolution process if there is not an agreement on the committee work. The dispute resolution process will follow the Alberta Essential Services framework including Assistance by Umpires.

Changes made by the Corporation to the work completed by the Committee(s) after expiry of this letter of understanding will be subject to the established grievance process outlined in Article 7.

This Letter of Understanding expires on the thirty first (31<sup>st</sup>) day of December 2021.

**LETTER OF UNDERSTANDING  
PRESSURE CONTROL OPERATORS  
POSITION REVIEW**

The Corporation and the Association have agreed to establish a joint committee to review Pressure Control positions and recommend appropriate placement within existing or new job schedules.

The Committee, facilitated by Human Resources and a NGEA Executive, will be comprised of two management representatives (one selected by the Corporation and one selected by NGEA) and seven NGEA representatives from the appropriate stream (three selected by the Corporation and four selected by NGEA). As required, a subset of this committee (one selected by the Corporation and two selected by NGEA) will work with Workforce Development to review the list of job plans, tasks, or competencies as part of the workflows in WAM to be assigned to the appropriate craft. This committee will focus on operator work in large centers and will forward appropriate items to the District committee as addressed in LOU – Districts Operators – Distribution & Construction or District Operators - Service.

The recommendations will be presented to NGEA and Corporation representatives and signed off no later than the thirty first (31<sup>st</sup>) day of December 2021.

The Corporation and NGEA will follow a formal dispute resolution process if there is not an agreement on the committee work. The dispute resolution process will follow the Alberta Essential Services framework including Assistance by Umpires.

Changes made by the Corporation to the work completed by the Committee(s) after expiry of this letter of understanding will be subject to the established grievance process outlined in Article 7.

This Letter of Understanding expires on the thirty first (31<sup>st</sup>) day of December 2021.

**LETTER OF UNDERSTANDING  
FOREMAN**

Both the Corporation and NGEA recognize that foreman play a key role in providing leadership to our work groups. In an effort to ensure clarity around the evolution of this function within the bargaining unit, both parties commit to engage in meaningful discussions with the Supervisors and Foremen to obtain feedback and provide further clarity on the roles and responsibilities that exist today.

These meetings will be scheduled over the course of 2021.

This Letter of Understanding expires on the thirty first (31<sup>st</sup>) day of December 2021.

**LETTER OF UNDERSTANDING**  
**ARTICLE 22 – TEMPORARY CHANGE OF DUTIES**

In an effort to clarify the use of Temporary Change of Duties, the Corporation and Association agree to engage in meaningful, ongoing conversation based on the recommendations of the following committees described in the Letters of Understanding of; Transmission and Distribution Operation/Service, Transmission and Distribution Process Control/E&I Technologist, Districts Operators – Distribution & Construction, District Operators – Service and Pressure Control Position review.

The purpose of these discussions will be to ensure the fair and reasonable application of Article 22.

This Letter of Understanding expires on the thirty first (31<sup>st</sup>) day of December 2021.

**LETTER OF UNDERSTANDING**  
**WORKING FROM HOME**

The Corporation acknowledges that a number of employees and management have adapted to working from home to stay safe during the Pandemic. The Corporation and the Association agree to review the implications of working from home on employees and the business, considering the need for mutually beneficial arrangements and impacts on flexibility, productivity, culture and collaboration.

This Letter of Understanding expires on the thirty first (31<sup>st</sup>) day of December 2022.

**LETTER OF UNDERSTANDING  
ADDICTION SUPPORT**

The Corporation is committed to assisting employees who require addiction support and will provide employees with a choice of accredited Substance Abuse Experts. The Corporation agrees to continue formal and informal discussions with the Association as it relates to addiction support.

This Letter of Understanding expires on the thirty first (31<sup>st</sup>) day of December 2021.

**LETTER OF UNDERSTANDING  
ATCO ENERGY SOLUTIONS (AES) RECIPROCITY**

The Corporation and the Association agree that in the event that a majority of the NGEA membership approve reciprocity, it shall be administered as follows;

- Applications in writing will be considered from permanent AES employees as defined in the Alberta Labour Relations Board Certificate 78-2018 who meet the qualification requirements as stated in the job posting.
- The Corporation, at their discretion, reserves the right as to whether or not to interview AES candidates as defined in the Alberta Labour Relations Board 78-2018.
- Employees as defined in the Alberta Labour Relations Board Certificate 78-2018 shall have no grievance rights under Article 7.00.

This Letter of Understanding expires on the thirty first (31<sup>st</sup>) day of December 2023.