

**COLLECTIVE
AGREEMENT**

between

Apex Utilities Inc.

and

Unifor Local 1947



January 1, 2021 – December 31, 2022

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COLLECTIVE AGREEMENT

THIS AGREEMENT made this 21st day of April, A.D. 2021.

BETWEEN:

APEX UTILITIES INC.,
body corporate with head office at the City of Leduc, in the
Province of Alberta (hereinafter called "the Company")

OF THE FIRST PART,

- and -

UNIFOR LOCAL 1947, a trade union within the meaning of the Alberta Labour Act, of the City of
Leduc, in the Province of Alberta (hereinafter called "the Union")

OF THE SECOND PART.

WHEREAS the Company is a public utility engaged in the business of producing, purchasing, transmitting, distributing, supplying and selling natural gas and providing services in connection therewith to the inhabitants of certain communities in the Province of Alberta;

AND WHEREAS by Certificate No. 90-77, dated the 21st day of April, A.D. 1977, subsequently varied September 26, 1980, October 26, 1982, January 21, 1986, re-issued August 22, 1991 by Certificate Number: 1620-91, reissued August 21, 1996 by Certificate Number: 149-96, reissued April 24, 2001 by Certificate Number: 107-2001, reissued August 11, 2014 by Certificate Number 164-2014, and reissued February 12, 2021 by Certificate Number C1871-2021 (hereinafter called "The Certificate") by the Alberta Labour Relations Board for the said Province (hereinafter called "the Board"), and made pursuant to the provisions of the Alberta Labour Relations Code, the Union has been certified as the bargaining agent for a unit of employees of the Company, comprising:

"All Employees"

SPIRIT OF AGREEMENT

WHEREAS the Company is an organization where the money of investors is combined with the judgement, abilities, experience and energy of its management and employees to provide efficient public utility service;

AND WHEREAS it is agreed that the service rendered by the Company, its management and the employees directly or indirectly to natural gas customers from time to time served by the Company, is essential to the welfare of those customers;

AND WHEREAS it is essential to the livelihood and in the best interest of the Company, its management and employees to direct their respective efforts toward the efficient and economical operation of the Company's business;

THEREFORE THIS AGREEMENT recognizes and accepts the principles and spirit of good teamwork, based upon mutual responsibility, respect, confidence, loyalty, integrity and friendliness;

AND THIS AGREEMENT FURTHER RECOGNIZES that all successful employer-employee relations must be mutually advantageous, fair and just, not more favourable to one than to the other and of the same spirit of co-operation and friendliness in which this Agreement is reached;

AND WHEREAS subject to the terms and conditions herein contained, the parties hereto by these presents enter 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 JOINT COLLECTIVE BARGAINING

- 1.01** This Agreement shall come into force January 1, 2021, and shall continue in operation until December 31, 2022.
- 1.02** It is agreed that the terms and conditions of this Collective Agreement will continue in effect after December 31, 2022, until such time that a new Agreement is signed by both parties or until a strike or lockout as defined under the terms of the Alberta Labour Relations Code occurs.
- 1.03** Should either party wish to negotiate and enter into a new Collective Agreement to replace this Agreement, they shall serve notice of their intention upon the other party not more than one hundred and twenty (120) days, nor less than sixty (60) days prior to the last day of operation of this Agreement as provided under Article 1.01 above.
- 1.04** When notice has been given in accordance with Article 1.03, the parties to the Agreement shall meet as soon as practicable for the purpose of exchanging and clarifying their respective proposals.

ARTICLE 2.00 - APPLICATION

- 2.01** This Agreement shall apply with respect to all of the Company's employees comprised within the bargaining unit prescribed by the Alberta Labour Relations Board Certificate No.C1871-2021, or the said Certificate as may be amended from time to time excepting managerial employees and those employed in a confidential capacity in respect to labour relations.
- 2.02** The Company and the Union agree that the purpose of this Agreement is to set forth terms and conditions of employment relating to rates of pay, hours of work and other working conditions affecting the employees covered by this Collective Agreement as well as providing a means of settling disputes and grievances regarding alleged violations of the terms and conditions of this Agreement.
- 2.03** Wherever the singular is used throughout this Agreement, the same shall be construed as meaning the plural where the context or the parties so require.

ARTICLE 3.00 - UNION RECOGNITION

3.01 The Company recognizes the Union as the exclusive agency for all employees as defined in the Labour Relations Board Certificate as referred to in Article 2.01.

ARTICLE 4.00 - RIGHTS OF MANAGEMENT

4.01 The Union agrees that it is the exclusive right of the Company 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 Company rights include the following:

- (a) To assign work or overtime, to select, hire, lay off, promote, demote and transfer, to discipline, suspend and discharge for just cause ;
- (b) To determine job content, create and abolish jobs;
- (c) To make and enforce reasonable policies, rules and regulations including safety matters and concerns;
- (d) To determine the location, relocation, and termination of any of the Company's facilities, including the determination of whether services or work will be performed, subcontracted or otherwise acquired. The Company agrees not to contract out any work that would result in employee layoff, termination, demotion or continued layoff of employees with recall rights;
- (e) To determine the number and qualifications of employees required to perform work and the reasonable quality and quantity standards and the required employee performance to meet such standards;
- (f) To perform all other historical functions inherent in the administration, control and direction of the business not inconsistent with this Agreement.

ARTICLE 5.00 - DISCRIMINATION

5.01 The Company and the Union agree not to discriminate against employees as a result of their membership or non-membership in the Union or activities related thereto which are in accordance with prevailing legislation.

5.02 The Company and the Union agree there will be no intimidation and/or discrimination against an employee either by the Company or the Union on the basis of race, religious beliefs, colour, gender, gender identity, gender expression, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status or sexual orientation.

ARTICLE 6.00 - NO STRIKES OR LOCKOUTS

6.01 The Company and the Union agree that during the currency of this Agreement, the Company shall not cause, direct or engage in any lockout and the Union shall not cause, direct or engage in any illegal strike or slow down activity as defined by the Alberta Labour Relations Code.

ARTICLE 7.00 - UNION RIGHTS AND CHECK-OFF

7.01 All employees now members of the Union and all employees eligible to become members of the Union, except as herein exempted, shall pay monthly to the Union monies equal to the established dues of the Union as a condition of continued employment. Such dues shall be deducted bi-weekly by the Company from the employee's pay and remitted to the Union within thirty (30) days following the deduction. The payment of dues does not require the employee to become a member.

7.02 The Company agrees to provide the Union with a list of employees for whom Union dues are deducted and their classifications monthly.

7.03 The Union will provide the Company with a list of its officers, representatives and stewards, and will notify the Company immediately of any changes to this list as they occur in each District and Head Office.

ARTICLE 8.00 - DEFINITION OF EMPLOYEE CATEGORIES

The Company agrees that its intent in hiring casual and casual in-scope employees is not to circumvent, in any way, the hiring of permanent employees.

8.01 All employees covered by this Collective Agreement shall fall into the following categories: Permanent Employees, Probationary Employees, and Casual In-Scope Employees.

8.02 A permanent employee shall be an employee who has been hired on a permanent basis and who has successfully completed the probationary period.

8.03 A probationary employee is a new employee who is hired by the Company and who has not completed the probationary period.

New employees hired into one of the following positions:

- Technician Trainee, Distribution Operations;
- Technician, Distribution Operations;
- Technician, Construction & Maintenance;
- Lead, Construction & Maintenance;
- Technician, Special Projects Crew; or
- Lead, Special Projects Crew

will have a probationary period of one-hundred and twenty (120) working days. All other new employees will have a probationary period of eighty (80) working days. A probationary

employee may be terminated at Management's discretion and shall have no right to grieve that termination.

Should an employee's performance warrant an extension of the probationary period, the Company and the Union will mutually agree on the duration of the extension.

- 8.04** (a) A casual employee is an employee whose assignment to work will not exceed six (6) months, except in cases where the casual employee is filling the position resultant from:
- (i) an employee being on parental leave, short term disability, or long term disability, OR
 - (ii) the temporary transfer of another permanent employee to a position which was vacated due to parental leave, short term disability, or long term disability.
- (b) The Company shall pay monthly to the Union work permit fees equal to the established dues of the Union for casual employees until the casual employee qualifies to become a Casual In-Scope employee.
- (c) A casual employee will become a Casual In-Scope employee when he/she has worked more than 1,040 hours in any consecutive 12 month period as a Plant employee or worked more than 975 hours in any consecutive 12 month period as an Office employee. Application of the Collective Agreement to Casual In-Scope Employees shall be as specified in Letter of Understanding #2 attached to this Collective Agreement.
- 8.05** A part-time employee is a permanent employee who is regularly scheduled to work less than two thousand and eighty (2,080) hours per year in plant jobs or one thousand nine hundred and fifty (1,950) hours per year in office jobs and who has worked half the equivalent hours of the applicable probationary period outlined in Article 8.03.

ARTICLE 9.00 - GRIEVANCE PROCEDURE

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

9.02 The Processing of an Employee Grievance

An employee grievance is one in which the employee feels there is a dispute with the Company regarding the interpretation, application, administration, or any alleged violation of this Agreement and not otherwise.

In the event of a termination, the Union may present a grievance pursuant to the Grievance Procedure no later than fifteen (15) working days from the date of occurrence or event giving rise to the grievance but the grievance will immediately proceed to Step 2.

In the event a difference occurs, not including termination, the following procedure of settlement shall be followed:

(a) The employee concerned, with or without a Union representative present, shall first lodge any complaint with the employee's immediate Supervisor within six (6) working days of the awareness by the employee of the occurrence of the event giving rise to the complaint. There will be no grievance until the Supervisor has an opportunity to discuss the matter with the employee. The Supervisor shall respond to the employee's complaint within six (6) working days of receiving same complaint.

(b) Step One

If no settlement is reached, the complaint shall be submitted in writing as a grievance on a mutually agreed form to the immediate Supervisor, signed by the employee, setting forth the following:

- (i) the nature of the grievance, date of occurrence and circumstances out of which it arose;
- (ii) the remedy or correction requested;
- (iii) the section(s) of the Collective Agreement alleged to have been violated or infringed upon.

An employee or the Union may present a grievance pursuant to the Grievance Procedure no later than fifteen (15) working days from the date of the occurrence or event giving rise to the grievance.

The Supervisor shall respond within fifteen (15) working days of the receipt of the written grievance.

(c) Step Two

In the event no settlement is reached under Step One within seven (7) working days of the immediate Supervisor's response, the grievance shall be submitted by the employee or the employee's representative in writing to the Vice President responsible for labour relations. The Vice President responsible for labour relations shall arrange for a meeting within ten (10) working days of the receipt of the grievance with the griever and the representative(s) of the Union.

The Vice President responsible for labour relations will respond within ten (10) working days of the same meeting.

(d) Step Three

If the grievance is not satisfactorily resolved at Step Two, the Union may, within twenty (20) working days from the date of the Vice President responsible for labour relations' response in Step Two, submit the grievance to arbitration.

The notice of submission to arbitration must be given in writing. The Company and the Union agree to use a single arbitrator. If the parties cannot reach agreement on appointment of the arbitrator, either party may apply to Mediation Services to have a mediator appointed.

(e) The arbitrator shall only rule on the explicit provisions of the Agreement. The arbitrator shall not have jurisdiction to amend or add to any of the provisions of this Agreement or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and conditions of this Agreement.

(f) The expenses of the arbitrator shall be shared equally by both parties.

9.03 The Processing of a Policy Grievance

A policy grievance is one in which the Union or the Company feels it has a dispute with the general interpretation, application, administration or alleged violation of this Agreement and not otherwise and which does not fall within the provisions of Article 9.02.

(a) Step One

In the event that a difference occurs, a grievance may be submitted in writing by either the Union or the Company within twenty (20) working days of the date of the event or occurrence which gives rise to the grievance. The grievance must be put in writing and set forth as far as may be applicable, the following:

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

The Vice President responsible for labour relations or designate shall arrange for a meeting within ten (10) working days of the receipt of the grievance with the representative(s) of the Union and the Company. The Vice President responsible for labour relations will respond within ten (10) working days of the same meeting.

(b) Step Two

Failing settlement, either the Company or the Union may, within a period of twenty (20) working days of the Union's receipt of the Vice President responsible for labour relations' response, notify the other party of its desire to submit the matter to arbitration. The notice of submission to arbitration must be given in writing and shall notify the other party of the name of its nominee to an Arbitration Board. Within seven (7) working days of the receipt of the notification by the one party, the other

party shall nominate its nominee by notice in writing. The two (2) nominees shall mutually agree upon a third person to be Chairperson of an Arbitration Board.

In the event the nominees cannot agree, within thirty (30) days of their appointment, on a third person to act as a Chairperson, the Minister of Labour of the Province of Alberta, or their duly appointed representative, shall be asked to appoint a Chairperson.

- (c) It is agreed that the Company and the Union each respectively bear the costs and expenses of their appointee and that the costs and expenses of the Chairperson be borne equally by the Company and the Union.
- (d) The Arbitration Board shall only rule on the explicit provisions of the Agreement. The Board shall not have jurisdiction to amend or add to any of the provisions of this Agreement or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and conditions of this Agreement.

9.04 Filing an Employee/Policy Grievance

The time limits established in the grievance procedure shall be mandatory, unless otherwise mutually agreed upon in writing by both parties, with the exception that failure to submit the grievance from Step One to Step Two within the prescribed time limits, will result in the grievance being automatically advanced to Step Two.

9.05 Replying to a Grievance

If either party fails to reply to the grievance within the prescribed time limits, at any step in the grievance procedure, this failure to reply will result in progression of the grievance to the next step in the grievance procedure.

- 9.06** By mutual agreement in writing between the Union and the Company, the grievance may be introduced at a higher level than that prescribed in the grievance procedure if the nature of the grievance warrants such special consideration.

ARTICLE 10.00 - JOB CLASSIFICATION

(Refer to Schedules II and III of Article 12.00)

- 10.01**
- (a) Should the Company establish any new classification(s) covered by the scope of the Alberta Labour Relations Board Certificate Number: C1871-2021 or should the contents of any classification(s) be substantially changed, a copy of the job description will be supplied to the Union within fourteen (14) work days subsequent to either the effective date of establishment or substantial change.
 - (b) When a new job classification is established, the Company shall set the wage rate for that job and shall notify the Union of same wage rate within fourteen (14) days prior to the classification being implemented. The wage rate for the new classification shall be set and implemented by the Company.
 - (c) Should a request for re-evaluation resulting from significant differences or changes in job content be initiated by the Union in writing to the Director, Corporate Services,

the Company will review and update, as appropriate, the respective job description and evaluate it within four (4) months from the date of the written request. If the re-evaluation results in a classification to a higher wage group, the reclassification shall be retroactive to the date of the significant change but in no case no more than two (2) weeks prior to the date the Company received the written request for review. Should any dispute between the parties arise in respect to the matters referred to in this Article 10.01(c), such dispute shall be settled by adopting the procedure described in Article 10.01(d) below.

- (d) The Union will notify the Company in writing within thirty (30) days from receipt of the re-evaluation response if the Union decides that the wage group for either the new classification under 10.01(b) or the existing classification (wherein duties have been significantly changed) under 10.01(c) is unsatisfactory. The Director, Corporate Services, or designate, will arrange a meeting for further discussion with the representatives from the Company and the Union within ten (10) working days of the receipt of the Union's written response. If the parties have not reached agreement on these matters, the Union shall notify the Company of its desire to submit the matter to arbitration. The grievance shall be submitted to arbitration as a policy grievance. The notice of submission to arbitration must be given in writing and contain the name of the Union's nominee to the Arbitration Board. Within seven (7) days of the notification by the Union, the Company shall appoint its nominee by notice in writing. The two (2) nominees shall mutually agree upon a third person to be Chairperson of the Arbitration Board.
- (e) Notwithstanding Article 9.02(e) and 9.03(d), the Arbitration Board shall have the authority to establish the wage rate only for the job in question and to incorporate such wage rate in the wage schedule, and may award retroactivity in accordance with Article 10.01(c) above.
- (f) It is agreed that the Company and the Union each respectively bear the costs and expenses of their appointee and that costs and expenses of the Chairperson be borne equally by the Company and the Union.

ARTICLE 11.00 - WAGE PROGRESSION

11.01 Where an employee is re-assigned to another position, the employee will be paid accordingly.

- (a) An employee who is being re-assigned to the Technician Trainee, Distribution Operations position and is currently in the position of:
 - (i) Technician, Construction & Maintenance with a wage rate being administered at Step 1 will remain at the Technician, Construction & Maintenance Step 1 wage rate and progress to Step 3 of the Technician Trainee, Distribution Operations classification following completion of nine (9) months of service in the position of Technician Trainee, Distribution Operations. Upon becoming a fully qualified Technician,

Distribution Operations, the employee will move to the Step 1 rate of the Technician, Distribution Operations classification.

- (ii) Technician, Construction & Maintenance with a wage rate being administered at Step 2 will remain at the Technician, Construction & Maintenance Step 2 wage rate until becoming a fully qualified Technician, Distribution Operations, at which point the employee will move to the Step 1 rate of the Technician, Distribution Operations classification.
 - (iii) Technician, Construction & Maintenance with a wage rate being administered at Step 3 will remain at the Technician, Construction & Maintenance Step 3 wage rate until becoming a fully qualified Technician, Distribution Operations, at which point the employee will move to the Step 2 rate of the Technician, Distribution Operations classification.
 - (iv) Lead, Construction & Maintenance will maintain their current wage rate, as outlined in Schedule II. Upon becoming a fully qualified Technician, Distribution Operations, progression will follow Schedule I I. (a), as applicable.
- (b) All other employees:
- (i) who are permanent and appointed to another permanent position classified at a higher level, will receive a one and one-half (1 1/2) step increase of the employee's previous range, or be paid at the bottom of the new range, whichever is greater. Under no circumstances shall the pay be higher than the top step of the new range.
 - (ii) who are permanent and appointed to another permanent position at the same classification, shall maintain the employee's present wage.
 - (iii) who are permanent and appointed to a permanent classification at a lower wage range shall retain their wage provided it falls within the lower wage range.

If the employee's wage prior to the appointment to the lower classification is higher than the wage range of the lower classification, the employee's wage will be at the top step of the lower classification.
 - (iv) who are probationary and permanently appointed to a permanent position of a higher classification, shall be paid at Step 1 of the new position.
 - (v) who are probationary and appointed to a lower permanent position, shall be paid at Step 1 of the new position.

Should a reassignment situation occur which is not contemplated in this Article, the Company will, at its discretion, assign an appropriate wage rate.

ARTICLE 12.00 - WAGES, WAGE RANGES, PAYMENT

- 12.01** The provisions set forth in the Schedules and Notes annexed to this Agreement are hereby incorporated into and made part of this Agreement and shall apply for so long as this Agreement remains in force and effect.
- 12.02** Wage rates for all job classifications will be in accordance with the Schedules and Notes attached which will show an hourly rate.
- 12.03** Permanent employees shall be paid at an hourly rate as specified in Schedules and Notes annexed to this Agreement.
- 12.04** Probationary employees shall be paid at an hourly rate as specified in Schedules and Notes annexed to this Agreement. The position of the rate within the wage range of the job shall be determined by the Company.
- 12.05** All employees covered under the terms of this Collective Agreement shall be paid on a bi-weekly basis.

ARTICLE 13.00 - TEMPORARY CHANGE OF DUTIES

13.01 Union Change of Duties

- (a) A permanent or probationary employee temporarily assigned in writing by the Company, for a period of one (1) or more continuous working day(s), to a position of (or to perform the major portion of) a higher classification shall, from the first day be paid a daily premium of:
- (i) Ten Dollars (\$10.00), if working in positions falling within the Plant Schedule, or
 - (ii) Eight Dollars and Sixty-Three Cents (\$8.63), if working in positions falling within the Office Schedule.
- (b) In the event that an employee is retained in such a temporarily assigned position for more than three (3) months, the employee's wage shall be administered in the range of the new classification for the duration of the assignment.
- (c) No employee shall be required to take a lesser rate of pay when assigned at the Company's request to temporarily perform the duties of another employee covered under the terms of this Agreement.

13.02 Supervisory Change of Duties

- (a) An employee who accepts to temporarily relieve in a supervisory position for one (1) or more full days will receive a premium of Twenty-Five Dollars and Ninety Cents (\$25.90) per day commencing on the first day of such assignment.

- (b) When a Supervisor is absent and no written assignment to relieve in the Supervisory position has been given, the Company will identify to the employees, the person to whom they will report during the Supervisor's absence.

ARTICLE 14.00 - HOURS OF WORK/OVERTIME - PLANT EMPLOYEES

14.01 (a) The Company acknowledges that its objective and intent is to require overtime reasonably and to have overtime reduced to a minimum. Further, the Company acknowledges that overtime should be distributed in a fair and equitable way, having regard to the circumstances at hand.

- (b) For all non-shift employees, a normal day's work shall be eight (8) hours between the hours of 7:00 a.m. and 5:00 p.m. The normal work week shall consist of forty (40) hours worked. A maximum lunch period of one (1) unpaid hour shall be observed. The lunch period may be reduced to one-half (1/2) hour if mutually agreed between the employee and the Supervisor.

For the Facilities Caretaker position, the normal hours of work shall be eight (8) hours between the hours of 7:00 a.m. and 7:00 p.m. Monday through Friday.

- (c) The Company will provide two (2) fifteen (15) minute rest breaks during each working day. The Supervisor or designate shall schedule the time for such breaks.

14.02 Overtime shall mean any work performed in excess of eight (8) hours per day or forty (40) hours per week, whichever is the greater.

14.03 Payment for authorized overtime for employees who work regular hours consisting of eight (8) hours per day and forty (40) hours per week shall be made as follows: (Note: Refer to Article 12.02 for calculation of double time).

All hours worked in excess of eight (8) hours per day shall be paid at two (2) times the employee's regular rate of pay. All hours worked in excess of forty (40) hours per week shall be paid at two (2) times the employee's regular rate of pay.

14.04 Employees working in excess of two (2) hours after the end of a normal day's work, and at four (4) hour intervals thereafter, will be supplied a meal or compensated for the meal purchased up to the maximum of the current dinner rate specified in Article 33.00, provided a receipt is submitted.

In instances where an employee incurs meal expenses for multiple workers, the expenses will be approved in alignment with individual meal rates outlined in Article 33.00. Itemized, and transaction receipts if applicable, must be provided along with the names of all workers covered under the payment.

ARTICLE 15.00 - HOURS OF WORK/OVERTIME - OFFICE EMPLOYEES

15.01 (a) The Company acknowledges that its objective and intent is to require overtime reasonably and to have overtime reduced to a minimum. Further, the Company

acknowledges that overtime should be distributed in a fair and equitable way, having regard to the circumstances at hand.

- (b) Except as otherwise specifically provided in this agreement the normal day's work for all office employees shall be seven and one-half (7 1/2) hours between the hours of 8:00 a.m. and 5:00 p.m., with a maximum of one (1) unpaid hour for lunch. The normal work week shall consist of thirty-seven and one-half (37 1/2) hours Monday through Friday inclusive. The lunch period may be reduced to one-half (1/2) hour if mutually agreed between the employee and the Supervisor.

For Office positions, except as otherwise specifically provided in this Article, the normal hours of work will be seven and one-half (7 ½) consecutive hours between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday. However, with continuous mutual agreement between the employee and the supervisor, the workday will be seven and one-half hour (7 ½) consecutive hours between the hours of 7:00 a.m. to 5:00 p.m. Monday through Friday.

For all Administrative Assistant, Distribution Operations positions, the normal hours of work will be seven and one half (7 ½) consecutive hours between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday. However, with continuous mutual agreement between the employee and the supervisor the workday will be seven and one-half (7 ½) consecutive hours between the hours of 7:00 a.m. to 7:00 p.m. Monday through Friday.

For all CIS positions, the normal hours of work shall be seven and one-half (7 ½) hours between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday.

For Customer Care Centre positions, the normal hours of work shall be seven and one-half (7 ½) hours per day between the hours of 7:00 a.m. and 7:00 p.m. Monday through Friday.

- (c) The Company will provide two (2) fifteen (15) minute rest breaks during each working day. The Supervisor or designate shall schedule the time for such breaks.

15.02 Overtime shall mean any work performed in excess of seven and one-half (7 1/2) hours per day or thirty-seven and one-half (37 1/2) hours per week, whichever is the greater, subject to Article 15.01 above.

15.03 Overtime shall mean any authorized work performed in excess of seven and one-half (7 1/2) hours per day and thirty-seven and one-half (37 1/2) hours per week. All hours worked in excess of seven and one-half (7 1/2) hours per day shall be paid at two (2) times the employee's regular rate of pay. All hours worked in excess of thirty-seven and one-half (37 1/2) hours per week, shall be paid at two (2) times the employee's regular rate of pay.

ARTICLE 16.00 - BANKED TIME

16.01 Permanent and probationary employees will be allowed to bank overtime up to a maximum of eight (8) regular working days each year from January 1 to the end of the 24th pay period.

All overtime earned during the 25th and 26th pay periods is not bankable and will be paid out as overtime. One (1) hour overtime will be banked as two (2) hours.

- 16.02** Permanent and probationary employees in the Office Classification and permanent and probationary employees in the Plant Classification normally assigned to perform work in Head Office may take banked time in no less than one-half (1/2) hour increments any time during normal hours of work. All other permanent and probationary employees in the Plant Classification may take banked time in no less than one-half (1/2) hour increments only at the start of the normal work day or just prior to the end of the normal work day.
- 16.03** Employees will provide their immediate Supervisor with at least five (5) working days' notice for the request for time off and the immediate Supervisor will signify to the employee approval or otherwise as soon as possible but not later than three (3) working days prior to the requested time off. The aforementioned notice and approval periods may be shortened if mutually agreed upon between the employee and the immediate Supervisor.
- 16.04** All banked time must be liquidated by December 31 in accordance with the time frame stipulated in Section 16.01, herein.

ARTICLE 17.00 - PERSONAL PAID DAYS

- 17.01** All permanent employees will be entitled to the equivalent of six (6) personal paid days off per calendar year on the following basis:
- (a) In the first year of employment, personal paid day entitlements will be provided on a pro-rata basis and will be reduced on a pro-rata basis for the period an employee is absent due to Long Term Disability.
 - (b) Personal paid days entitlements will be scheduled and approved by the employee's immediate supervisor. Such approval will not be unreasonably withheld.
 - (c) Permanent employees in the Office Classification and permanent employees in the Plant Classification normally assigned to perform work in Head Office may take personal paid days time in no less than one-half (1/2) hour increments any time during normal hours of work. All other permanent employees in the Plant Classification may take personal paid days time in no less than one-half (1/2) hour increments only at the start of the normal work day or just prior to the end of the normal work day.
 - (d) There will be no carry-over of any unused personal paid days entitlements or portions thereof from one calendar year to the next.
 - (e) There will be no monetary payment for any unused personal paid days entitlements or portions thereof.
- 17.02** Such eligible full-time employees will be paid the equivalent of a regular days' wages at their normal straight time hourly rate for each personal paid day.

Eligible employees working less than full-time hours will be paid the equivalent of a regular days' wage based on one-fifth (1/5) of their regularly scheduled weekly hours.

ARTICLE 18.00 - PYRAMIDING OF RATES

18.01 There will be no pyramiding of premium payments under this Agreement.

ARTICLE 19.00 - JOB POSTING, PROMOTIONS

19.01 (a) When a position within the scope of this Agreement becomes vacant or when a new position is created: Notices naming the position will be posted at the Head Office and the District Offices of the Company for a period of not less than ten (10) working days, outlining details of the vacancy and indicating the minimum qualifications required for the position. Plant employees who have been the successful applicants for a position within nine (9) months of a new posting are not eligible to apply for a lateral Plant position unless there are no other internal applicants for the position.

Notwithstanding the above, employees who have commenced work in one of the following positions within the last twelve (12) months are not eligible to apply for a position on this list unless there are no other internal applicants:

- Technician, Construction and Maintenance
- Technician Trainee, Distribution Operations
- Technician, Distribution Operations
- Lead, Construction and Maintenance

It is agreed that special consideration for the waiving of these time ineligibility provisions may be granted upon the mutual agreement of the Company and the Union.

Notwithstanding the preceding in 19.01 (a), Part-time Customer Care Centre and Temporary positions will be posted for a period of not less than five (5) days.

All other employees covered under the terms of this Agreement shall have the right to apply. No more than three (3) postings shall be required in any one sequence. Employees not reporting to Company offices daily and who wish to be informed of postings may provide their electronic mail address or self-addressed envelopes to the office of the Vice President responsible for labour relations.

- (b) Unless the Company notifies the Union in writing otherwise, the Company will post vacancies within three (3) weeks of the job becoming vacant.
- (c) First consideration will be given to applicants who are employees of the Company. In the event there are no applicants suitable for the job posted, the Company reserves the right to fill such vacancies from outside the organization.
- (d) All applicants will receive a personal written acknowledgement to their application within ten (10) working days of the posting closing date. Applicants who meet the qualifications for the job will be personally interviewed. All applicants will be advised

as to the disposition of their application within ten (10) working days of the interviews being completed.

- (e) The Company will send a copy of job notices to the Union at the time of posting. The Company will send a list of all internal applicants' names to the Union within three (3) working days of the posting closing.
- (f) Prior to final acceptance by the successful applicant, the Company will provide the cost of transportation for the employee and spouse for one visitation to the new area. The Company shall undertake to provide lodging at the Company's recommended and approved establishment for a maximum stay of three (3) nights. Reimbursement for a maximum of three (3) days meals will be provided for the employee, accompanying spouse and accompanying dependent children at the meal rates set out below.

Effective the signing date of this Agreement, employees and spouses who accompany an employee during a visitation will be reimbursed for meals purchased at the rates specified in 33.01 (a).

For each dependent child who accompanies an employee during a visitation, the employee will be reimbursed for meals purchased at the following meal rates:

Breakfast:	\$7.00
Lunch:	\$10.00
Dinner:	\$13.00

The employee will be paid for any normal working hours during the visitation. The Company reserves the right to schedule the visitation.

- (g) Any relocation allowance for employees resulting from the application of this Article shall be in accordance with applicable Company policies. The Company agrees to maintain the same level of relocation allowance as exists at the time of the signing of this Collective Agreement.

19.02 In considering such applicants, the factors that will be considered are:

- i. Having the physical ability to do the job, as required;
- ii. Possessing relevant education;
- iii. Possessing relevant work experience;
- iv. Relevant, timely, and tangible performance information; and
- v. Length of service.

If factors i. through iv. are relatively equal, factor v. will govern.

Where an employee of shorter length of service than other applicants is selected, the Company will meet with the Union to explain the reasons for such a selection.

19.03 Unless the date of appointment is specified on the job posting, the successful candidate shall be appointed to the new position within four (4) weeks of being notified by the Company of the selection. Should there be good and sufficient reason why the appointment to the new position cannot be made within the four (4) week period, the employee and the Union shall be notified in writing as to the reasons therefore and be given a specific date prior to or at which the appointment shall be made.

19.04 The Company will inform the Union in writing when an employee is placed in another job classification (but not job progression within a classification).

A job that is assigned to a new group or a higher wage rate as a result of a substantial change will not be posted if the individual performing the job has the qualifications specified in the job description, and in such cases the individual performing the job at the time the job is assigned will be appointed to the new job. Should more than one individual be qualified, the job will be posted.

ARTICLE 20.00 - LAYOFF AND RECALL

20.01 (a) In the event of a workforce reduction, first consideration for continued employment will be given to the employees with the greatest length of service within the affected classification, work unit and geographic location, provided however, probationary employees within the affected classification, work unit and geographic location are laid-off first.

(b) In the event of a layoff, the Company will make every reasonable effort to place the affected employee in a current permanent position that is currently vacant for which they are qualified to perform. 'Qualified', for the purpose of Article 20.00, means possessing the physical ability to perform the work and satisfying the basic requirements of the position through relevant education, relevant work experience or an acceptable combination thereof. The Company will provide necessary training for the affected employee placed in the new role.

(c) In the event of a proposed layoff, contractors conducting work normally performed by employees under this agreement will be laid off first in the affected areas. However, employees must be qualified to displace contractors. Further explanation regarding the term 'Contractor' is provided in the applicable Letter of Understanding as appended to this agreement.

(d) In the event of an office closure, partial office closure, technological change, change of methods, or any other business purpose leading to a potential layoff, the Company will meet with the Union no less than four (4) weeks prior to notice being given to the employee with the longest employment potentially affected by the layoff under Article 20.03 (a), to discuss possible alternatives and wherever possible, consider positions outside of departmental/geographic structure where the affected employee is qualified and willing to perform the available work. The Union and the Company will also discuss potential layoff communication plans to Employees. The Company will notify the Union prior to communicating potential layoffs to Employees.

- (e) In the event the affected employee fills a vacant position with a lower wage range, the employee will maintain their existing rate of pay for a period of one (1) year (red-circled) unless the lower wage range surpasses the red-circled wage rate during that time period. In this case, the affected employee will receive the higher wage rate. If the lower wage range does not surpass the red-circled rate after one (1) year, the employee's wage will be placed at the top step of the lower classification.

20.02 Bumping

- (a) An employee who has received layoff notice will have the right to bump the employee with less seniority, provided the employee who bumps is qualified. Such employee may bump within the same job classification, into a lower job classification, or into a position in which the majority of duties were performed by the employee within the last ten (10) years.
- (b) An employee with bumping rights must notify the Company in writing within seven (7) business days of receipt of layoff notice to exercise their right to bump. If notice is not received, the employee will be laid-off after the applicable notice period.
- (c) An employee who has bumped into another position will have three (3) months to become familiar with current job content, procedures and systems. The Company will provide, within the three (3) month period, if required, coaching and support to enable the employee to become familiar with current job content, procedures and systems. If the employee's performance is deemed to be unacceptable at the conclusion of the three (3) month period, they will be laid-off without additional bumping rights and will be eligible for recall or, upon expiry of the recall period or forfeiture of recall rights, will receive severance.
- (d) An employee exercising the bumping procedure into a position with a lower wage range will maintain their existing rate of pay for a period of one (1) year (red-circled). After one (1) year, the employee's wage will be placed at the top step of the lower classification.

20.03 (a) The Company will provide an employee notice of layoff (with the exception of temporary layoff due to inclement weather conditions) as follows:

- i) Two weeks, if the employee has been employed by the Company for at least 3 months but less than 2 years;
- ii) 4 weeks, if the employee has been employed by the Company for 2 years or more but less than 5 years;
- iii) 6 weeks if the employee has been employed by the company for 5 years or more but less than 10 years;
- iv) 8 weeks if the employee has been employed by the company for 10 years or more.

- (b) The "Record of Employment" required for purposes of applying for Employment Insurance shall be processed within five (5) working days of the employee's last day worked.
- (c) The Company shall provide to the Union an updated list of employees who are subject to recall by classification indicating their last day worked and order laid-off.

20.04 Employees will be recalled in the reverse order in which they were laid off. Recall rights will apply provided the employee is qualified.

20.05 Employees on layoff will retain recall rights for a period equivalent to the employee's number of completed months of service with the Company to a maximum of twelve (12) months, whichever is the lesser.

20.06 In requesting a laid-off employee to return to work, the Company will notify such employee by registered mail or personal contact at the employee's last address known to the Company.

20.07 If, within five (5) days from the date of receipt of such notice or personal contact, the employee accepts the employment offer, the job will be held open for ten (10) days from the date of receipt of recall notification by registered mail or from the date of personal contact.

20.08 If the employee declines the position or fails to respond to the notice within five (5) days from the date of receipt of the original notice, or five (5) days from the date of personal contact, such employee will be considered to have resigned and will forfeit the recall rights.

20.09 The Company will attempt to include in the check-off list or failing this option, will provide to the Union every six (6) months a list indicating each employee's length of service, and date of hire. Length of service shall be defined as continuous employment from the date of hire. Employment shall not be considered broken by reason of layoff and recall, illness, injuries or leaves of absences authorized by the Company, including maternity leave.

ARTICLE 21.00 - TERMINATION OF SERVICE

21.01 In the event of a permanent employee giving notice of termination to the Company, such termination shall require notice of ten (10) working days. The last day worked shall be determined as the termination date for purposes of computing wages owed.

An employee may be suspended or discharged only for just cause.

21.02 An employee who is designated by the Company for transfer, from a job at one geographic location to a job at another geographic location, may terminate his or her employment without right of recall and be entitled to severance pay equal to one-half of the severance pay to which the employee would normally be entitled according to Article 22.00, subject to the following conditions:

- (a) the transfer is not related to a job for which the employee has applied, and

- (b) the employee notifies the Company of the intention to refuse the transfer within fifteen working days of receiving the notice of transfer.

If an employee gives notice of termination under this Clause and conditions (a) and (b) are met, the termination shall be effective as of the date that the Company had established for the transfer to take effect. If the conditions (a) and (b) are not satisfied, and the employee refuses the transfer, the employee shall be considered to have terminated their employment without right of recall or severance.

ARTICLE 22.00 - SEVERANCE PAY

- 22.01** An employee with a minimum of one (1) year of actual time worked, who is laid off for a period of time such that the employee loses recall rights or chooses to forfeit these recall rights at the time of layoff or at any time during the recall period including upon expiry and is terminated, will be paid two (2) weeks of pay plus two (2) weeks of severance pay for each full year of service, not including the recall period, to a maximum of fifty-six (56) weeks, based on the employee's weekly hours and rate at the time of layoff. The payment resulting from this formula will be multiplied by 1.15. For purposes of calculating severance payments, partial years of service will be rounded up if greater than 0.50 of a year and rounded down if less than 0.50 of a year.

ARTICLE 23.00 - ONE DAY OFF IN SEVEN

- 23.01** Unless otherwise mutually agreed by the employee and the immediate Supervisor, employees will be allowed twenty-four (24) consecutive hours of rest immediately following each period of not more than six (6) consecutive days of work. However, any such agreement must be in accordance with other provisions of the Collective Agreement and the Alberta Employment Standards Code.

ARTICLE 24.00 - HOLIDAYS AND CORPORATE DAYS OFF

- 24.01** All employees covered by this Collective Agreement shall receive a regular day's pay for the holidays listed below:

New Year's Day	Victoria Day	Thanksgiving Day
Family Day	Canada Day	Remembrance Day
Good Friday	Civic Holiday*	Christmas Day
Easter Monday	Labour Day	Boxing Day

* (First Monday in August or as proclaimed in locality.)

- 24.02** To be eligible and be paid for any of the holidays listed above, an employee must have worked the employee's scheduled shift immediately before and immediately after the holiday. An employee will be deemed to have complied with the qualifying days attendance requirement if the employee is absent from work on the qualifying day due to sickness or injury, or in circumstances acceptable to the Company which has made attendance beyond the reasonable control of the employee.

Notwithstanding the above, employees working less than full-time are eligible to be paid the average number of hours worked on that same day of the week on which the holiday falls over the preceding nine (9) week period or in accordance with the Alberta Employment Standards Code, whichever is greater.

- 24.03** In the event of work being scheduled on such holiday, employees will be paid two (2) times the regular rate of pay for all hours worked on such a holiday. All hours worked on an employee's scheduled day of rest shall be paid at two (2) times the employee's regular rate of pay.
- 24.04** Should one of the recognized holidays fall on either a Saturday or Sunday, either the previous Friday or the following Monday shall be observed as the holiday as determined by the Company. Employees shall receive holiday pay only once for a given holiday.
- 24.05** Notwithstanding the foregoing, if Christmas Day falls on either a Saturday or Sunday and is observed on either Friday or Monday as determined by the Company, Boxing Day shall be observed respectively on either the following Monday or Tuesday.
- 24.06** All statutory holidays not worked shall be considered as time worked for the purposes of overtime.
- 24.07** Notwithstanding the foregoing, all Company offices will be closed for an additional three (3) days between December 27 and 31 each year and scheduled as Corporate Days Off. Those employees categorized as temporary, casual, permanent and probationary will receive a regular day's pay for each Corporate Day Off. The method used to determine a regular day's pay for statutory holidays will also be used to determine a regular day's pay for Corporate Days Off.
- 24.08** All hours worked on a Corporate Day Off will be paid at two (2) times the employee's regular rate of pay.

ARTICLE 25.00 - ANNUAL VACATIONS

25.01 General

- (a) The vacation year shall be from January 1 to December 31.
- (b) Vacation will be taken during the vacation year in which it is earned.
- (c) Vacation eligibility will be calculated and awarded on a pro-rata basis according to the annual scheduled hours of work for each employee.
- (d) An employee whose employment terminates will be required to repay the Company for vacation which has been taken but not earned as of the employee's date of termination.
- (e) An employee with unused vacation whose employment terminates will be paid the value of the vacation on the employee's final pay.

25.02 Vacation Formula

- (a) Commencing on the first day of permanent employment, an employee shall earn vacation at the rate of fifteen (15) days vacation in each year worked.
- (b) Commencing on the date when an employee has completed eight (8) years of continuous employment, the employee shall start earning vacation at the rate of twenty (20) days vacation in each year worked.
- (c) Commencing on the date when an employee has completed fifteen (15) years of continuous employment, the employee shall start earning vacation at the rate of twenty-five (25) days vacation in each year worked.
- (d) Commencing on the date when an employee has completed twenty-four (24) years of continuous employment, the employee shall start earning vacation at the rate of thirty (30) days vacation in each year worked.

25.03 For purposes of determining the annual rate at which vacation is earned, continuous employment will not be interrupted by short- or long-term disability, parental leave, or approved unpaid leaves of absence 30 days duration or less. However, no vacation days will be earned during periods of long-term disability, parental leave, or any approved unpaid leaves of absence exceeding 30 days duration.

25.04 Vacation must be taken as mutually agreed between the employee and the employee's Supervisor having given regard to the Company's work schedule. The vacation shall be arranged at least four (4) weeks prior to the initiation of the vacation, unless otherwise mutually agreed upon between the employee and the immediate Supervisor.

25.05 Vacations shall commence on Mondays unless otherwise arranged mutually in advance.

25.06 In the event that a recognized holiday falls within the annual vacation period of any employee, such period shall be extended by one (1) day for each of the holidays so affected.

25.07 Subject to vacation scheduling under Article 25.04, employees may be permitted to carry forward five (5) days vacation to the following year of eligibility, upon the recommendation of their supervisor and the written approval of their department Vice-President. Such written approval will not be unreasonably denied.

ARTICLE 26.00 – MATERNITY & PARENTAL LEAVE

Maternity Leave

26.01 An employee who is pregnant and who has been employed by the Company for a period of at least ninety (90) days, is entitled to Maternity Leave without pay consisting of a period not exceeding sixteen (16) weeks or such shorter period as the employee may request, such period to be designated by the employee.

An employee whose pregnancy ends other than as a result of a live birth within sixteen (16) weeks of the estimated due date is entitled to Maternity Leave under this article.

An employee who takes Maternity Leave must take a period of leave of at least six (6) weeks immediately following the date of delivery, unless the employee and the Company agree to shorten the period by the employee's giving the Company a medical certificate indicating that resumption of work will not endanger her health.

- 26.02** The pregnant employee must give the Company at least six (6) weeks' notice in writing of the date upon which she intends to commence Maternity Leave together with a medical certificate certifying that she is pregnant and giving the estimated date of delivery. The employee is entitled to commence Maternity Leave starting at any time during the twelve (12) weeks prior to the estimated date of delivery.

An employee who fails to notify the Company, and who is otherwise entitled to Maternity Leave, is still entitled to Maternity Leave for any of the period within two (2) weeks after she ceases to work, once she provides the Company with a medical certificate stating she is not able to work because of a medical condition arising from her pregnancy and giving the estimated date of delivery or actual date of delivery.

- 26.03** If during the twelve (12) weeks immediately before the estimated date of delivery the pregnancy of an employee interferes with the performance of her duties, the Company may give the employee written notice requiring her to start Maternity Leave.

- 26.04** An employee who wishes to resume employment upon the expiration of Maternity Leave, as herein provided, is required to give the Company at least four (4) weeks' notice in writing in advance of the end of the Maternity Leave, of their intention to return to work and the Company must:

- (a) reinstate the employee in the position occupied at the time the Maternity Leave, as herein provided, commenced; or,
- (b) provide the employee with alternative work of a comparable nature, at not less than the same wages and other benefits that had accrued to the employee to the date that the employee commenced the Maternity Leave, as herein provided.

- 26.05** An employee must resume work on the date specified in the written notice. If the employee fails to return to work on that date, the employee is not entitled to resume work unless the failure to return to work resulted from unforeseeable or unpreventable circumstances.

If an employee fails to provide at least four (4) weeks' notice before the end of the leave period to which the employee is entitled, the employee is not entitled to resume work unless the failure to provide notice resulted from unforeseeable or unpreventable circumstances.

- 26.06** An employee who does not wish to resume employment after Maternity Leave is required to give the Company at least four (4) weeks' written notice of intention to terminate employment.

Parental Leave

- 26.07** An employee who is a parent of a child and has been employed by the Company for a period of at least ninety (90) days is entitled to thirty-seven (37) consecutive weeks of unpaid Parental Leave to be used within fifty-three (53) weeks following the birth of the child or the coming of the child into the parent's custody, care and control for the first time, as provided herein.
- 26.08** Parental Leave may be taken by either parent or both provided the combined leave for both parents does not exceed the maximum thirty-seven (37) weeks and that both parents are not absent at the same time.
- 26.09** For a natural mother, Parental Leave commences when her Maternity Leave ends.
- 26.10** For fathers and adoptive parents, Parental Leave will commence within fifty-three (53) weeks after the birth or after the child first comes into the custody, care and control of a parent.
- 26.11** An employee who is entitled to a Parental Leave is required to give written notice of such leave at least six (6) weeks prior to the commencement of such leave, unless:
- (a) the medical condition of the birth mother or child makes it impossible to comply with this requirement; or,
 - (b) the date of the child's placement with the adoptive parent was not foreseeable.

If the employee cannot comply with the written notice requirement for any of the reasons stated in (a) and (b), the employee must give the Company written notice at the earliest possible time of the date the employee will start or has started Parental Leave.

An employee who intends to share Parental Leave must advise the Company of his or her intention to share Parental Leave.

- 26.12** An employee who wishes to resume employment upon the expiration of leave, as herein provided, is required to give the Company four (4) weeks' notice in writing in advance of the end of the leave, of their intention to return to work and the Company must:
- (a) reinstate the employee in the position occupied at the time the leave, as herein provided, commenced; or,
 - (b) provide the employee with alternative work of a comparable nature, at not less than the same wages and other benefits that had accrued to the employee to the date that the employee commenced the leave, as herein provided.
- 26.13** An employee must resume work on the date specified in the written notice. If the employee fails to return to work on that date, the employee is not entitled to resume work unless the failure to return to work resulted from an unforeseeable or unpreventable circumstance.

If an employee fails to provide at least four (4) weeks' notice before the end of the leave period to which the employee is entitled, the employee is not entitled to resume work unless the failure to provide notice resulted from an unforeseeable or unpreventable circumstance.

- 26.14** An employee who does not wish to resume employment after Parental Leave is required to give the Company at least four (4) weeks' written notice of intention to terminate employment.

ARTICLE 27.00 - BEREAVEMENT LEAVE

- 27.01** In the case of a death of a spouse, child, step child, mother, step mother, father, step father, grandchild, or step grandchild, a permanent or probationary employee may be given time off with pay up to a maximum of ten (10) consecutive working days, such time off with pay to be used within fifteen (15) days immediately following the death.
- 27.02** For the purposes of bereavement leave only, "spouse" shall include common-law spouse where the employee has cohabited in such a relationship for at least six (6) months immediately prior to the bereavement leave.
- 27.03** In the case of a death of a mother-in-law or father-in-law, daughter-in-law or son-in-law, sister or brother, grandmother, grandfather, spouse's grandmother, spouse's grandfather, brother-in-law or sister-in-law, a permanent or probationary employee may be given time off with pay up to a maximum of five (5) consecutive working days, such time off with pay to be used within ten (10) days immediately following the death.
- 27.04** In the case of a death of an aunt, uncle, cousin, niece or nephew, a permanent or probationary employee may be given time off with pay up to a maximum of one (1) working day, such time off with pay to be used within ten (10) days following the death.
- 27.05** One (1) day of the allowed time off, as specifically provided in this Article, may be deferred to be used at a later date to attend the funeral or memorial service. This allowed time off is to be used within one (1) calendar year immediately following the death.
- 27.06** An additional two (2) days travelling time will be allowed for a distance of over three hundred (300) kilometers one way for the attendance of the funeral or memorial service, subject to Article 27.05.

ARTICLE 28.00 - LEAVE OF ABSENCE FOR UNION BUSINESS

- 28.01** The Company will allow a maximum of fifty-five (55) working days in a calendar year for members of the Union Executive to attend Union business. Days not used of such leave may not be carried over to a subsequent year and only a maximum of nine (9) members may request such leave at any one time, given that the leave will be granted:
- (a) at the discretion of the Company with regards to Company operations; and
 - (b) without pay for the allotted time; and

- (c) if the request for it is made ten (10) working days in advance of leave. Requests for urgent Union business may be approved with less than ten (10) working days' notice by the VP responsible for labour relations, with consideration of the Company's operational needs. Such approval will not be unreasonably withheld.
- (d) requests for amounts in excess of fifty-five (55) working days or nine (9) members may be approved by the VP responsible for labour relations, with consideration of the Company's operational needs. Such approval will not be unreasonably withheld.

In the case of such leave, the employee's wages and benefits are to be kept whole and reimbursed to the Company by the Union.

28.02 Time off Work for Negotiations and Meetings with Company

The Company will pay for regular time lost, including benefits, for three (3) bargaining unit employees for negotiation meeting time only during regular hours until such time as a new Agreement is reached or a strike or lockout occurs.

The Company will pay for regular time lost, including benefits, for three (3) bargaining unit employees for purposes of meeting with Management.

28.03 The Company will allow a maximum of seventy-five (75) working hours per calendar year for Union members for educational purposes. Days not used of such leave may not be carried over to a subsequent year. A maximum of three (3) members may request such leave at any one time, with the exception that once per year six (6) members may be given such leave, and will be granted:

- (a) at the discretion of the Company with regards to Company operations; and
- (b) on approval of the Union Executive and given the Union Executive identifies the member taking the education leave; and
- (c) with pay for the allotted time; and
- (d) if the request for it is made ten (10) working days in advance of leave.

In the case of such leave, the employee's benefits are to be kept whole.

ARTICLE 29.00 - LEAVE OF ABSENCE - GENERAL

29.01 An employee may be granted a leave of absence without pay for approved reasons, including reasons of compassion. Approved leave shall be for a period of time appropriate to the reason given by the employee in the written request for any such leave.

29.02 The employee will be responsible for paying the full cost of any benefits they wish to continue during any leave of absence without pay if allowed in the policy between the

Company and the insurer. Notwithstanding the preceding, an employee on leave of absence without pay will not have STD and LTD available to them.

- 29.03** An employee who is a victim of family violence or whose dependent is a victim of family violence is entitled to a leave of absence of up to ten (10) days in every calendar year to attend to personal matters related to the family violence.

Up to five (5) days of the leave is to be paid; the remaining five (5) days of the leave is unpaid.

ARTICLE 30.00 - CALL-OUT

- 30.01** (a) All plant and Customer Care Centre and Administrative Assistant, Distribution Operations employees who are called out to perform work after the completion of their regular work shifts 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.

Notwithstanding the above, all call-outs commencing after 10:00 p.m. and before 5:30 a.m. shall be paid a minimum of two and one-half (2 1/2) hours pay at the applicable overtime rate or for actual hours worked at the applicable overtime rate, whichever is the greater.

- (b) If the called-out employee continues to work on that call-out into regularly scheduled hours:
- (i) the employee will be paid the applicable overtime rate until their work related to the call-out is complete.
 - (ii) those regularly scheduled hours will be unpaid and must be accounted for on the employee's timesheet.

- 30.02** 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.

Where employees are called out for work, they shall not be required to perform work that is not related to the call-out.

- 30.03** (a) An employee who works sixteen (16) continuous hours shall not be required to continue working without nine (9) continuous hours off the job.
- (b) An employee called out to work and such "call-out" results in the employee working between 12:00 midnight and 5:30 a.m. shall not be required to work the employee's scheduled day shift without nine (9) continuous hours off the job.
- (c) Where an emergency situation exists, the provisions of paragraphs (a) and (b) above shall not preclude the employee from continuing to work. An employee who is

approved to continue to work as a result of an emergency situation will receive the applicable overtime rate for all time so worked.

- (d) The employee shall not lose any scheduled time or pay because of this provision.

ARTICLE 31.00 - STANDBY ALLOWANCE

31.01 No employee (unless mutually agreed between the employee and the immediate Supervisor) will be required to stay on call for a period of longer than seven (7) days, nor will they be required to go on call for a period of seven (7) days after their last on call unless such employee is required to remain on call for purposes of vacation relief, short term disability relief or emergencies.

31.02 Employees assigned to and who provide standby coverage will receive:

- (a) Effective January 1, 2021, Thirty-Nine Dollars and Sixty-Two Cents (\$39.62) for each normal day and One Hundred Two Dollars and Twenty-Four Cents (\$102.24) for each scheduled day of rest, recognized holidays and Corporate Days Off;
- (b) Effective January 1, 2022, Forty Dollars and Forty-One Cents (\$40.41) for each normal day and One Hundred Four Dollars and Twenty-Eight Cents (\$104.29) for each scheduled day of rest, recognized holidays and Corporate Days Off;

as stipulated in Article 24.00 herein.

31.03 If an employee's assigned "on call" duty is extended beyond seven (7) consecutive days per Section 31.01 herein, such employee shall receive the following premium in addition to the Standby Allowance stipulated in Section 31.02:

- (a) Effective January 1, 2021, Ten Dollars and Fourteen Cents (\$10.14) each day for days eight (8) to fourteen (14) inclusive. For days fifteen (15) and beyond in a consecutive period Sixteen Dollars and Forty-Six Cents (\$16.46) per day.
- (b) Effective January 1, 2022, Ten Dollars and Thirty-Four Cents (\$10.34) each day for days eight (8) to fourteen (14) inclusive. For days fifteen (15) and beyond in a consecutive period Sixteen Dollars and Seventy-Nine Cents (\$16.79) per day.
- (c) An employee on standby duty who is required to respond to a telephone call or alarm related to that standby duty shall be paid one-quarter (1/4) hour at the applicable overtime rate for the telephone call, if all of the following conditions are satisfied:
 - (i) the telephone call or alarm is received between the hours of 10:00 pm and 7:00 am;
 - (ii) the telephone call or alarm does not result in the employee being called-out;

- (iii) the telephone call or alarm and any return calls related to it are considered to be one telephone call.

In alignment with (i) through (iii), if the related work goes beyond the initial fifteen (15) minutes, an additional one-quarter (1/4) hour at the applicable overtime rate will be paid for every subsequent fifteen (15) minute increment of work, or portion thereof, that is related to the initial telephone call or alarm.

31.04 The Company 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.

31.05 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. Employees on standby may leave their home for personal reasons, provided they are within direct mobile communication range of the assigned communication base(s) and the public residing within the assigned jurisdiction.

ARTICLE 32.00 - TRAVEL TIME AND EXPENSES

32.01 Subject to Article 14.00 and Article 15.00, in the event that an employee is required by the Company to travel outside of the normal day's work, such employee shall be paid overtime.

32.02 In the event that an employee is required by the Company to work away from the employee's permanent base, the Company 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 personal transportation, the employee shall be reimbursed on a 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 Company to use personal transportation. Reimbursement for mileage and meals during the travel time will be provided at rates as set out in the relevant policies of the Company or as provided for under the Collective Agreement.

ARTICLE 33.00 - BOARD AND LODGING

33.01 (a) In the event that an employee is required to perform work away from the employee's permanent base and for which the Company requires an overnight stay, the Company shall undertake to provide such employee with private lodging at the Company's recommended and approved establishments. The parties mutually acknowledge that there may be occasions when it is not practical or logical to provide private lodging.

Employees will be reimbursed for meals purchased at the following meal rates:

Effective the Signing Date of this Agreement:

Breakfast:	\$12.76
Lunch:	\$15.58
Dinner:	\$23.00

Incidental Overnight Stay \$8.00

Where meals are supplied in conjunction with a Company sponsored event, the meal rate will not be paid.

Expenses higher than the above schedule that are incurred when an employee is on business outside of the Company's service areas may be approved in whole or in part if supported by a receipt.

- (b) Notwithstanding Article 32.01 and the above, an employee may return to his or her permanent base outside of regular working hours and be paid at straight time for the period of time actually travelled, to a maximum of one (1) hour for travel in each direction. Exercising this option does not affect the employee's obligation to be available for work at the work location at the times identified by the employee's Supervisor.
- (c) The Company agrees to provide reasonable notice to employees asked to perform work requiring them to be outside of the district boundaries of their permanent base during the lunch period. Minimum reasonable notice will be considered to be notice given prior to the employee's normal quitting time of the previous day. An employee who has not been provided with such notice will be eligible for reimbursement for a lunch meal in accordance with this Article.

ARTICLE 34.00 - HEALTH BENEFITS

34.01 The Health Benefits listed below shall be available to employees covered in this Agreement. Any proposed changes in benefits or costs to members of the Union will be discussed with the Union and will only be made with the approval of the Union.

- 1. Basic Group Life
- 2. Basic Accidental Death and Dismemberment
- 3. Dependent Group Life
- 4. Extended Health Care
- 5. Short Term Disability
- 6. Long Term Disability
- 7. Alberta Health Care Insurance Plan
- 8. Family Vision Care Plan
- 9. Pension Plan
- 10. Dental Plan
- 11. Voluntary Group Life
- 12. Voluntary Accidental Death and Dismemberment
- 13. Voluntary Savings Plan
- 14. Flex Account

34.02 The Company shall make detailed information covering the provisions of such benefit plans available to the employees through the Manager, Human Resources. The Union will have access to the master insurance company policies located at the Company headquarters in Leduc.

34.03 The Company contribution for those employees enrolled in the following Health Benefits shall be:

Basic Group Life	- 100% of premium cost
Basic Accidental Death & Dismemberment	- 100% of premium cost
Dependant Group Life	- 100% of premium cost
Long Term Disability	- 100% of premium cost
Alberta Health Care Insurance	- 100% of premium cost
Extended Health Care	- 100% of cost
Family Vision Care	- 100% of cost
Dental Plan	- 100% of cost

ARTICLE 35.00 - COURSES

35.01 Employees will be required to attend Company-sponsored training functions when said programs are given during their regular hours of work.

ARTICLE 36.00 - JOINT WORK SITE HEALTH AND SAFETY COMMITTEE(S)

36.01 There will be one (1) joint work site Health and Safety Committee (HSC) in accordance with the Occupational Health and Safety Act, as amended or replaced from time to time. The HSC will consist of four (4) persons; two (2) Union members selected by the Bargaining Unit and two (2) employer members appointed by the Company.

There will be two (2) co-chairs of the HSC; one selected by the employer HSC members and the other selected by the Bargaining Unit. The co-chairs will alternate serving as chair at meetings and participate in all decision-making.

36.02 The HSC will meet at least quarterly.

36.03 In addition to the HSC, there will be five (5) Bargaining Unit selected Health and Safety Representatives (HSRs) from Regional and District offices, as amended or replaced from time to time by the Union, with the understanding there will be only one (1) HSR from any respective office.

36.04 The rights, responsibilities, and operation of the HSC and the rights, responsibilities, and eligibilities of HSC members and HSRs will be governed by the terms of reference outlined in the applicable EOH&S Management System Manual Practice.

36.05 The Company will determine the mode of travel to attend HSC meetings.

ARTICLE 37.00 - POSTING UNION INFORMATION

37.01 The Company will provide space on existing Company bulletin boards for posting of Union information regarding the following:

- (a) Union General Meeting notices;
- (b) Upcoming Union events;
- (c) Health and Safety information.

Other material apart from that listed above shall be previewed and mutually agreed upon by the Union Executive and the Vice President responsible for labour relations before posting.

ARTICLE 38.00 - SEXUAL AND WORKPLACE HARASSMENT

38.01 The parties to this Collective Agreement acknowledge and agree that sexual harassment and workplace harassment are separate issues and will not be condoned.

38.02 Sexual harassment includes offensive sexual comments, gestures or physical contact that are objectionable or offensive, either on a one-time basis or as a continuous series of incidents. Sexual harassment is behaviour of a sexual nature that is deliberate and unsolicited. Sexual harassment is coercive and one-sided and both males and females can be victims.

38.03 Workplace harassment is objectionable conduct that has the effect of creating an intimidating, hostile or offensive work environment, interfering with an individual's work performance, adversely affecting an individual's employment relationship and/or denying an individual dignity and respect.

38.04 Employees who experience sexual harassment or workplace harassment are encouraged to make it known to the offending person(s) that the behaviour is offensive and contrary to this Agreement and Company policy. If confronting the individual(s) directly is not possible or if after doing so, the harassment continues, employees should report the incident to any member of Management and/or any local Union Representative and/or a National Representative of Unifor National Union. Upon receipt of such a complaint, the Union will approach the appropriate Company management personnel and an investigation will take place. It is agreed that substantiated complaints will be dealt with by the Company through the normal disciplinary procedures.

38.05 The terms and conditions of this Article do not limit the employee, who feels sexual harassment or workplace harassment has occurred, in their pursuit of the matter through appropriate Alberta legislation.

ARTICLE 39.00 - LABOUR MANAGEMENT COMMITTEE

39.01 There shall be a Labour Management Committee consisting of two (2) representatives of the Company and two (2) members of the Union Executive which will convene a minimum of four times per year. This Committee does not make or enforce policy; however, it is

expected to provide the Company with constructive recommendations and suggestions as they relate to the employment relationship between the Company and the members of the bargaining unit.

- 39.02** The Company shall determine the mode of travel and length of paid travel time for Union members attending the Labour Management committee meetings.

ARTICLE 40.00 - CLOTHING / PERSONAL PROTECTIVE EQUIPMENT

- 40.01** The Company contribution towards purchase of an employee's uniform will be 100%.
- 40.02** The Company will pay 100% of the cleaning costs for the following portions of employee's uniform: parkas, coveralls (winter and summer), and smocks including all portions of Company uniforms which require dry-cleaning to comply with manufacturer's cleaning instructions. Cleaning shall be done at Company-designated cleaning establishments.
- 40.03** Effective January 1, 2020, the Company will reimburse designated employees for the actual cost of approved footwear, Bama Socks and insoles to a maximum of Three Hundred Dollars (\$300.00) per calendar year.
- 40.04** The Company will cover the costs of prescription safety glasses, reimbursable at 100%, up to a maximum of \$350.00 per employee per period of every 24 consecutive months. Coverage does not extend to dependents and claims will be made through the Company's Health Benefits provider.

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

Apex Utilities Inc.



G. Feltham
President



K. Raitz
Vice President, Corporate Services

Unifor Local 1947



A. Franklin
President



R. Humphries
Vice-President



A. Kugler
Secretary-Treasurer



W. Ewanicke
Unifor National

SCHEDULE I - NOTES TO JOB CLASSIFICATIONS, WAGE RATES AND WAGE RANGES

These notes are applicable, as stated, to the following Schedules relating to the Collective Agreement between Unifor Local 1947 and AltaGas Utilities Inc.

I. Administration of Steps:

- (a) Progression through each range noted (*) will be made on the basis of one (1) step following completion of each twelve months actually worked. All other classifications contained in the Schedules shall be administered as follows:
- (i) Except as described in (ii) and (iii) below, progression through the ranges will be made annually on the basis of one (1) step following completion of each year's service in the position.
 - (ii) Where an employee accepts a position in a higher wage range under the condition of obtaining specific educational requirements, progression through the steps will not begin until the educational requirements are met.
 - (iii) An employee hired into the Technician Trainee, Distribution Operations position will progress from Step 1 to Step 2 following completion of six (6) months of service and will progress from Step 2 to Step 3 following completion of nine (9) months service.
 - (iv) An employee hired into the Technician Trainee, Distribution Operations position will move to the Step 1 rate of the Technician, Distribution Operations classification within one week of meeting the following requirements:
 - Completion of all written and practical assessments outlined in the Company's TTDO Curriculum; and
 - Passing a TTDO qualification exam.

The Company will administer a TTDO qualification exam upon the employee's completion of the TTDO Curriculum and twelve months of service in the Technician Trainee, Distribution Operations position. The TTDO Curriculum assessments may be challenged at any time. The employee may challenge the TTDO qualification exam at any time following completion of the TTDO Curriculum. Both the TTDO Curriculum assessments and the TTDO qualification exam are subject to the condition that a maximum of two (2) challenges may be made for each and will be scheduled on a date mutually agreed upon by the employee and the supervisor.

If, upon the completion of twelve (12) months of service the employee fails to complete the TTDO Curriculum, the Company commits to provide training in those areas identified as deficient or extend the assessment period until training has been made available. If the employee fails to successfully complete the TTDO Curriculum upon conclusion of the

extended assessment period, the employee will be given three (3) months to secure another job for which they are qualified for within the Company, under the terms of the Collective Agreement, should such a position be available. If unsuccessful, the employee's employment may be terminated by the Company.

If, upon the completion of twelve (12) months of service the employee fails the TTDO qualification exam, a maximum of two (2) re-examinations will be administered within the following three (3) month period. If the employee fails to pass the re-examinations, the employee will be given three (3) months to secure another job for which they are qualified for within the Company, under the terms of the Collective Agreement, should such a position be available. If unsuccessful, the employee's employment may be terminated by the Company.

- (b) A probationary employee as defined in Article 8.00 must be paid a minimum wage of at least the bottom of the range.
- (c) Employees performing any jobs listed in the Schedule on a part-time basis shall be paid on an hourly rate from the Schedule.

II. **Geographic Allowance:**

An employee whose permanent residence is in the Grande Cache, High Level and Wabasca Districts will be paid geographic allowance at the following rate: Two Dollars (\$2.00) per regular hour worked. This allowance is not subject to interruption due to illness, accident, vacation, or approved leaves of absence.

SCHEDULE II (A) – PLANT JOB CLASSIFICATIONS, WAGE RATES, WAGE RANGES

The following Plant Classifications, Hourly Wage Rates and Wage Ranges are applicable to the Collective Agreement between Unifor Local 1947 and Apex Utilities Inc. and are effective January 1, 2021:

	Step 1	Step 2	Step 3
Technician, Distribution Operations	\$38.21	\$39.31	\$40.45
Technician Trainee, Distribution Operations	\$33.69	\$35.07	\$36.46
Lead, Construction & Maintenance	\$38.21	\$39.31	\$40.45
Technician, Construction & Maintenance	\$36.32	\$37.32	\$38.35
Regional Technician	\$45.86	\$47.21	\$48.58
Technician, Corrosion Control	\$42.14	\$43.41	\$44.66
Dispatcher/Planner	\$34.90	\$35.92	\$36.94
Fleet Technician	\$38.04	\$39.16	\$40.30
Technician, GIS	\$41.51	\$42.75	\$44.01
Technician, GIS Data	\$41.51	\$42.75	\$44.01
Technician, CAD Systems	\$41.51	\$42.75	\$44.01
Operator, GIS	\$37.05	\$38.50	\$39.88
Facilities Caretaker	\$25.12	\$25.97	\$26.86
Lead, Special Projects Crew	\$41.69	\$42.93	\$44.17
Technician, Special Projects Crew	\$38.21	\$39.31	\$40.45
Inspector, Regional Construction	\$37.19	\$38.27	\$39.35
Buyer/Inventory Control	\$34.90	\$35.92	\$36.94
Warehouseperson	\$31.50	\$32.25	\$33.04

SCHEDULE II (B) – PLANT JOB CLASSIFICATIONS, WAGE RATES, WAGE RANGES

The following Plant Classifications, Hourly Wage Rates and Wage Ranges are applicable to the Collective Agreement between Unifor Local 1947 and Apex Utilities Inc. and are effective January 1, 2022:

	Step 1	Step 2	Step 3
Technician, Distribution Operations	\$38.78	\$39.90	\$41.06
Technician Trainee, Distribution Operations	\$34.20	\$35.60	\$37.01
Lead, Construction & Maintenance	\$38.78	\$39.90	\$41.06
Technician, Construction & Maintenance	\$36.86	\$37.88	\$38.93
Regional Technician	\$46.55	\$47.92	\$49.31
Technician, Corrosion Control	\$42.77	\$44.06	\$45.33
Dispatcher/Planner	\$35.42	\$36.46	\$37.49
Fleet Technician	\$38.61	\$39.75	\$40.90
Technician, GIS	\$42.13	\$43.39	\$44.67
Technician, GIS Data	\$42.13	\$43.39	\$44.67
Technician, CAD Systems	\$42.13	\$43.39	\$44.67
Operator, GIS	\$37.61	\$39.08	\$40.48
Facilities Caretaker	\$25.50	\$26.36	\$27.26
Lead, Special Projects Crew	\$42.32	\$43.57	\$44.83
Technician, Special Projects Crew	\$38.78	\$39.90	\$41.06
Inspector, Regional Construction	\$37.75	\$38.84	\$39.94
Buyer/Inventory Control	\$35.42	\$36.46	\$37.49
Warehouseperson	\$31.97	\$32.73	\$33.54

SCHEDULE III (A) – OFFICE JOB CLASSIFICATIONS, WAGE RATES, WAGE RANGES

The following Office Classifications, Hourly Wage Rates and Wage Ranges are applicable to the Collective Agreement between Unifor Local 1947 and Apex Utilities Inc. and are effective January 1, 2021:

Group	Classification	Step 1	Step 2	Step 3
6	Accountant, Financial Administrator, Technical Services	\$35.75	\$36.84	\$37.88
5	Administrative Coordinator, Project Management	\$34.67	\$35.54	\$36.42
4	Accounting Assistant, Internal Reporting Administrative Assistant, Regulatory Billing Representative Customer Care Lead Land Administrator	\$34.02	\$35.14	\$36.29
3	Accounting Assistant, Accounts Payable Accounting Assistant, Financial Control Accounting Assistant, Fixed Assets Administrative Assistant, Distribution Operations Clerk, Accounts Receivable Coordinator, Corporate Services Coordinator, EOH&S	\$32.00	\$33.08	\$34.26
2	Accounting Assistant, Management Accounting Administrative Assistant, Engineering Services Credit and Collections Representative Customer Care Representative Natural Gas Applications Representative	\$30.12	\$31.17	\$32.24
1	Receptionist	\$28.93	\$29.71	\$30.95

SCHEDULE III (B) – OFFICE JOB CLASSIFICATIONS, WAGE RATES, WAGE RANGES

The following Office Classifications, Hourly Wage Rates and Wage Ranges are applicable to the Collective Agreement between Unifor Local 1947 and Apex Utilities Inc. and are effective January 1, 2022:

Group	Classification	Step 1	Step 2	Step 3
6	Accountant, Financial Administrator, Technical Services	\$36.29	\$37.39	\$38.45
5	Administrative Coordinator, Project Management	\$35.19	\$36.07	\$36.97
4	Accounting Assistant, Internal Reporting Administrative Assistant, Regulatory Billing Representative Customer Care Lead Land Administrator	\$34.53	\$35.67	\$36.83
3	Accounting Assistant, Accounts Payable Accounting Assistant, Financial Control Accounting Assistant, Fixed Assets Administrative Assistant, Distribution Operations Clerk, Accounts Receivable Coordinator, Corporate Services Coordinator, EOH&S	\$32.48	\$33.58	\$34.77
2	Accounting Assistant, Management Accounting Administrative Assistant, Engineering Services Credit and Collections Representative Customer Care Representative Natural Gas Applications Representative	\$30.57	\$31.64	\$32.72
1	Receptionist	\$29.36	\$30.16	\$31.41

LETTER OF UNDERSTANDING #1 – VARIABLE PAY PROGRAM

Between:

**Apex Utilities Inc.
and
Unifor Local 1947**

The Company and the Union agree that all employees covered by the Collective Agreement, with the exception of casual employees, are eligible to participate in a variable pay program.

Eligibility: To be eligible for an award, an employee must be actively employed by the Company at the end of the plan year.

New employees will immediately be eligible based on their actual base salary earnings for the plan year.

Individuals who retire during the plan year, or are on long-term disability or a voluntary leave of absence for part of the year, are eligible for a partial award under the plan based on their actual base salary earnings for the plan year.

Individuals transferring from union to management positions during the year are eligible for an award in the salaried plan based on their actual base salary earnings for the plan year.

Award: The program will award a bonus not to exceed one and one-half percent (1.5%) of the employee's annual base salary. Base salary shall be defined as the employee's actual salary earnings for the plan year, and will exclude any overtime, standby, bonus, allowance, benefit or any other compensation.

All amounts earned under the plan will be paid out, net of income tax and other required withholdings, during the month of March following the end of the plan year. On request of the employee and with any necessary approvals, awards under the plan may be contributed directly into the individual's RRSP.

Criteria: The program compensation will be based on the attainment of specific pre-determined criteria identical to the Corporate Objectives identified in the Corporate Short Term Incentive Plan (STIP), not including personal or work unit goals.

Apex Utilities Inc.



G. Feltham
President



K. Raitz
Vice President, Corporate Services

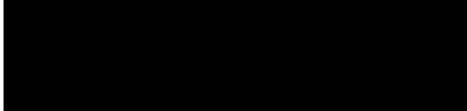
Unifor Local 1947



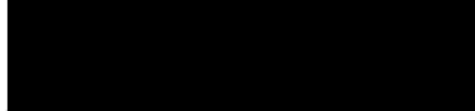
A. Franklin
President



R. Humphries
Vice-President



A. Kugler
Secretary-Treasurer



W. Ewanicke
Unifor National

LETTER OF UNDERSTANDING #2 – CASUAL IN-SCOPE EMPLOYEES

Between:

**Apex Utilities Inc.
and
Unifor Local 1947**

The Company and the Union agree that Casual In-Scope Employees do not accrue seniority and only the following Articles in the Collective Agreement will apply to such employees:

- 7 – Union Rights and Check-off
- 9 – Grievance Procedure excluding the right to grieve termination or layoff
- 12 – Wages, Wage Ranges, Payment
- 14 – Hours of Work/Overtime – Plant Employees
- 15 – Hours of Work/Overtime – Office Employees
- 18 – Pyramiding of Rates
- 19 – Job Posting, Promotions, only to be considered after Permanent full-time and part-time employees. For purposes of Article 19, a Casual In-Scope employee will be given consideration, but the Company reserves the right to fill the vacancy from outside the organization. In the event an external candidate is selected, the Company will explain to the Union why the Casual In-Scope employee was not the successful candidate.
- 23 – One Day Off in Seven
- 27 – Bereavement Leave, but only if scheduled to work
- 32 – Travel Time and Expenses
- 33 – Board and Lodging
- 38 – Sexual and Workplace Harassment
- 40 – Clothing / Personal Protective Equipment, excepting 40.03. (approved footwear, Bama Socks and insoles). 40.04 (prescription safety glasses) will apply only in cases where a Casual In-Scope Employee is deemed to be a designated employee in which case the claim will be made directly to the Company.
- Wage Schedules II and III at the Step 1 rate

Apex Utilities Inc.



G. Feltham
President



K. Raitz
Vice President, Corporate Services

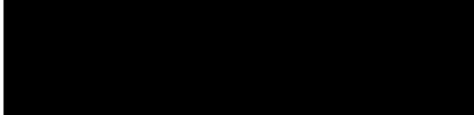
Unifor Local 1947



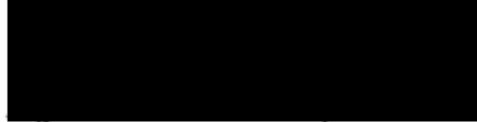
A. Franklin
President



R. Humphries
Vice-President



A. Kugler
Secretary-Treasurer



W. Ewanicke
Unifor National

LETTER OF UNDERSTANDING #3 – PERMANENT BASE

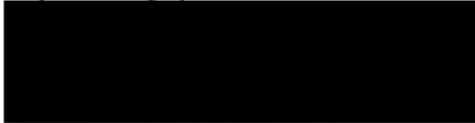
Between:

**Apex Utilities Inc.
and
Unifor Local 1947**

The Company and the Union agree to the following understanding of Permanent Base and Temporary Base in Articles 32.00 and 33.00:

As referred to in clauses 32.00 and 33.00 of the Collective Agreement, the term “permanent base” refers to the location of the Apex Utilities Inc. office to which an employee is normally assigned as specified in the Company’s letter of offer, and to which the employee normally reports prior to commencing work. This may also be referred to as the employee’s “home base”. The term “temporary base” refers to any location, other than the employee’s permanent base, to which an employee is temporarily assigned by the Company, and to which the employee subsequently reports prior to commencing work.

Apex Utilities Inc.

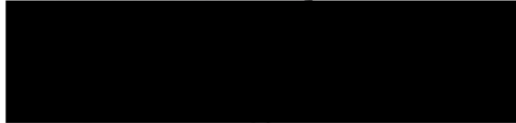


G. Feltham
President



K. Raitz
Vice President, Corporate Services

Unifor Local 1947



A. Franklin
President



R. Humphries
Vice-President



A. Kugler
Secretary-Treasurer



W. Ewanicke
Unifor National

LETTER OF UNDERSTANDING #4 – CONTRACTOR

Between:

**Apex Utilities Inc.
and
Unifor Local 1947**

In the event of a proposed layoff, the Company and the Union agree to the following understanding of the word 'Contractor' as used in Article 20.01 (c):

For clarity, the term 'Contractor' does not include the following examples:

- Contract meter readers, janitors, and building & yard maintenance personnel.
- Contract on-call and standby personnel in areas where the Company does not have permanent staff, or where, for reasons of distance from a District hub, a supplemental contract standby resource has been engaged (i.e. Red Earth Creek, Kikino and Buffalo Lake Metis Settlements etc.).
- Contractors or consultants engaged for specific projects, outside of the normal day-to-day operations of the Company, including but not limited to IS&T implementation projects, seasonal leak inspection, training, major new business construction or replacement projects.
- Contractors engaged under local services contracts such as welding or backhoe contractors.

Apex Utilities Inc.



G. Feltham
President



K. Raitz
Vice President, Corporate Services

Unifor Local 1947



A. Franklin
President



R. Humphries
Vice-President



A. Kugler
Secretary-Treasurer



W. Ewanicke
Unifor National

LETTER OF UNDERSTANDING #5 – HR RELATED INVESTIGATIONS

Between:

**Apex Utilities Inc.
and
Unifor Local 1947**

The intention of this Letter of Understanding is to provide transparency into the Human Resources (HR)-related investigative process and facilitate each respective party's roles and responsibilities.

In the event of an HR-related formal investigation, in which there is a likelihood discipline to a Bargaining Unit member may result, the Company and the Union agree:

- The Company will notify the Union of such investigation.
- For time-sensitive investigations, such as those that are Drug & Alcohol related, the Company will exercise best efforts to notify the Union as soon as practicable.
- Neither the Company nor the Union will unduly delay the investigative interview process.
- Prior to the start of an investigative interview, the interviewee will be informed of the reason for the interview and that the investigation may result in discipline to them or to another employee. As such, the interviewee will be made aware of their right to have Union representation during the interview and may request such Union representation.
- The purpose of the Union's presence at the interview is to assist the Union in fulfilling an obligation to represent their member should an investigation result in discipline.
- The Company's, or Company-assigned independent investigator's, role within an interview is to lead the interview process and ask questions in order to obtain answers to relevant questions.
- If the Union believes there is an issue with the Company's investigative interview, the following will occur:
 - The Union representative will request a break in the interview, and the concern will be discussed between the investigator and Union representative in private. If the interviewer and the Union representative cannot resolve the concern, the interview process would immediately conclude. If the concern is resolved, the interview will continue.
 - An unresolved concern will be documented as soon as practicable by each of the interviewer and the Union representative and they will independently forward the concern in writing to the VP, Corporate Services, or their designate, for consideration.
 - The Company will respond to the concern within three (3) business days.
- Before the Union initiates its own investigation concurrent to the Company's investigation, the Union will notify the Company of its intention to investigate.

Apex Utilities Inc.



G. Feltham
President



K. Raitz
Vice President, Corporate Services

Unifor Local 1947



A. Franklin
President



R. Humphries
Vice-President



A. Kugler
Secretary-Treasurer



W. Ewanicke
Unifor National

LETTER OF UNDERSTANDING #6 – TRIAL AVERAGING OF HOURS ARRANGEMENT

Between:

**Apex Utilities Inc.
and
Unifor Local 1947**

The Company and Union agree it is advantageous to the Company, Union, and Employees working in construction and maintenance work within the Northwest region and those working in distribution operations within Grande Cache (the “**Groups**”) to have a trial averaging of hours work arrangement, which, subject to ratification of the Collective Agreement, will commence within thirty (30) days of ratification and end approximately December 31, 2021 (the “**Trial Period**”).

The Company and the Union agree to meet no later than October 31, 2021 to discuss the outcome of the trial. If there is a desire to maintain the arrangement during the term of this Collective Agreement, or expand this trial to other work units during the term of the Collective Agreement, an additional agreement or addendum to this LOU will be developed and be subject to ratification.

The Alberta *Employment Standards Code* (the “*Code*”) and regulations prescribe certain requirements for averaging arrangements.

In consideration of the above, the following will apply during the Trial Period:

1. This Letter of Understanding (this “**LOU**”) will be effective during the Trial Period unless:
 - a. terminated earlier by the Company or Union providing at least 30 days’ notice in writing to the other party;
 - b. otherwise agreed to by the Company and Union; or
 - c. the Code is amended in a way that makes the scheduled hours of work and stipulated overtime unlawful.
2. This LOU will apply to Employees covered by the Collective Agreement in the Groups regardless of whether they were Employees of the Company at the time this LOU became effective. Therefore, “**Employee**” means any and all Employees who are a member of one of the Groups.
3. The construction and maintenance Group will be split into two (2) teams with two (2) Employees per team. The distribution operations Group will follow the TEAM 1 schedule.
4. A normal day’s work will be ten (10) hours between the hours of 7:00 a.m. and 6:00 p.m., as per the Schedule below. The normal work week will consist of forty (40) hours. A maximum unpaid lunch period of one (1) hour will be observed. The lunch period may be reduced one-half (1/2) hour if mutually agreed between the Employee and the Supervisor.

5. The Schedule for the Trial Period will be:

TEAM 1 - WEEK 1 (hours per day)							
Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Total
OFF	10	10	10	10	OFF	OFF	40

TEAM 1 - WEEK 2 (hours per day)							
Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Total
OFF	OFF	10	10	10	10	OFF	40

TEAM 2 - WEEK 1 (hours per day)							
Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Total
OFF	OFF	10	10	10	10	OFF	40

TEAM 2 - WEEK 2 (hours per day)							
Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Total
OFF	10	10	10	10	OFF	OFF	40

6. Overtime will mean any work performed in excess of ten (10) hours per day or forty (40) hours per week.
7. Payment for authorized overtime for Employees working in excess of ten (10) hours per day will be paid at two (2) times the Employee's regular rate of pay. All hours worked in excess of forty (40) hours per week will be paid at two (2) times the Employee's regular rate of pay.

8. The Company may, from time to time, make temporary changes to the Schedule if:
 - a. the Company gives at least two (2) weeks' notice to the Group and Union of the change; or
 - b. the change is made because an unforeseen or unpreventable circumstance has occurred.
9. Eligibility and entitlement to bank overtime will be governed by the terms of the Collective Agreement.
10. All provisions of Article 24.00 of this Collective Agreement will apply, with the following exceptions:
 - a. if the recognized holiday falls on a scheduled workday, the holiday will be observed on the day it falls.
 - b. if the recognized holiday falls on an unscheduled workday, the holiday will be observed on the following scheduled workday.
11. Vacation will be allotted in hours, however, vacation days must be taken in either half day (five hours) or full day (ten hours) increments.
12. The Company will provide a copy of this LOU to Employees (for new hires, this will be done as soon as possible after the new Employee becomes bound by this LOU). In addition, the Company will post a copy of this LOU on the Company's internal website and in one or more conspicuous places in the workplace where this LOU can be viewed by the Employees.
13. If other requirements of averaging arrangements under the Code and *Employment Standards Regulation* ("**Regulation**") are greater than what has been negotiated, then they are incorporated into this LOU.

Apex Utilities, Inc.



G. Feltham
President



K. Raitz
Vice President, Corporate Services

Unifor Local 1947



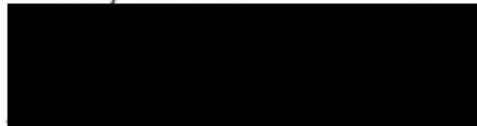
A. Franklin
President



R. Humphries
Vice-President



A. Kugler
Secretary-Treasurer



W. Ewanicke
Unifor National

LETTER OF UNDERSTANDING #7 – PAID EDUCATION LEAVE

Between

**Apex Utilities Inc.
and
Unifor Local 1947**

The Company and the Union agree:

The Company will contribute an amount of \$5,000.00 annually over the term of this agreement to the Unifor Paid Education Leave (PEL program) upon receiving proof of use from the Union. Payments are to be held in trust specifically for Unifor Local 1947 for educational purposes that are to the mutual benefit of both the Union and the Company. Upon receipt of proof of use to the Company, payment will be sent to the following address:

Unifor Paid Education Leave Program
205 Placer Court
Toronto, ON M2H 3H9

The Company will approve Paid Education Leave in accordance with Articles 28.01 and 28.03. Candidates for Paid Education Leave will be selected by the Union.

Apex Utilities Inc.



G. Feltham
President



K. Raitz
Vice President, Corporate Services

Unifor Local 1947



A. Franklin
President



R. Humphries
Vice-President



A. Kugler
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