

2021 - 2022 Collective Agreement

between
Capital Power
(hereinafter called the "Company")



-and-
UNIFOR Local 829
(hereinafter called the "Union")



Duration:
December 20, 2020 to December 17, 2022

Collective Agreement

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- and -

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NOTES:

1. An asterisk (*) designates a clause that existed in the previous Agreement which has been reworded. Any new words which have been added appear in “Italics”.
2. A double asterisk (**) designates a new clause and / or a new article.

PREAMBLE

In the spirit of partnership the parties shall endeavour to create and maintain a positive and harmonious workplace. The parties are committed to frequent and open communication, joint problem solving and resolving disputes promptly and effectively. The following Collective Agreement has been mutually developed to reflect the spirit and intent arising from collective bargaining.

1. Amendment and Termination

1.01. *The duration of this Agreement shall be effective from *December 20, 2020 to December 17, 2022*.

This Agreement shall take effect on the above-specified date and shall continue in force and effect beyond the expiration date from year to year thereafter unless notification of desire to amend the Agreement is given in writing by either party to the other not more than one hundred and twenty (120) days nor less than sixty (60) days prior to the expiration date.

Changes in this Agreement agreed upon by the parties hereto, however, may be made at any time, provided that such changes are properly reduced to writing and executed by the signing officers of the parties to the Agreement.

2. Scope

This Agreement shall apply to all employees of the Company within the bargaining unit as the said bargaining unit may from time to time be determined by the Labour Relations Board.

3. Definitions

3.01. Absenteeism

The word "absenteeism" when used in this Agreement shall mean the absence of an employee from scheduled work due to emergent conditions such as sickness, death in the family, weather or road conditions. It is agreed that the term "emergent conditions" shall not be restricted by the generality of the foregoing.

3.02. Basic Rate of Pay

The words "basic rate of pay" when used in this Agreement shall mean the rate of pay assigned to an incumbent of a position within the pay range specified for the progression level of such position in Appendix I of this Agreement.

3.03. Calendar Year

The words "calendar year" when used in this Agreement shall mean a twelve (12) month period commencing January 1 of each year.

3.04. Class

The word "class" when used in this Agreement shall mean a group of positions having sufficiently similar duties, responsibilities, authority and required qualifications that a common descriptive title may be used.

3.05. Continuous Employment

The words "continuous employment" when used in this Agreement shall mean continuous permanent or probationary employment with the Company.

3.06. Employee

The word "employee" when used in this Agreement shall mean a person assigned to a position coming within the scope of this Agreement.

3.07. Engineers

The word "Engineers" when used in this Agreement shall mean Power Engineers certified in The Power Engineer Regulations under The Safety Codes Act, Province of Alberta.

3.08. Engineers' Certificates

The words "1st Class", "2nd Class", and "3rd Class" when used in this Agreement shall be deemed to mean "First Class Power Engineer's Certificate", "Second Class Power Engineer's Certificate", and "Third Class Power Engineer's Certificate" respectively.

3.09. Home Site

"Home site" shall mean the work location that the employee normally works at or out of. The Company shall designate a home site for each employee. (e.g. Genesee).

3.10. Interpretation

In this Agreement (unless otherwise indicated in the context) words in the singular shall include the plural, and words in the plural shall include the singular. Masculine gender as used herein shall also mean and include the feminine, unless otherwise indicated in the context.

3.11. Monthly Salary

The words "monthly salary" when used in this Agreement shall mean:

Bi-weekly pay at regular rate of pay X 26/12 = Monthly Salary.

3.12. Off Days

The words "off days" when used in this Agreement shall mean those days of rest without pay which are regularly scheduled on a weekly or cyclical basis in conjunction with the employee's regularly scheduled hours of work.

3.13. Permanent Employee

The words "permanent employee" when used in this Agreement shall mean any employee who has successfully completed the required probationary period of a permanent position.

3.14. Permanent Position

The words "permanent position" when used in this Agreement shall mean a position designated by the Company as permanent for the purpose of this Agreement.

3.15. Position

The word "position" when used in this Agreement shall mean a specific set of duties and/or conditions developed for the purpose of assignment to a single incumbent.

3.16. Power Engineering Technology Students

The words "Power Engineering Technology Students" when used in this Agreement shall mean those individuals who are students in a recognized Power Engineering program.

3.17. Probation

The word "probation" when used in this Agreement shall mean an initial trial period of employment.

3.18. Probationary Employee

The words "probationary employee" when used in this Agreement shall mean any employee who is filling a permanent position and is serving a required probationary period.

3.19. Regular Rate of Pay

The words "regular rate of pay" when used in this Agreement shall mean the rate of pay assigned to a permanent/probationary employee/member for the position to which the employee/member is permanently appointed or serving the required probationary period or trial term thereof; or the rate of pay assigned to a temporary employee/member for the position.

3.20. Shift

The word "shift" when used in this Agreement shall mean the daily hours of work assigned to a position.

"Shift of the day" refers to your scheduled shift date where the majority of your hours occur.

3.21. Shift Schedule

The words "shift schedule" when used in this Agreement shall mean a timetable of the shifts assigned to a position, which includes one complete rotation of such shifts.

3.22. Spare Power Engineer

The words "Spare Power Engineer" when used in this Agreement shall mean Power Engineers who are not assigned on a rotational basis to the regular plant operation in accordance with the shift schedule.

3.23. Temporary Employee

The words "temporary employee" when used in this Agreement shall mean any employee who is filling a seasonal or established temporary position for a predetermined period of time.

3.24. Temporary Position

The words "temporary position" when used in this Agreement shall mean any position which is established on a seasonal basis or for a predetermined period of time.

3.25. Trial Term

The words "trial term" when used in this Agreement shall mean the trial period of employment of an employee in a permanent position coming within the scope of this Agreement.

3.26. First (1st.) Vacation Anniversary

The words “first (1st.) vacation anniversary” when used in this Agreement shall mean the January first (1st.) that follows an employee’s hire date.

3.27. Vacation Anniversary Date

The words “vacation anniversary date” when used in this Agreement shall mean the date of January 1 of the year in which the employee was hired.

3.28. Vacation Leave Entitlement

The words "vacation leave entitlement" when used in this Agreement shall mean earned annual vacation leave, in hours, based on length of service.

3.29. Vacation Year

The words “vacation year” when used in this Agreement shall mean the calendar year January 1 to December 31.

4. Safety

4.01. The Company is committed to providing a safe work place for all employees.

4.02. At the request of either party, the Company and the Union agree to meet to discuss and recommend changes regarding Safety Rules and Regulations.

4.03. While on-site, employees are responsible for understanding and abiding by all regulations of the Occupational Health and Safety Act of Alberta.

4.04. No employee shall carry out any work if, on reasonable and probable grounds, the employee believes that there exists an imminent danger to the health or safety of that employee.

4.05. For the purposes of this Article, “imminent danger” means:

- A danger that is not normal for that occupation; or
- A danger under which a person engaged in that occupation would not normally carry out the person’s work.

4.06. The Company shall not dismiss or take any other disciplinary action against a worker by reason of that worker acting in compliance with the Occupational Health and Safety Act of Alberta, the regulations, the adopted code or an order given under the Act or the regulations.

4.07. The Company and Union have a zero tolerance towards violence. The Company and Union will support an employee who is struggling with Domestic Violence.

5. Managerial Responsibilities

5.01. Managerial Rights

5.01.01. Subject only to limitation by this Agreement, the Company has full authority to exercise the functions of management and to direct the working forces of the Company.

5.01.02. The Union, its agents and employees coming within the scope of this Agreement, shall not promote or participate in any form of strike or slowdown of work while this Agreement is in force and effect. The Company shall not lockout its employees during the term of this Agreement.

5.02. An employee may be disciplined for just cause. At the discretion of management, such discipline may be a written reprimand, suspension, dismissal, or such other discipline which is deemed appropriate. Copies of all written reprimands or notices of suspension, discharge or other discipline shall be forwarded to Human Resources and the Union.

5.03. In the current discipline / corrective action process, the Company will consult with the Union before a final decision *is* made regarding corrective action, in order that the Union can provide their input and perspective prior to the Company making decisions and taking action.

6. Union Security

6.01. Recognition

The Company recognizes the Union, through its accredited officers or representatives, as the exclusive agent for those employees covered by this Agreement for the purpose of collective bargaining in respect to wages and conditions of employment.

6.02. *No Discrimination

There shall be no discrimination against any employee by virtue of *their* being or performing *their* duty as a member of the Union.

6.03. Check-Off of Union Dues

6.03.01. The Company agrees to deduct, from the wages of all employees covered by this Agreement, Union dues as shall be decided by the Union.

Where the Union indicates that an alteration of the dues' structure is required, the Union shall provide written notice to the Company of the alterations desired not less than thirty (30) days prior to the desired

implementation date. Deductions shall commence with the first pay period and shall be forwarded to the Union at the end of each pay period, together with a list of employees from whom deductions have been made.

6.03.02. Employees granted leave of absence without pay in excess of ten (10) consecutive working days shall make arrangements through the Company payroll section to prepay union dues, for the period of absence, before their leave of absence commences.

6.03.03 In order to remain in good standing and accumulate seniority, all union members must ensure that their union dues are kept current. If dues lapse in excess of thirty (30) days, seniority will cease to accrue.

6.04. Plant Pass

The Company agrees to provide site access to all officers and business representatives of the Union as per Company security process.

6.05. Names of Union Officers

The Union shall inform the Company as to the names and addresses of its officers, negotiating committee members, shop stewards and any other persons who are authorized representatives of the Union in matters which are appropriate under the provisions of this Agreement. The Union shall also inform the Company in writing of any changes to such list of names.

7. Working Conditions

7.01. Hours of Work

7.01.01. Subject to the specific provisions of this Agreement, employees shall work an average of three hundred and ninety-six (396) hours balanced over a ten (10) week shift rotation schedule.

7.01.02. Except as provided in Clause 7.02.04., all employees shall be assigned to a rotating shift schedule as mutually developed by the employer and the Union, which provides twenty-four (24) hour coverage on a compressed work week basis of twelve (12) hour shifts including the time off for lunch.

7.01.02.01. Employees may be re-assigned to work straight day shifts of twelve (12) hours (including time off for lunch) while following their normal shift schedule and retain their scheduled off days.

7.01.02.02. Employees may be re-assigned to work straight day shifts of eight (8) hours, (if mutually agreed between the Union and the Company) ten (10) hours or twelve (12) hours (including time off for lunch). The ten (10) hour day schedule applies to Monday to Friday only and must be scheduled in blocks of four (4) shifts.

The Company shall limit the number of changes of shift of the day from eight (8) hour day shifts to twelve (12) hour day shifts, or from day shifts to night shifts or night shifts to day shifts to twelve (12) times in a calendar year. This limit would not apply to those instances where an employee's shift schedule is changed.

7.01.03. The hours of work stated in this section are stated solely for the purpose of calculating overtime and shall not be construed as a guarantee of any minimum nor as a restriction on any maximum hours to be worked.

7.01.04. Employees shall receive a minimum of twenty-eight (28) calendar days' notice of a change of their off day or shift schedule (unless mutually agreed otherwise between the Union and the Company) and forty-eight (48) hours notice for change of shift of the day except for:

- a). Power Engineers on Balanced Period would receive ten (10) calendar days' notice for change of their off day as defined in Clause 7.02...
- b). Start-ups and shutdowns wherein employees would receive seven (7) calendar days' notice to change their off day when moving from rotating shifts to straight days or when moving from straight days to a rotating shift.

7.01.05. In the event that the requisite notice of change is not given to the employees concerned, they shall receive overtime as per Clause 7.01.04., for all shifts worked within ten (10) calendar days of the date of the first changed shift within the 28-day notice period.

7.01.06. There shall be a minimum twelve (12) hour interval between the completion time of one shift and the commencement time of the next shift assigned to an employee, except for the bi-annual Daylight Savings Time adjustment.

7.01.07. *Employee Fatigue

Employee hours of work will be confined within a period of twelve (12) consecutive hours in any one work day. If hours of work have to be extended they are to be increased only to the extent necessary to avoid interference with the working of the business.

The Company must authorize extended hours of work.

An employee who works an unscheduled shift during the twelve (12) hour period immediately preceding their regularly scheduled shift will receive eight (8) hours of rest prior to beginning their regularly scheduled shift. This rest period will be without loss of pay. If the period of time remaining in the regularly scheduled shift is less than eight (8) hours, the employee may request to use banked time, vacation or time off without pay for the remaining hours of *their* scheduled shift.

7.01.08. Shift trades that result in an employee working two (2) consecutive shifts will not be permitted.

7.02. Power Engineers on Balanced Period

7.02.01. The employer shall designate two Balanced Periods for each ten (10) week shift rotation schedule. In these two (2) Balanced Periods there shall be a total of five (5) twelve-hour (12-hour) balanced shifts (60 hours) worked, regardless of statutory holidays. Normally, the Balanced Period starts at 07:00 hours on Monday and continues until Friday at 19:00 hours. Scheduled shifts shall be arranged in consecutive blocks of either dayshifts or nightshifts, unless mutually agreed by the employee affected.

7.02.01.01. In the event that shift coverage is required as listed below, the balanced period will be from the end of the last scheduled shift of the current shift cycle until seventy-two (72) hours prior to the start of the next shift cycle. Management will endeavour to ensure the consecutive block periods provision listed in 7.02.01 will be applied where possible:

- when mutually agreed to by the employees affected
- when management determines there is a need for shift coverage due to a disability of another employee
- when management determines there is a need for shift coverage due to a forced or planned outage
- during the prime time vacation period (July and August)

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- 7.02.02. A Power Engineer on Balanced Period, who works in excess of forty-eight (48) hours within the defined Balanced Period, will be paid the overtime rate for any hours in excess of forty-eight (48).
- 7.02.03. *A Power Engineer, on Balanced Period, shall relieve in any capacity as required, on the day on which *they are* scheduled to work. For the Power Engineer on Balanced Period a change in the hours of work from day shift to night shift shall require forty-eight (48) hours notice. If the required notice is not given the employee shall receive overtime for the first shift worked.
- 7.02.04. A Power Engineer can be requested to work eight (8) hour shifts for training, orientation, courses or related activities.
- 7.02.04.01. *Power Engineers scheduled to work eight (8) hour shifts in a Balanced Period, shall work a shift which commences between 07:00 to 08:30 hours inclusive of any eight and one-half ($8\frac{1}{2}$) consecutive hours including one-half ($\frac{1}{2}$) hour off for lunch without pay. A lunch break of one-half ($\frac{1}{2}$) hour shall be scheduled during such shift as mutually agreed between the employee and the Company. In the event such an employee is recalled to duty during the scheduled lunch break or is otherwise unable to take a mutually agreed lunch break due to operational requirements, the employee shall receive two (2) times *their* basic rate of pay for time worked during *their* lunch break.
- 7.02.05. *In the event that a Power Engineer on Balanced Period is required to continue *their* shift to provide coverage for a rotating twelve (12) hour day shift, *they* shall receive two (2) times the basic rate of pay for those hours which are in addition to *their* scheduled eight (8) hour shift.
- 7.02.06. Shift or schedule changes for Power Engineers on Balanced Period may be made within the period defined as the Balanced Period.
- 7.02.07. *In the event that the requisite notice of change, as stated in Clause 7.01.04. a). is not given to the employee concerned, *they* shall receive overtime for the first shift worked.
- 7.03. Off Days
- All employees shall have regularly scheduled off days.

7.04. Overtime Work

7.04.01. *Excess Hours

Where an employee is required to work hours in excess of *their* shift, *they* shall be paid two (2) times *their* basic rate of pay for hours worked.

7.04.02. *Call-Outs

An employee called out for emergency work outside *their* shift, but not immediately preceding it, shall receive not less than two (2) hours pay at premium pay. Calls within two (2) hours of each other shall be considered as one call for the purposes of computing minimum pay for an employee called out.

7.04.02.01. *In instances of emergency call-out, the call-out shall commence from the time an employee is called at home and shall continue until the time *they return* home, provided however, that the employee goes directly from home to the worksite and returns directly home on completion of the work. Such travel time shall not exceed forty-five (45) minutes each way and shall be included in the minimum call-out time specified in Clause 7.04.02., except that should the work continue for more than one (1) hour, it shall be in addition to the actual time worked.

7.04.02.02. *Employees reporting for call-out or *for work on a scheduled off day* will be eligible for mileage reimbursement for travel directly from their home to the worksite and back.

7.04.03. An employee who works more than five (5) consecutive twelve (12) hour shifts and has less than two (2) consecutive days of rest immediately following these five (5) consecutive shifts will receive overtime for any portion of such time worked. The continuity of such consecutive shifts shall be broken by the payment of overtime.

7.04.04. *Overtime Lunch Periods

An employee required to work beyond *their* normal shift on an emergency basis shall be eligible for a lunch period without loss of pay when the overtime is in excess of two (2) hours. In the event that overtime continues (for intervals of four [4] consecutive hours) further lunch periods shall be available in each such interval providing that the overtime is to continue. In the event that a lunch period is not available to the employee, *they* shall be paid one-half ($\frac{1}{2}$) hour at two (2) times *their* basic rate of pay for each lunch period missed. It is understood that

the lunch period in question may vary in actual duration according to circumstances and may be available on the job. Regardless of the actual time of the lunch periods, it shall be deemed to have been taken after the completion of each interval.

7.04.05. *In the event that an employee is requested to work on *their* day off and then subsequently informed that *they are* not required to work on such day, then the employee shall receive two (2) hours premium pay. Premium pay will not be paid if seven (7) days notice is given of cancellation.

7.04.06 All overtime will be distributed as evenly as possible among employees.

7.05. *Pay for Work on Off Days

An employee required to work an off day shall be paid at two (2) times *their* basic rate of pay for all hours worked. The provision for a minimum call-out time specified in Clause 7.04.02. and the rest period, as stipulated in Clause 7.01.07., shall be applicable in this section.

7.06. Pay for Work on Statutory Holidays

7.06.01. *An employee required to work on a recognized statutory holiday for which *they are* eligible shall receive two (2) times *their* regular rate of pay for each hour worked in addition to the provisions of Clause 9.01.

7.06.02. *An employee required to work on a recognized statutory holiday for which *they are* eligible which is also one of *their* off days shall receive two (2) times *their* basic rate of pay in addition to the provisions of Clause 9.01.

7.06.03. The provisions for the minimum call-out time specified in Clause 7.04.02. and the rest period, as stipulated in Clause 7.01.07., shall be applicable in this section.

7.06.04. *The premium rates of pay specified shall be paid only to those employees who work on the actual calendar day as established by legislation or as specified in Clause 9.01. An employee who commences *their* shift before and during the statutory holiday shall be paid the premium rate for only those actual hours which fall during the statutory holiday.

7.07. Shift Differential

Effective December 28, 2003, shift differential is included in the basic rate of pay outlined in Appendix I - Hourly Wage Schedule.

7.08. Sunday Premium

Effective December 28, 2003, Sunday premium is included in the basic rate of pay outlined in Appendix I - Hourly Wage Schedule.

7.09. Stacking of Premiums

In instances where more than one premium is provided for work performed, an employee shall only be paid one premium (where the premiums are equal) or the greatest of the premiums (where the premiums are not equal), unless specifically provided otherwise in other sections of this Agreement. Under no circumstances shall a premium be compounded by the application of another premium in determining the rate of pay to be paid to an employee.

7.10. *Reporting Pay

Any employee who reports to work and is immediately informed that *they are* not required to work *their* assigned shift shall receive two (2) hours pay at *their* basic rate of pay as reporting pay.

8. Remuneration

8.01. Wages

8.01.01. The rates of pay established in Appendix I shall apply during the term of this Agreement. Employees shall be paid bi-weekly.

8.01.02. Employees shall be paid in accordance with the Letter of Understanding respecting Balanced Pay.

8.01.03. Should the Company inadvertently overpay an employee, the Company shall make the necessary monetary adjustments and take such internal administrative action as is necessary to correct such errors.

8.02. Retroactive Pay

8.02.01. Employees within the jurisdiction of the Union as of the date of the signing of this Agreement shall be eligible for such retroactive settlement as is specifically set out in this Agreement. Where the effective dates of items of settlement are not specifically set out within this Agreement, they shall be deemed to be the date of the ratification of this Agreement.

8.02.02. *The Company agrees to retroactivity on all hourly wages for current *employees* and past members *who have since retired or been laid off*.

9. Fringe Benefits

9.01. Statutory Holidays

9.01.01. The following days shall be recognized as statutory holidays for the purpose of this Agreement, and all permanent, temporary, and probationary employees shall be entitled to the holidays specified, provided they meet the terms and conditions set out in this Agreement:

New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day (July 1), Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day (December 26), and any other holiday which the Company allows employees as a whole.

9.01.02. All employees shall receive pay for the recognized statutory holiday for which they are eligible, or other days with pay in lieu of such statutory holiday, or pay in lieu, provided they are available for work in accordance with their shift preceding, during and following the designated day for observance of the holiday, or on approved leave for a period of ten (10) working days or less duration.

9.01.02.01. It is provided that, when such leave is a result of an accident which is compensable under the Supplementation of Compensation provision in this Agreement, the affected employee shall only be eligible for benefits under this clause if the period of leave commences subsequent to the observed date of the statutory holiday.

9.01.02.02. If during a period of sick leave of ten (10) working days or less, a work day is coincident with a statutory holiday or lieu day, the employee shall code such day paid as a statutory holiday only.

9.01.02.03. *Where the Company designates a day in lieu of the actual statutory holiday for the majority of its employees, the employee may be allowed off on such day. In the event that this is not consistent with the operational requirements of the Company, the employee may be allowed a day off in lieu of the statutory holiday at a time mutually agreed between the employee and *their* supervisor. If such a day cannot be provided, the employee shall receive a day's pay in lieu of the statutory holiday.

9.01.03. A day's pay for a statutory holiday or day off with pay in lieu of a statutory holiday shall be equal to the monetary or time equivalent of an employee's normal shift hours of work.

9.02. Annual Vacation Leave Entitlement

9.02.01. *Annual Vacation Leave shall be advanced to permanent and probationary employees in full on the first (1st) of January each year and such employees shall be allowed to schedule this leave, subject to the terms of this Agreement. A new employee shall receive an annual vacation leave entitlement advance as of *their* date of hire in accordance with Clause 9.02.02.

9.02.02. A full-time permanent or probationary employee shall be entitled to annual vacation leave on the following basis:

- The Annual Vacation Leave for an employee's first year with the Company shall be a pro-rated amount based on the employee's start date, to the end of December of the calendar year in which the employee was hired as per the following formula:

$$\frac{120 \text{ Working Hours X Remaining Days in the Calendar Year}}{365 \text{ Calendar Days per Year}}$$

- An employee's First Vacation Anniversary shall be the January first (1st) that follows the employee's hire date. Thereafter, subsequent vacation anniversaries shall be on January first (1st) each year.
- One hundred and twenty (120) working hours on or after their first (1st) Vacation Anniversary.
- One hundred and sixty (160) working hours on or after their seventh (7th) Vacation Anniversary.
- Two hundred (200) working hours on or after their sixteenth (16th) Vacation Anniversary.
- Two hundred and forty (240) working hours on or after their twenty-second (22nd) Vacation Anniversary.

9.02.03. An employee may be allowed to take vacation leave to the maximum of their vacation leave entitlement. During the vacation year in which the employee is eligible for increased vacation entitlement and thereafter, they shall be credited with such increased entitlement on January first (1st) of that year.

9.02.04. *An employee may be allowed to take vacation leave to the maximum of *their* vacation leave entitlement. If mutually agreed upon by the employee and the Company, an employee may take their annual vacation in an unbroken period. These requests will not be unreasonably denied.

- 9.02.05. An employee who terminates during a calendar year shall be entitled to a pro-rata ratio of their Annual Vacation Leave compared to the number of calendar days in the year.

If, on the date of termination, the employee has used more than their pro-rata ratio of vacation leave for that point in time in the calendar year, the employee shall reimburse the Company for any used portion of the annual vacation leave in excess of the employee's pro-rata ratio of vacation leave entitlement.

If, on the date of termination, the employee has not used their pro-rata ratio of vacation leave for that point in time in the calendar year, the Company shall pay the employee for their unused pro-rata ratio of vacation leave entitlement.

The pay out of vacation credits shall be based on the employee's regular rate of pay for the progression level that the employee was most recently working at.

In the case of death, payment of unused vacation shall be made to the employee's estate.

- 9.02.06. A vacation choice schedule shall be posted by February 1st of each year. All employees are encouraged to indicate their choice of vacation period by February 28, employees who do not do so shall be permitted to select a first choice vacation period provided that such choice shall not alter the approved vacation of other employees. Between March 1 and March 31 the vacation time schedule for all eligible employees shall be completed and posted. Senior employees shall be given preference in the preparation of this schedule, but this preference shall only apply to one vacation period each year. All vacation requests, regardless of time of year, are subject to operational requirements.

- 9.02.07. Vacation pay for full-time permanent or probationary employees shall be at the regular rate of pay for the progression level that the employee is currently working at.

- 9.02.08. When a full-time temporary employee is appointed to the permanent staff, the employee's length of service for vacation leave entitlement purposes shall be established by adding together the total number of pay periods employed with the Company as a full-time or temporary employee and dividing by twenty-six point one (26.1). The result thus obtained shall constitute the years of service and these, added to subsequent continuous years of service, shall constitute the years of continuous service for vacation entitlement purposes as provided in this Agreement. However, the months employed as a temporary employee which occur prior to a break in employment of twelve (12) continuous months shall not be used

in ascertaining years of service for vacation leave purposes. In addition, the employee's Vacation Anniversary Date shall be adjusted consistent with Clause 9.02.02.

- 9.02.09. Subject to Company Policy, an employee may be permitted to carry over vacation to the next vacation year.
- 9.02.10. *If a recognized statutory holiday, for which an employee is eligible, occurs during a period of annual vacation of that employee, *they* shall receive an additional eight (8), ten (10) or twelve (12) hours off, or pay in lieu thereof for eight (8), ten (10) or twelve (12) hours (dependant on whether the employee is part of the eight (8) hour, ten (10) hour or twelve (12) hour shift schedule) as mutually agreed between the Company and the employee.
- 9.02.11. An employee who has been absent from work without pay for more than one (1) complete pay period shall have their annual vacation leave entitlement reduced on a pro-rata basis to reflect the absence in excess of one (1) complete pay period.
- 9.02.12. Permanent or probationary employees absent because of occupational disability in excess of one hundred and eighty (180) consecutive calendar days shall have their annual vacation leave entitlement reduced on a pro-rata basis to reflect the absence in excess of one hundred and eighty (180) consecutive days.
- 9.02.13. Permanent or probationary employees in receipt of Long Term Disability Benefits shall have their annual vacation leave entitlement reduced on a pro-rata basis to reflect the length of time they were in receipt of Long Term Disability Benefits until the employee returns to work for the Company in any form of remunerated employment.
- 9.02.14. If an employee produces medical evidence, satisfactory to the Company, proving that they were incapacitated to the extent which required them to be confined to residence or hospitalized, through non-occupational sickness and/or injury for a period of three (3) working days or more during their annual vacation, such whole period shall not be included in the employee's annual vacation entitlement, but shall be charged to the employee's Short Term Disability Plan, subject to the Agreement of the Company.

NOTE: Such evidence must indicate the nature of the incapacitation and also why and how such incapacitation would require confinement.

- 9.02.15. Insofar as the efficient operation of the Company shall permit, an employee shall have the right to choose their period of annual vacation according to their seniority standing and in accordance with the provisions contained in this Agreement.
- 9.02.16. *The Annual Vacation Leave for temporary employees shall be paid out bi-weekly based on *six (6) percent* of the employee's straight time pay.
- 9.02.17. Employees who worked twelve-hour shifts in the previous calendar year shall be eligible for an additional eight (8) hours of vacation credits for every fifteen (15) twelve-hour shifts worked, to a maximum of forty (40) hours of vacation credits. This extra vacation is to compensate for the time spent at work at shift exchange time. Employees will receive this additional vacation in the year following when it was earned. Employees must be actively employed on January 1st of the following year to be eligible for vacation credits.

9.03. Leave of Absence

- 9.03.01. *An employee engaged in other employment for gain without the express written consent of the Company while on leave of absence shall be deemed to have automatically terminated *their* service with the Company.

9.03.02. Leave of Absence for Union Business

Leave of absence for full-time union employment shall be granted under the following conditions:

- 9.03.02.01. *In the event that an employee becomes a full-time official of the Union, *they* shall be granted leave of absence for the purpose of carrying out the duties of *their* office and shall retain *their* seniority as if *they* had remained in continuous employment. *They* shall have the right, at any time upon giving thirty (30) days' notice, to return to *their* previous position or to such other position to which *they* may be promoted by reason of seniority and ability.
- 9.03.02.02. *Such an employee shall make regular contributions to the Charitable Assistance Fund, Pension Fund, and all employee benefits, participating in same as would an ordinary permanent employee of the Company. *Their* contributions to these benefits shall be based on *their* earnings during *their* full-time employment with the Union, who shall pay the Company's portion, making due allowance for changes in *their* marital status and number of dependants.

9.03.03. Leave With Pay

9.03.03.01. The Company shall grant leave of absence with pay to employees representing the Union in accordance with the following provisions:

9.03.03.01.01. *In the event that an employee is elected to the negotiating committee for the Union, *they* shall be granted leave at the regular rate of pay during such time as *they meet* with representatives of the Company for the purpose of collective bargaining. It is understood that no more than four (4) employees from the Union will be granted leave with pay for the purpose of collective bargaining on behalf of the Union and that the Company will be advised in writing of the names of the selected employees as soon as possible once the employee is elected or appointed. The Company's obligation to provide leave with pay for this shall be limited to fifteen (15) meetings. Additional meetings shall be provided as leave without pay.

9.03.03.01.02. *In the event that an accredited representative of the Union is required to meet with Company representatives to discuss a grievance or arbitration case, *they* shall be granted leave with pay. If the Company requires the attendance of the employee who is grieving, *they* shall be granted leave with pay.

9.03.03.01.03. Leave of absence with pay for other matters of mutual concern may be made in accordance with Company regulations.

9.03.03.01.04. *Leave of absence with pay shall be for those hours the employee normally would have worked had *they* not been required to meet with a representative of the Company except that if an employee is on a scheduled off day *they* shall receive compensation up to eight (8) hours pay.

9.03.04. Leave of Absence Without Pay

Leave of absence without pay may be granted to an employee at the discretion of the Company.

9.03.05. *Bereavement Leave

A permanent, probationary, *or extended temporary* employee shall be granted time off with pay, at the regular rate of pay, for *their current* position, for the purpose of making arrangements for, attending, *or participating in* a funeral or other end of life services, ceremonies or for bereavement. *The period of bereavement leave may be split into two portions, the second portion of which must be taken within one (1) year of the first day of leave taken.*

9.03.05.01. *When death occurs in the employee's immediate family - that is, current spouse, *common law spouse*, parents, brother, sister, *children or ward*-shall be excused for any *five (5)* regularly scheduled working days without loss of pay.

9.03.05.02. **Three (3) days leave with pay for persons related as follows: grandchild, guardian, parent of current spouse, grandparent, grandparent of current spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law or related dependents. The employee shall be excused for any three (3) regularly scheduled working days without loss of pay.*

9.03.05.03. *One-half ($\frac{1}{2}$) day's leave with pay for persons related more distantly than those listed *above or a close personal friend*. Upon demonstrating the need for additional time due to extenuating circumstances, this leave shall be extended up to one (1) day.

9.03.05.04. *The word "funeral" when used in respect of bereavement leave shall include the initial memorial service which is held in conjunction with a cremation. *This includes ceremonies or events honoring a deceased person.*

9.03.05.05. *The term "extenuating circumstances" may include travelling time, shift schedule conflicts, or such other reasons which may be applicable to the individual circumstances.

9.03.05.06. *A permanent employee on leave of absence, other than annual vacation leave, shall not be eligible for bereavement leave.

9.03.06. Compensation for Witness and Jury Duty

An employee who has been subpoenaed to appear in Court as a witness or juror on a working day, during the employee's regular hours of work, shall be allowed the required time off without loss of pay at the employee's regular rate of pay, provided that any witness fees or jury fees paid to the employee for this appearance are given to the Company.

9.03.07. Maternity and Parental Leave

9.03.07.01. Maternity and/or Parental Leave, relating to the birth or adoption of a child, shall be granted by the Company in accordance with Company Policy and consistent with existing Provincial and Federal Legislation.

9.03.07.02. Maternity leave is the unpaid voluntary leave relating to the birth of a child. Parental leave is the unpaid voluntary leave relating to the birth or adoption of a child.

9.03.07.03. *Whenever employees are absent for more than the approved period of maternity/parental leave, unless the absence is due to a maternity complication related to the valid, health-related portion of the pregnancy and is substantiated by medical evidence satisfactory to the Company, they shall automatically be deemed to have terminated their employment when said period expires.

Employees returning from maternity/parental leave within the approved period shall be given the same position at their current rate of pay, and shall provide as much notice as possible, but not less than four (4) weeks' notice to the Company of their return to work. If the same position is not available then a comparable position will be found.

9.03.07.04. Employees, who choose to carry benefits while on approved leave of absence in excess of ten (10) consecutive working days, are required to pay both the Company and the employee portions of applicable benefits. Employees must contact HR Services and arrange for pre-payment of benefits prior to the start of the leave.

9.03.08. *Participation in Benefit Plans While on Leave of Absence

Employees granted leave of absence without pay for a period of one (1) complete pay period or more shall, before their leave of absence commences, choose one of the following options:

- (1) make appropriate arrangements through the payroll section to pay both the Company and employee portions of the Group Life Insurance, Supplementary Health Care, and Dental Plans prior to commencing their leave of absence. Employees shall be responsible for the full costs of maintaining coverage in the Alberta Health Care Plan. Employees shall also pay the required Long Term Disability Plan contributions for the duration of the leave of absence and shall make appropriate arrangements to pay such required contributions prior to commencing the leave of absence. Such employees shall not be eligible to receive benefits from the Short Term Disability or the Long Term Disability Plan until the period of approved leave has expired;
- (2) make arrangements through the payroll section to sign a declaration which provides that the employee will not continue *their* membership in the Group Life Insurance, Supplementary Health Care, Dental Care and Long Term Disability Plans during the period of leave of absence.

Employees who sign such declaration shall not be eligible to receive benefits from such Plans until such time as they return to work following the period of leave of absence. Employees who become disabled during the period of leave of absence shall not be eligible to receive Short Term Disability or Long Term Disability Plan benefits, upon completion of the period of leave of absence, until such time as they return to work for at least ten (10) consecutive work days. In addition, employees selecting this option shall, for twelve (12) calendar months upon re-entry into the Dental Care Plan have benefits limited to one hundred (100) percent reimbursement for diagnostic, preventive, minor restorative and minor surgical services. Following the completion of the twelve (12) calendar month period, such members shall be eligible for full Dental Care benefits.

- 9.03.08.01. An employee who does not undertake one of the options provided for in Clause 9.03.08. shall, for all benefit plan purposes, be considered to have selected option number two and will be bound by the conditions therein.
- 9.03.08.02. It is specifically provided that employees who elect to continue benefit plan coverage during a period of leave of absence shall be obligated to continue coverage in all of those plans of which the employee was a member immediately prior to the commencement of the leave of absence.

9.03.08.03. The provisions of Clause 9.03.08. shall apply to an employee who has been granted maternity leave except when such employee is eligible for Supplemental Unemployment Benefits or Short Term Disability or Long Term Disability Benefits as provided for in accordance with Clause 9.03.07., Maternity and Parental Leave.

9.03.09. Leave for Medical and Dental Appointments

Subject to the Capital Power Benefits Plan, it is understood between the parties that permanent or probationary twelve (12) hour shift employees are compelled to schedule medical and dental appointments on their off day or during non-work hours and not take time away from their scheduled shift to attend such appointments.

Consistent with the Capital Power Benefits Plan and Company practice, a permanent or probationary twelve (12) hour shift employee that is compelled to arrange a medical or dental appointment during their shift, are compelled, wherever possible, to schedule such appointments at the start or end of their shift.

A permanent or probationary employee who is compelled to arrange a medical or dental appointment during working hours shall be allowed to meet such appointments on Company time and without loss of pay, provided that they are not absent from work for a period longer than three (3) hours. Such employee shall not be obliged to make up the time spent away from work to keep the appointment.

9.04. Health & Welfare Benefits & Pensions

9.04.01. Employees covered by this Collective Agreement shall be bound by the conditions specified in the Health and Welfare Benefit Plans contained and/or referenced in this Agreement, and shall be eligible for benefits in accordance with provisions of the Plans.

9.04.02. Pension benefits and terms and conditions relative thereto are as set forth in the Public Sector Pension Plans Act (1993), the schedules thereto, and Alberta Regulation #366/93 (Public Service Pension Plan – Local Authorities Pension Plan), Capital Power DC Plan, or any successor plan. All eligible employees shall participate in this plan and make required contributions by payroll deductions.

9.05. Banked Overtime

9.05.01. An employee, at his option, may credit a portion of his overtime pay and a portion of his pay for work on a statutory holiday, or credit all of such pay, to his overtime bank. In addition to the preceding, an employee may also bank the day off in lieu of a statutory holiday. The time equivalent of dollar amounts in his overtime bank shall be scheduled as time off, as mutually agreed to by the employee and the employer (subject to the provisions of the Balanced Pay Letter of Understanding).

9.05.02. Overtime banking shall be subject to the following conditions (subject to the provisions of the Balanced Pay Letter of Understanding):

9.05.02.01. **An employee at their option, may credit their overtime pay to their overtime bank. An employee may also credit to their overtime bank the dollar amount for a day off in lieu of a statutory holiday.*

9.05.02.02. **The time equivalent shall be calculated by dividing the dollar amount credited to an individual employee's overtime bank by the employee's regular rate of pay at the time the banked overtime is to be taken.*

9.05.02.03. An employee's banked overtime credit may normally be paid off in cash, instead of as time off, at the employees request.

9.05.02.04. **On the last pay date in January of each year, banked overtime hours in excess of ninety six (96) hours shall be paid out to the employee. However, if an employee's vacation balance is greater than 80 hours of their annual allotment, then all their banked time will be paid out on the last pay date in January.*

9.05.02.05. In the event that scheduled time off under the banked overtime provisions is cancelled, the employee shall receive twenty-four (24) hours notice of cancellation prior to the commencement of the scheduled time off or, in the event that the required notice is not given, the employee shall receive two (2) times the basic rate of pay for the first shift worked which would have been the banked overtime shift off. In the event the requested time off is a portion of a shift and such scheduled time off is cancelled with less than twenty-four (24) hours notice, overtime will be paid for the time worked which would have been the scheduled time off.

This clause shall be applicable only where time off under the banked overtime provisions has been arranged more than twenty-four (24) hours prior to the commencement of the shift which is scheduled as time off.

9.05.02.06. *The employer cannot cancel a portion of the original amount of requested time off if the requested time off is one (1) shift or less. Where the employee has requested more than one (1) shift of scheduled time off, the employer may cancel whole shifts but may not cancel a portion of a shift except where the time off cancelled equals the original amount of requested time off. Where the employer cannot cancel scheduled time off, call-out and overtime provisions will apply if an employee is required to work during *their* scheduled time off.

9.05.02.07. The company will develop and maintain guidelines for the usage of banked time. The union may provide input into the development and maintenance of these guidelines as needed.

9.06. Clothing

9.06.01. Work gloves shall be provided to employees by the Company at no cost to the employee. Replacement of gloves shall be made on evidence of fair wear and tear.

9.06.02. An annual safety footwear/apparel subsidy will be provided by the Company up to a maximum of five hundred dollars (\$500) in a calendar year.

9.06.02.01. The following is included in this subsidy:

- One hundred percent (100%) of the cost of safety footwear
- One hundred percent (100%) of the cost of liners and insoles
- One hundred percent (100%) of the cost of resoling or repairs

A maximum of two hundred and fifty dollars (\$250) towards the cost of:

- One hundred percent (100%) of the cost of non-melting undergarments.

The total of all such expenses shall not exceed five hundred dollars (\$500) in a calendar year.

9.06.02.02. Eligibility for the safety footwear/apparel subsidy is on the following basis:

- An employee must have completed thirty (30) days of continuous employment with the Company
- Operational requirements, fair wear and tear and just cause must justify all initial purchases, subsequent purchases and repairs
- All footwear must be C.S.A. approved
- All clothing is to be purchased from Company supplier
- An original receipt detailing the purchase or repair must be provided for reimbursement

9.06.03. The Company shall initially provide six (6) pairs of coveralls to all permanent employees. Replacement will be on fair wear and tear. In addition, the Company will provide all required personal protective equipment.

9.07. *Supplementation of Compensation Award

An employee who receives supplementation payments because of a compensable injury shall receive *their* bi-weekly salary according to the schedule *they* would have worked had *they* not been injured.

10. Employment

10.01. The normal probationary period for new employees engaged in permanently established positions shall be one hundred and eighty (180) days with the Company reserving the right, in certain instances, to extend this period to a maximum of one (1) year.

10.02. In the event that the normal probationary period is extended, the employee and the Union shall be advised of the Company's reasons.

10.03. New employees who, for any reason, do not meet the requirements of the position or for permanent status during the probationary period shall be terminated and such termination shall not be the subject of the arbitration provisions of the grievance procedure.

11. Wage Schedule

11.01. Progression

The Company will develop and maintain guidelines regarding the progression of employees to the positions on the in APPENDIX I – Hourly Wage Schedule of this Collective Agreement.

12. Layoffs and Rehires

12.01. Definitions

For the purposes of administering this Article the following definitions shall apply:

- 12.01.01. “Seniority” shall mean the date a permanent employee commenced unbroken employment in positions within the jurisdiction of the Union
- 12.01.02. “Layoff” shall mean circumstances where an employee is removed from duty because work is not available

12.02. Meeting with the Union

Prior to layoff notices being issued, the Union and the Company shall meet. The purpose of this meeting is to:

- Discuss the nature and timing of the layoffs
- Review the seniority list
- Discuss the reasons for the layoffs
- Explore options to minimize the impact on employees

Prior to recall notices being issued the Company shall meet with the Union to discuss the circumstances giving rise to the recall.

12.03. Reduction of Employees

- 12.03.01. If the Company determines that it is necessary to reduce permanent employees, the employees with the least seniority would be the first to be removed subject to the Company’s need to maintain required staffing complements.
- 12.03.02. The Company may reach out to more senior employees to offer severance as per Article 12.07.
- 12.03.03 **The Company may offer retirement incentives to Senior Employees, the incentive will be negotiated between the Union and the Company.*

12.04. Notice

Permanent employees shall receive a minimum of twenty-eight (28) calendar days' written notice of layoff. This notice period is included within the calculation for severance as outlined in Article 12.07.

12.05. Recall

If a vacancy arises that is required to be filled, laid off employees who have not accepted severance shall be recalled according to the reverse order of their seniority.

The employer will provide written notice of recall to the employee, advising of the position available.

In order to fill the position, the employee must meet the required qualifications, knowledge and skills for the position.

The employee shall retain the seniority and benefits enjoyed immediately prior to layoff provided that they are consistent with the prevailing Collective Agreement.

The employee's rights to recall expire when:

- The employee resigns; or
- The employee accepts severance from the Company; or
- The employee is recalled to a permanent position; or
- Upon the expiry of *twelve (12)* months following layoff, during which time the employee has not been recalled to a permanent position; or
- An employee does not return to a permanent position within seven (7) calendar days of receipt of written notice to do so

12.06. *Temporary Positions

An employee on lay off may work in a temporary position.

A laid off permanent employee who is working in a temporary position retains *their* rights to recall for a period of twelve (12) months from the date *they were* laid off from *their* permanent position. The twelve (12) time period is not extended as a result of working in a temporary position.

An employee can refuse a recall to a temporary position without affecting *their* rights to recall to a permanent position.

12.07 *Severance

A Permanent employee who is laid off will receive the following notice or pay in lieu of notice.

Severance Pay

Two (2) weeks [thirty-nine point six (39.6) hours per week] per year of continuous employment with the Company. Continuous employment is defined in Article 3.05. Premiums will not be included in the calculation for severance pay. Severance pay will be based on an employee’s base rate of pay as outlined in Appendix 1 – Hourly Wage Schedule.

For the purpose of calculating the notice or pay in lieu of notice, years of service will be identified as the number of full years plus any additional months of service will be reflected as a fraction out of twelve and then multiplied by two (2) weeks per year of service.

After twelve (12) months on layoff, an employee will be deemed to have quit, and if eligible, severance will be paid.

The amount of Severance Pay shall not be less than four (4) weeks' notice or pay in lieu of notice.

The amount of Severance Pay shall not exceed fifty-two (52) weeks' notice or pay in lieu of notice.

Outplacement counseling services as determined by the Company in consultation with the Union will be provided upon request.

Employees who accept severance will have their employment with the Company terminated. Severance pay provided shall be deemed to be inclusive of any and all legislative requirements for termination notice.

This article shall not apply to employees with less than one year of continuous employment, as these employees will be eligible for termination notice or pay in lieu of notice as per Employment Standards.

Clarification examples:

<i>Years of service</i>	<i>Severance</i>	<i>Severance after 28 days' notice</i>	<i>Severance after 26 weeks/6-month notice</i>
<i>Two (2)</i>	<i>4 weeks' pay</i>	<i>No Severance</i>	<i>No Severance</i>
<i>Ten (10)</i>	<i>20 weeks' pay</i>	<i>16 weeks' pay</i>	<i>No Severance</i>
<i>Thirty (30)</i>	<i>52 weeks' pay</i>	<i>48 week's pay</i>	<i>26 weeks' pay</i>

13. Posting and Filling Vacancies

13.01. Postings

If a vacancy is required to be filled, a notice shall be posted on the Company's Intranet site for a minimum period of *ten* (10) calendar days.

A copy of all postings shall be sent to the Union.

All employees are to submit their applications for posted vacancies to the Company as per approved Recruitment process.

13.02. Selection

In making appointments to vacant positions coming within the jurisdiction of the Union, the required knowledge and skills contained in the job posting shall be the primary considerations and, where two (2) or more applicants are qualified to fulfill the duties of the position, seniority shall be the determining factor.

13.03. Notification to Applicants

Upon the completion of the selection process, the Human Resource Section of the Company shall notify the Union of the proposed appointee and the names of all employees who were unsuccessful applicants.

The hiring supervisor will contact each of the unsuccessful internal applicants who were interviewed and offer to provide information as to the reasons they were unsuccessful including the qualifications, knowledge and skills that could be improved upon for future selection processes.

The Human Resource Section of the Company shall also notify each employee who was an unsuccessful applicant of the name of the successful applicant. Such employees shall have ten (10) calendar days from the date of notification to initiate a grievance, in accordance with Clause 14.02. Of the grievance procedure. The Company shall appoint the selected applicant, and that appointment shall be final, subject to satisfactory completion of the required probationary period, or the outcome of any grievance filed within ten (10) calendar days from the date the last employee received notification from the Company.

13.03.01. The Company may fill vacancies resulting from:

1. reversions from a trial period
2. terminations of employment during a probation period
3. employees vacating temporary positions

From among the original applicants to a posting without re-posting such vacancies. The ability to make a selection out of the original competition file in these circumstances will extend for a period of three (3) months from the employee start date. The Company will advise the Union prior to filling these vacancies.

The Company may fill vacancies that may arise in the same class code, under the same hiring manager, during recruitment on an existing posting within thirty (30) calendar days from the opening date of the original posting. The Company will notify the Union when they fill these additional vacancies.

13.04. Temporary Appointments

If a vacancy is required to be filled, it must be posted immediately. However, where the conditions of the service indicate that the position is required to be filled immediately, a temporary appointment, for a period of not more than ninety (90) calendar days, may be made.

13.05. Rotational Appointments

Permanent positions may be filled by rotational appointments. Opportunities for rotational appointments will be posted and appointments made pursuant to Clauses 13.02 and 13.03.

A rotational appointment may be available for a predetermined period of time. At the end of the rotation, and prior to the position being vacated, it would again be posted and another employee selected for the next rotational appointment. In extenuating circumstances an extension may be granted if mutually agreed upon between the company and the union.

13.06. External Appointments

If qualified applicants have not come forward as a result of a posting, the vacant position may be filled by appointment.

13.07. Exclusions From the Posting Process

Vacancies to be filled by Power Engineering Technology Students shall not be subject to the posting procedure.

13.08. *Reversion From an Out-of-Scope Position

When an employee is promoted to a permanent position within the Company, which is outside the scope of this Agreement, and such employee reverts or is reverted to *their* former position within the scope of this Agreement, then no posting shall be required to complete such reversion, provided the employee has not been outside the scope of this Agreement for a period in excess of thirty (30).

14. Seniority

14.01. *Subject to Article 12, a permanent employee's length of unbroken service in positions coming within the jurisdiction of the Union shall determine *their* seniority standing for the purpose of choice of vacation period.

14.02. Seniority standing for promotions shall be based upon a permanent employee's length of unbroken service (including temporary service which leads directly to permanent status) in positions coming within the jurisdiction of the Union.

14.03. Temporary employees shall not have seniority standing.

14.04. A temporary transfer of an employee for a period of less than twelve (12) months, even if such transfer is outside the jurisdiction of the Union, shall not affect the normal seniority standing of the employee.

14.05. Separate lists showing the seniority of employees for the purposes of promotion and vacation scheduling shall be furnished annually by the Company to the Union.

14.06. When a permanent employee is promoted to a permanent position within the Company, which is outside of the scope of this Agreement, and such employee reverts or is reverted to a position within the scope of this Agreement within a thirty (30) day period, then such employee's seniority standing within this Agreement shall be deemed to be uninterrupted and shall include the time period during which the employee assumed the duties of such position outside the scope of this Agreement.

14.07. *The seniority standing of an employee who takes an approved leave of absence without pay shall be deemed uninterrupted for a period of up to twelve (12) consecutive months provided that such employee has prepaid *their* union dues in accordance with Clause 6.03.02.

15. Dispute Resolution / Grievance Process

15.01. Grievances arising from the operation, interpretation, application or alleged violation of this Agreement may be initiated by an employee or an accredited representative of the Union. Grievances may be policy, selection or individual by nature and shall be initiated in accordance with the following consultative procedure.

NOTE: For the purposes of this Article, "working days" shall be consecutive days exclusive of Saturdays, Sundays or statutory holidays recognized by the Company.

Problem-Solving

Employees, the Union or Company representatives are encouraged to resolve any dispute through face-to-face discussions with the people who:

- a) are closest to the source of the dispute,
- b) possess the knowledge and ability to solve the dispute, and
- c) are directly affected by the outcome of problem-solving discussions.

15.02. Stage One - Consultation -

15.02.01. An employee(s), the Union or the Company may initiate Consultation if a dispute has not been resolved by Problem-Solving, if any of the parties believe that Problem-Solving will not solve the dispute, or Problem-Solving is not the appropriate method to solve the dispute. Consultation shall begin within ten (10) working days of an incident, issue or selection notification coming to the attention of the following parties: - the employee(s), the Union or a Company representative(s). One of these parties shall provide written notice of their intention to enter into the consultation phase of this grievance procedure to resolve the issue, incident or the concern regarding a selection. This written notice shall be directed to the Manager responsible for Operations first. Only if necessary, will the written notice go to the Plant Manager.

15.02.02. The parties shall meet and review the incident, issue or selection and determine the frequency and nature of future meetings plus the other parties or resources required at these future meetings.

15.02.03. The parties shall also determine what action or problem solving process shall be required to address the identified incident, issue or selection.

15.02.04. The parties may remain in this consultation phase as long as the parties are mutually satisfied with the progress being made in this consultation phase. No formal time limits shall apply to this consultation phase of the grievance procedure.

15.02.05. If one or more of the parties is not satisfied with the progress being made in the consultation phase they may trigger Stage Two - The Formal Grievance. The written grievance shall specify the details of the dispute, including the issues, the interests of the grieving party, the Clause or Clauses of the Collective Agreement that are alleged to have been violated, and the desired resolution. Such formal grievance shall be submitted to the Vice-President, Human Resources – Capital Power

within ten (10) working days of the dissolution of the consultation phase, indicating that the consultation phase has ended without a mutually agreed to resolution.

15.03. Stage Two - The Formal Grievance -

15.03.01. Within ten (10) working days from the date that notification pursuant to Clause 15.02.05. is received, the Vice-President, Human Resources shall ensure that a grievance hearing is scheduled and that the employee(s) and the Union are notified of the hearing date. The Vice-President, Human Resources shall have the right to hold additional hearings as necessary and may require the submission of written or other information that may be relevant to the grievance. A decision on the grievance and a justification of the decision shall be rendered to the Union within ten (10) working days from the date of the hearing.

15.03.02. If the decision of the Vice-President, Human Resources does not resolve the grievance, the Union may – within thirty (30) working days from the date of receiving such decision, refer the grievance to the Union membership, provided that the grievance has been properly processed in accordance with the procedure outlined above. The membership will review the grievance and render a decision regarding carrying the grievance to the next step – arbitration.

15.03.03 Within the timelines outlined in 15.03.01, the Vice-President, Human Resources may delegate their responsibilities to another Vice-President, Director, or Executive of Capital Power to hear the Union's grievance and serve in their stead.

15.03.04. The decision of the Company shall be final and binding upon the parties of this Agreement unless the Union carries the grievance to the next succeeding step of the grievance procedure within the time limits specified.

15.04. Stage Three - Arbitration -

15.04.01. If the Union chooses to refer the grievance to arbitration, the Union shall notify the Company, in writing, of its: appointee to the arbitration board and/or its willingness to choose a single arbitrator, as well as the nature of the grievance, the clause or clauses of this Agreement upon which the grievance is based and the remedy requested.

15.04.02. Within ten (10) working days after receipt of notification as provided in Clause 15.04.01., the Company, upon receiving notice, shall advise the Union of its appointee to the arbitration board or, where a single arbitrator is suggested, indicate whether it will accept a single

arbitrator and, if so, both the parties will endeavour to mutually agree upon a person to act in such capacity.

If during the above specified time period the parties are unable to agree upon a person to act as a single arbitrator or one party disagrees to utilize a single arbitrator, an arbitration board shall be established and, within ten (10) working days, each party will advise the other party of its appointee to the arbitration board.

- 15.04.03. If the Company fails to appoint its member within the time limit under Clause 15.04.02., the appointment shall be made by the Provincial Minister (responsible for Labour issues) upon the request of the Union.
- 15.04.04. Where each party has established an appointee to a board of arbitration, the appointees so selected shall, within ten (10) working days of the appointment of the second of them, appoint a third person who shall be the chairman. If the two (2) appointees are unable to agree upon the choice of a chair within the time limit specified, they shall request the Provincial Minister (responsible for Labour issues) to appoint a chair.
- 15.04.05. If the single arbitrator, either member of the arbitration board, or the chairman thereof, refuses to act or becomes incapable of acting, a new single arbitrator, new board member or chairman shall be appointed in accordance with the above procedure within ten (10) working days of receipt of notice of inability or unwillingness to act. If either party fails to appoint an alternate member or if the members fail to agree upon a chairman, the appointment shall be made by the Provincial Minister (responsible for Labour issues) upon the request of either party.
- 15.04.06. Each party appointing a member shall bear the expense of its respective member and shall bear one-half ($\frac{1}{2}$) of the expenses of the chairman of the arbitration board, or single arbitrator, whichever is applicable.
- 15.04.07. No person shall be appointed as a member or chairman of an arbitration board if the person is directly affected by the difference, or if the person has been involved in an attempt to negotiate or settle the difference.
- 15.04.08. The arbitration board or single arbitrator shall hear and determine the grievance and shall issue an award in writing. In the case of an arbitration board, the decision of the majority is the award of the arbitration board, but if there is no majority, the decision of the chairman shall be the award of the arbitration board. The decision of

the arbitration board or the single arbitrator is final and binding upon the parties and any person affected by it and such parties or persons affected shall do or abstain from doing anything as required by the arbitration board.

15.04.09. The arbitration board or single arbitrator may quash, confirm or vary any action taken respecting suspension, discipline or discharge.

15.04.10. The grievance arbitration board or single arbitrator, by its decision, shall not alter, amend or change the terms of the Collective Agreement. The grievance arbitration board shall issue its award no later than sixty (60) calendar days from the conclusion of the hearing. Where both parties agree, the aforementioned time limits may be extended.

15.05. No grievance shall be considered in any step unless it has been properly carried through all previous steps or stages of the grievance procedure required by this Agreement except that, if the Company does not abide by the time limits specified which apply to it, the Union may carry the grievance to the next step as if it had received an unsatisfactory decision on the last day specified for the Company's decision, and the time limits specified for that next step shall apply.

15.06. Where both parties agree, the time limits contained herein may be extended or steps or stages within the grievance procedure may be bypassed.

16. Qualifications

16.01. Power Engineer OP-E shall be qualified as provided by the Engineer's Regulations under The Safety Codes Act of the Province of Alberta.

17. Separations

17.01. An employee of the Company who resigns shall give written notice to their immediate management supervisor at least two (2) weeks prior to the effective date of such resignation.

18. New Classes

18.01. In the event that the Company creates a new class falling within the jurisdiction of the Union for which the rate of wages or working conditions are not stipulated in this Agreement, either under specific or general clauses, the rate of wages and working conditions of positions in this class shall be negotiated by the Company with the Union before advertising any position in this class in accordance with the posting procedures set forth in this Agreement.

- 18.02. If a satisfactory conclusion to negotiations has not been reached within seven (7) calendar days of the date of the notice by the Company to the Union of the creation of the said class, the posting of the vacancy shall be made according to the rates of wages and working conditions set out by the Company but, notwithstanding such posting, the rates of wages for and the working conditions of positions in the new class shall still be a matter of negotiation between the Company and the Union, and the notice of posting shall contain the following statement:

"The final settlement for rates of wages and working conditions is being negotiated. Any increase to the rates of wages shall be retroactive to the date of the appointment."

19. Conformity to Federal and Provincial Legislation

- 19.01. In the event that any part of this Collective Agreement is affected by new, current or revised legislation passed by either the Federal or Provincial Government, the Company and the Union recognize that this Collective Agreement remains in full force and effect and agree to conform to any modifications required by such legislation.

20. Review of Employee Status

- 20.01. *A temporary employee who has spent twenty-four (24) continuous and complete months at work, in a position coming within the scope of this Agreement, shall automatically become a permanent employee. It is provided that absences due to the employee being granted leave without pay of ten (10) working days or less in a calendar year shall not break the continuity of *their* employment.

21. Edmonton Civic Employees Charitable Assistance Fund

- 21.01. A payroll deduction in an amount not to exceed one-half (1/2) of one (1) percent shall be made from the wages of all employees covered by this Agreement. Such deductions shall be on a bi-weekly basis and shall be forwarded to the Secretary Treasurer of the Fund at the end of each pay period together with a list of employees from whom deductions have been made. The Union shall notify the Company thirty (30) calendar days prior to the implementation of any change to the amount of the payroll deduction.

22. Reporting for Duty

- 22.01. *Intermittent Assignment

An employee may be intermittently assigned to report to a site other than *their* designated home site.

The employee shall be provided with notice of assignment to a different work site by the end of the preceding shift.

22.02. *Sites Farther Than 30 Km

Where the employee is assigned to another site that is more than thirty (30) km from *their* designated home site the following provisions shall apply:

- Intermittent assignments shall be for a period not exceeding ninety (90) days.
- The employee shall be provided with forty-eight (48) hours notice of assignment to a different work site (not including Capital Power Head Office – Edmonton).

22.02.01. *Mileage for the First Report of the Day

An employee that is required to use *their* personal vehicle to report to an alternate location will be eligible for mileage reimbursement for any additional kilometers they incurred as a result of reporting to an alternate location.

22.02.02. *Travel Time for the First Report of the Day

Where an employee is required under Article 22 to travel outside their normal hours of work and beyond their normal travel time, they shall receive their regular rate of pay for actual incremental travel time to a maximum of one (1) hour each way.

An employee who is not provided with forty-eight (48) hours advance notice of assignment shall receive two (2) times *their* regular rate of pay for actual incremental travel time to a maximum of one (1) hour each way until such time as the forty-eight (48) hour notice period has elapsed.

22.03. ***Out of Town Expenses*

All out of town business travel and expense claims made by employees will be submitted, processed and authorized consistent with the existing Capital Power Purchasing Policy and / or all other applicable Capital Power financial policies.

***Appendix I - Hourly Wage Schedule
UNIFOR LOCAL 829**

		2021 Effective December 20, 2020	2022 Effective December 19, 2021
Class Code	Job Title	Job Rate%	Job Rate
	Annual Increase	2.25%	2.00%
OP-E	G 1/2 or 3 Shift Engineer/ Foreman	69.98	71.38
OP-D	G1/2 or G3 Control Room Operator	62.21	63.45
OP-C	G1/2 or G3 Floor Operator	55.15	56.25
OP-B	Entry/New Grad	49.02	49.02
OP-A	Student	35.18	35.18

(All permanent UNIFOR 829 members in OP-B will be moved up to OP-C effective December 20, 2020. Currently known members/employees are employee #s: 102563, 105192, and 106478)

Notes to the Appendix:

Premiums

Grandfathered Employees:

UNIFOR 829 members who qualify for ticket premiums effective December 20, 2020 are eligible for the below certification pay:

- a) Upon obtaining their Third Class Certificate, employees will receive a premium of \$450 per month.
- b) Upon obtaining their Second Class Certificate, employees will receive a premium of \$800 per month.
- c) Upon obtaining their First Class Certificate, employees will receive a premium of \$900 per month.

New Members:

New hires and UNIFOR 829 members who do not qualify for ticket premiums on December 20, 2020, are eligible for the below certification pay:

- a) *There is no ticket premium for employees with a Third Class Certificate.*

Collective Agreement between Unifor Local 829 and Capital Power

- b) *Upon obtaining their Second Class Certificate, employees will receive a premium of \$500 per month.*
- c) *Upon obtaining their First Class Certificate, employees will receive a premium of \$700 per month.*

All Employees:

- d) *The premiums outlined in a) and b) and c) cannot be stacked. Only one premium will apply. These premiums are not pensionable.*
- e) *Monthly Certification Pay is paid out bi-weekly as per the company's payroll schedule.*

Multi-Unit Pay

Multi Unit Pay – Power Engineers at levels B, C, D & E who are trained and qualified for Units 1, 2 & 3, shall receive a 5% premium. This pay is pensionable and accrues Overtime.

**Letters of Understanding
UNIFOR Local 829**

The Following Letters of Understanding Appended to the Collective Agreement Expiring *December 17, 2022*, are Individual Letters but are Grouped Together for Signing Purposes Only.

- Letter # 1 Special Projects
- Letter # 2 Job Responsibilities
- Letter # 3 Balanced Pay*
- Letter # 4 Second Class Preconditions of Employment
- Letter # 5 Leave for Personal and Family Related Responsibilities
- Letter # 6 Casual Employees
- Letter # 7 Labour / Management Meetings
- Letter # 8 Company Site Premium Program - Genesee Site Premium
- Letter # 9 Employees Temporarily Working in Other Jurisdictions
- Letter # 10 Work Experience Programs

Letters of Understanding
between
Capital Power
(hereinafter referred to as the "Employer")

Of the First Part

- and -

UNIFOR Local 829
(hereinafter referred to as the "Union")

Of the Second Part

Letter #1 Special Projects

1. A Special Project is an assignment that *may* result in a change to the employee's responsibilities and normal work schedule.
2. Special Projects are temporary positions established for a pre-determined period of time that is longer than ninety (90) calendar days.
3. The parties agree that there is value in ensuring that employees participate in Special Projects. The purpose of involving different employees in Special Projects is to:
 - Ensure efficient operation of the plant;
 - Use employees skill sets effectively;
 - Develop employees; and
 - Ensure equitable distribution of Special projects.

Individuals will be selected for projects in accordance with these principles.

4. Employees will be notified of Special Projects through postings.
 - The posting will specify the job duties and responsibilities for the Special Project
 - The qualifications will be consistent with the job duties and responsibilities for the Special Project.
5. When applying for a Special Project the employee must include a listing of the Special Projects completed in the past five (5) years. Consideration will be given to employees that have not had the opportunity to participate in Special Projects.
6. Subject to the application of the principles outlined in Section 3, above, the selection for Special Projects will be made based upon the following factors:
 - Ability to complete the project
 - Qualifications
 - Interest in the project
 - Seniority
 - Skill development

Letter #2 Job Responsibilities

In order to promote the efficiency of the generating plants, it is agreed that the Company may assign new duties. Such duties may consist of minor maintenance, administrative, technical duties, or such other duties as are deemed appropriate for Power Engineers.

Letter #3 Balanced Pay*

The parties agree to establish and implement balanced pay for all Power Engineers. The balanced pay system will ensure that there are no discrepancies in normal pay for different pay periods although the hours of work may vary.

1. Hours will be balanced based on a three hundred and ninety-six (396) hours over a ten (10) week period. For the calculation of hours the week starts on Sunday 00:00 and ends on Saturday 24:00. Employees will be paid based on seventy-nine point two (79.2) hours on a biweekly basis.

In the event of an employee being moved to a different crew, the hours are to be balanced in a ten (10) week period.

2. All premium pay will be paid on the pay day for the pay period in which it was worked.
3. Any deductions, premium pay or exception pay will also be calculated and applied in the applicable pay period. Employees will be paid seventy-nine point two (79.2) hours biweekly with the exception time applied appropriately as entered.
4. To avoid being short hours in a pay period in which there is a Statutory Holiday, an employee who works on a Statutory Holiday may not bank the regular time for that shift. Employees may continue to bank the premium portion of the Stat pay, should they choose to do so, to a maximum of ninety-six (96) hours in the bank.
5. In the event that an employee is short a number of hours in balancing to three hundred and ninety-six (396) hours in a ten-week (10-week) period, the employee may work the hours *they are* short at a time mutually agreed between the Union and the Company, or makeup the hours from *their* vacation credits or banked time balance.
6. In the event that an employee has worked additional hours (over three hundred and ninety-six [396]) in the ten-week (10-week) period, the hours will be balanced as per item 2 or overtime will be paid.
7. When an employee ceases to work for the Company, the Company shall compare the hours that the employee has worked in a ten (10) week period with the wages they have received. The Company shall either pay the employee the hours worked for which they have not been paid, or shall deduct from monies owing to them for hours not worked for which they were paid, as the case will be reviewed individually.

8. Coal Plant Operators who are assigned to Power Engineer positions for less than a ninety (90) day period will not be placed on the balanced pay system although each case will be reviewed individually.

Letter #4 Second Class Preconditions of Employment

The Company requires that Genesee Control Room operators possess a Second Class Steam ticket. Therefore, the parties agree that permanent employees hired (effective Date of Ratification) will be required to obtain their Second Class Ticket. Where the employee will be required to obtain their Second Class Ticket the following provisions shall apply:

1. Employees will be expected to write papers and consistently make progress to achieve a Second Class ticket.
2. Employees will be required to attempt a minimum of two (2) papers per year.
3. The maximum time to complete a Second Class ticket is seven (7) years.
4. A training plan will be developed with the Chief Power Engineer within the first six months of employment. This training plan shall be reviewed on a regular basis to ensure it continues to meet the needs of the employee and shall consist at a minimum:
 - Timelines for completion of all remaining papers
 - Regularly scheduled follow-up meetings for the Chief Power Engineer and employee to review the training plan

Failure to show progress towards a Second Class ticket may result in discipline up to and including termination. Management will consider all mitigating factors regarding progress when determining if discipline is required.

All permanent employees hired prior to the Date of Ratification will be exempt from the Second Class ticket requirement.

Letter #5 Leave for Personal and Family Related Responsibilities

1. All permanent full-time employees are eligible for up to twenty-four (24) hours of leave with pay for personal and family related responsibilities in each benefit year.
2. Permanent part-time employees will receive a pro-rated number of hours as per Company policy.
3. These hours may not be carried over into the next benefit year.
4. These hours may be used for the following purposes:
 - a) The care of a sick child, parent or other immediate defined family member for which the employee is responsible.

- b) Attendance at medical or dental appointments for the employee's spouse, their child or their parent.
 - c) Attendance at medical or dental appointments for the employee in the event the required absence is longer than three (3) hours.
 - d) Childcare due to reasons that could not have reasonably been anticipated or where normal arrangements are not available.
 - e) A personal need that requires the employee's immediate attention and that is approved by Capital Power.
5. An employee wishing to utilize these hours must notify their supervisor prior to the date, where possible. In the case of an emergency, notice should be provided as soon as possible.
6. An employee using leave for family related responsibilities must provide a written explanation to their supervisor either prior to the leave or upon return to work.

Letter #6 Casual Employees

- 1. It is mutually agreed by the parties, that the Company may hire and retain Casual Employees. Casual employees are employees that previously held permanent positions with the Company, that work either part-time or full-time hours as required by the Company.
- 2. Casual employees will be compensated at the wage rate commensurate with the job title they have been assigned for each job.
- 3. It is agreed that Casual employees shall not displace existing permanent or temporary employees, reduce permanent positions, or threaten job security of employees falling within the Scope of this Agreement.
- 4. It is agreed that any opportunities that fall under the scope of this agreement shall be first offered to qualified permanent employees prior to being filled by a casual employee.
- 5. It is agreed that casual employees will not be used to cover vacancies of less than one week, unless all other avenues have been exhausted.
- 6. Casual employees who work their scheduled shift before and after a statutory holiday shall be eligible for stat pay in accordance with Article 9.01.02.

Letter #7 Labour / Management Meetings

The parties agree to schedule Joint Labour/Management meetings quarterly on mutual agreed-upon dates to facilitate open and frequent communication and provide a forum for discussion and joint problem solving.

Letter #8 Company Site Premium Program – Genesee Generation Facility

Unifor 829 members will participate in the Genesee Site Premium as outlined in the Genesee Site Premium Policy.

Letter #9 Employees Temporarily Working in Other Jurisdictions

General Intent:

The intent regarding Genesee Power Generating employees working in other jurisdictions is to provide:

- increased skills and experience for existing Genesee employees;
 - career development for existing Genesee employees;
 - short term up to twelve (12) months coverage for relief where needed to meet operational requirements at Genesee.
1. When the Company requires cross jurisdictional work to occur for a duration greater than ninety [90] calendar days but less than one [1] year, the Company will offer this cross jurisdictional temporary work assignment to the successful applicant. The employee will receive a temporary cross jurisdictional assignment letter which will outline terms and conditions for the cross jurisdictional assignment consistent with the rates of pay, terms and conditions and union dues specified in the current Collective Agreement for the Company jurisdiction that the employee is transferring to. The letter will also outline the requirement for the employee to pay UNIFOR Local 829 Union dues to retain their UNIFOR seniority when they return to their home position from this temporary cross jurisdictional assignment. For temporary assignments, UNIFOR 829 will continue to represent these UNIFOR employees consistent with the Collective Agreement.
 2. For less than ninety (90) day temporary assignments employee will pay union dues to UNIFOR but will not receive a formal letter as described in #1 above.
 3. The Company will notify the unions in writing when any short term cross jurisdictional work (described in #1 and #2 above) is planned or required. Where ever possible, this written notification will be done in advance of the cross jurisdictional work being performed.
 4. Consistent with Article 14.04, UNIFOR Local 829 employees who perform full time work in another Company jurisdiction on a longer term basis (greater than ninety [90] calendar days but less than one year) as outlined in # 1 shall continue to accrue their seniority standing within UNIFOR Local 829 for when they return to their UNIFOR Local 829 position.
 5. It is understood, that should an exceptional cross jurisdictional work requirement arise, that could impact a UNIFOR Local 829 employee or the Union, the Company and the Union agree to meet in advance of the work requirement to discuss and determine next steps.

Letter #10 Work Experience Programs

1. It is mutually agreed by the parties, that the Company may participate in Work Experience/Education Programs. The Company shall consult with the Union accordingly prior to participating in such programs.
2. Any wages or compensation and working conditions for the individuals participating in such work experience programs shall be determined by the Company, in consultation with the Union, the applicable educational institution and the affected individual (or guardian), as the case may be. As much as possible, the Company shall endeavour to develop terms and conditions of employment that are consistent with the existing provisions in this Collective Agreement.
3. The Company shall advise the Union of those individuals participating in such Work Experience programs. Wherever possible, this communication will be prior to the individual's actual commencement in such programs.
4. Additionally, it is agreed that the Company's participation in these Work Experience programs shall not displace existing permanent or temporary employees or threaten job security of employees falling within the Scope of this Agreement.
5. Management responsibility: Chief Power Engineer will be responsible for overall supervision and assignment of these individuals while on site.