

General Wage Increase

Appendix 1 – Hourly Rates – shall be subject to general wage increases as follows:

2015	Effective December 14, 2014:	2.50%
2016	Effective December 27, 2015:	2.00% plus a one-time payment of \$1500 to all CSU 52 employees (for part-time employees this amount will be pro-rated based on hours)
2017	Effective December 25, 2016:	2.00%
2018	Effective December 24, 2017:	2.50%

Appendix 1A – Temporary Employment Programs – shall be subject to general wage increases as follows:

2015	0%
2016	Effective December 27, 2015 - 1%
2017	0%
2018	Effective December 24, 2017 1%

Amend Definition 3.02 – Average Daily Hours of Work

“Average daily hours of work” shall mean the scheduled hours of work assigned to an employee, exclusive of overtime, in a bi-weekly pay period divided by ~~ten (10)~~ **by the number of days an employee is normally scheduled in a pay period.** **For employees that are assigned to ten (10) hour days, average daily hours of work for the purposes of calculating vacation entitlement will be eight (8) hours.** ~~The scheduled hours of work shall be calculated over the employee’s complete shift cycle. Where an employee is not subject to a shift cycle, the average daily hours of work shall be determined by dividing the total hours worked by the employee in the preceding four (4) pay periods by four (4) and further dividing this quotient by ten (10).~~

Delete Definition 3.06 – Imminent Danger

~~“Imminent danger” shall mean a danger which is not normal for that occupation or a danger under which a person engaged in that occupation would not normally carry out their work.~~

Delete Article 22, Renumber as Article 4, and Amend:

~~The Union and the Company are committed to the health and safety of employees in accordance with the Occupational Health and Safety Act and the Company's Occupational Health and Safety Commitment. The parties agree to cooperate in the development, maintenance and promotion of a health and safety program to provide a healthy/safe and accident free work environment.~~

~~22.01 Employees shall report any unsafe conditions to their supervisor. If the unsafe condition is not corrected, then the employee should bring the unsafe condition to the attention of a safety representative. If the unsafe condition is still not corrected then the employee should bring it to the attention of the Union.~~

~~22.02 No employee shall operate any tool, appliance or equipment that will cause to exist an imminent danger or carry out any work where there exists or will cause to exist an imminent danger to the health and safety of that employee or any other employee present at the work site~~

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

4.02 The Company and employees are responsible for following the Alberta Occupational Health and Safety Act, Regulations, Codes and all Capital Power safety policies.

4.03 Where there is a work related requirement, the Company will provide all necessary protective clothing and safety equipment for employees at all Capital Power facilities.

Amend Article 4.01 - Managerial Rights

4.01 Managerial Rights

The Union recognizes that it is the function of the Company to exercise the regular and customary function of management and to direct the working forces of the Company **in a fair and reasonable manner**, subject to the terms of this agreement.

Amend Article 4.02 (c)

An employee has a right to examine their Personnel file upon request, ~~provided that a duly authorized management representative is present.~~ The employee may reply in writing to any document contained in the file which reflects upon their work performance with the Company and such reply shall become part of their permanent record.

Delete Article 4.02 (f)

~~Where a supervisor documents an oral reprimand which was given to an employee, the employee shall be made aware of such documentation.~~

Amend Article 6.01 (a)

The standard hours of work for employees under this agreement shall be ~~seven and a half (7 ½) hours~~ **or eight (8) hours** per day, **thirty-seven and one half (37.5) hours or forty (40) hours per week**, between 08:00 and 16:30 hours, including a **daily** lunch period, of one (1) hour, ~~five (5) days per week~~, Monday through Friday.

Amend Article 6.01 (b)

Hours of work other than those outlined in Clause 6.01(a) may be established where requirements of service or mutual agreement occur. ~~The hours of work shall not exceed eight (8) hours per day or forty (40) hours per week, exclusive of lunch periods.~~ Off days shall be consecutive, wherever practicable. Flexible hours of work may be established under ~~Letter~~ **Article 18**.

Delete Article 6.01 (c)

~~All existing hours of work shall remain in effect unless terminated by the Company, however, the Union and the Company may review the necessity of these hours of work jointly. Vacant positions having hours of work established at eight (8) hours per day or forty (40) hours per week, exclusive of lunch periods, shall be reviewed by the Company prior to posting. In the event that there is no requirement to continue said hours of work, these positions will be posted having hours of work which shall consist of seven and a half (7 ½) hours per day. Those positions which continue to have hours of work established at eight (8) hours per day or forty (40) hours per week, exclusive of lunch periods, shall have the hourly rate for eight (8) hour positions included on the posting for said position.~~

Delete Article 6.01 (d)

~~Employees who are engaged in work required to be done each and every day of the week and who work in relays with regular changes of hours of work from day to evening, evening to night, night to day, or as the case may be, shall work the assigned daily hours not to exceed eight (8) hours, including time for lunch each day, for five (5) days per week, except that on changing hours of work an employee might be required to work six (6) days in that week in which the change of hours of work takes place. In this event, they shall be allowed a day off during the regular hours of work rotation to compensate for the off day missed due to the change.~~

Delete Article 6.01 (e)

~~Hours of work may be established under Clauses 6.01(b) and 6.01(d) between 07:00 and 01:00 hours; and 23:00 and 09:00 hours. Where an employee's regular hours of work commence after 10:00 hours, but before 15:00 hours, the Company shall notify the Union in writing.~~

Delete Article 6.01 (f)

~~Those hours of work established between 15:00 and 01:00 hours and between 23:00 and 09:00 hours shall consist of a maximum of eight (8) hours' duration, including time for lunch.~~

Amend Article 6.01 (i)

Should the Company determine it is necessary to implement shifts to meet operational requirements, the Company will advise affected employees and the Union prior to implementation of these shifts. ~~The Company shall provide the Union with the reasons necessitating the implementation of shifts and shall meet with the Union prior to implementation. Should the Company and the Union not agree to the shift proposal, the Company may implement the shift and the Union shall have the right to grieve the necessity of implementing the shift.~~

Amend Article 6.02 (a)

Where an employee is required to work in excess of the scheduled hours of work assigned their position, they shall be paid at two (2) times their regular hourly rate of pay for each hour **fifteen (15) minute interval, or part thereof, so worked that they work.**

~~Where an employee is required to respond to inquiries while away from the workplace, outside their regularly scheduled hours of work, they shall be paid at two (2) times their regular hourly rate of pay for each fifteen (15) minute interval, or part thereof, that they work.~~

Amend Article 6.02 (d)

~~When the Company requires overtime work, it shall first endeavour to ascertain if its requirements can be met from those employees willing to work overtime and only in the event of insufficient qualified employees being available will the Company be able to direct employees to work overtime. All scheduled overtime shall be distributed as evenly as possible among **amongst qualified** employees in their respective jobs. The Company shall advise employees of an overtime requirement within a reasonable period of time of the overtime need arising.~~

Amend Article 6.03 (b)

~~For the 2013 calendar year, in the second pay period in March, banked overtime hours in excess of eighty (80) hours shall be paid out to the employee and in the first pay date in December, banked overtime hours in excess of forty (40) hours shall also be paid out to the employee.~~

Effective 2014 and go forward, on **On** the first pay date in December of each year, banked overtime hours in excess of forty (40) hours shall be paid out to the employee.

Delete Article 6.04 (b)

~~An employee, who either works intermittently or is scheduled to work five (5) days or less per week, shall be paid at two (2) times their regular hourly rate of pay for each hour worked on their sixth (6th) and seventh (7th) consecutive day of work.~~

Delete Article 6.05 (b)

~~(b) In the event that an employee is required to work on a holiday which is also one of their off days, and the rate of pay specified for a holiday differs from that for an off day, they shall be paid the higher of the two (2) rates.~~

Amend Article 6.06 (a)

On each occasion that employees are appointed, ~~in writing~~, to relieve in a senior position coming within the jurisdiction of this Collective Agreement, which requires them to perform **the** duties of **the senior position** ~~a higher level than those which would normally be assigned the position for which they are employed on a regular basis~~, for one (1) day or more ~~(statutory holidays included)~~, they shall be remunerated for ~~the whole of the period~~ **each complete relieving day** at a relief rate of five (5) percent increase in pay for the employee.

Delete Article 6.06 (b):

~~(b) In the event that an employee's salary exceeds the salary range of their confirmed position, they shall receive an adjustment equivalent to the dollar difference between the salary in the range of the senior position which is closest to the employee's established salary and the next step in the range of the senior position, or to the initial salary provided in the salary range of the senior position, whichever is greater.~~

Amend Article 6.09.

Standby Service and Pay

Standby service may be maintained as required.

Employees held on standby shall be paid for standby service on the following basis:

- (a) Evening to morning – the equivalent of one (1) hour of regular pay.

- (b) Off days – the equivalent of two (2) hours regular pay per twenty four (24) hour period of standby coverage.
*
- (c) *Statutory holidays – the equivalent of five (5) hours regular pay per twenty-four (24) hour period of standby coverage*
**
- (d) **Employees will have the option to bank standby service pay up to 40 hours. Employee requests to use standby banked as time off will be considered based on operational or business requirements, and the immediate management supervisor has the sole discretion to approve these requests. All standby banked time remaining at the end of the payroll year will be paid out.**

Amend Article 7.01 (b):

All permanent and probationary employees falling within Appendix I and II **the wage appendices** shall progress from one step of the range assigned their position to the next assigned step by merit only.

A permanent employee shall be eligible for a merit review and, if warranted due to satisfactory performance, an increment adjustment following the completion of each separate twelve (12) month period of their assigned pay range.

Amend Article 7.01 (c):

An employee whose position is reallocated to a higher job level shall normally receive an increase **to at least the first step** the first step above their present regular rate of pay in the pay range of the new job level. **Any increase would be effective on the date the job profile was finalized.** The Company, however, shall review the circumstances pertinent to the reallocation and may award at least one additional increment in a case which, if granted, would be effective on the date that the job profile was finalized. Eligibility for future salary adjustments shall be determined in accordance with Clause 7.01(b) until the employee reaches the maximum step in the range to which their position has been reallocated.

~~In the event that the Union disagrees with the step assigned to an employee whose position has been reallocated to a job level with a higher pay range, then such dispute shall be dealt with under Article 21 where appropriate.~~

Amend Article 7.01 (d):

An employee who is promoted shall receive upon appointment, a minimum one (1) step increase above their present regular rate of pay within the pay range of the new job level or to the initial step in the pay range of the new job level. ~~Upon successful completion of the trial period, an employee shall be confirmed in the new position at the same rate of pay. If the trial period is unsuccessful, the employee shall be reverted to their former position and former rate of pay. Further movement throughout the pay range will occur in accordance with the schedule outlined in Clause 7.01(b).~~

Delete Article 7.03:

All employees, other than red-circled employees, shall be paid the hourly rate for the job level their position is allocated to in accordance with the applicable wage appendix in this Collective Agreement

Delete Article 8.01 (d):

To receive the holidays, employees must be available for work in accordance with the shift preceding, during and following the designated day for observance of the holiday.

Delete Articles 8.01 (f) and (g):

(f) Employees on approved leave for ten (10) working days or less shall receive the statutory holidays for which they are eligible, except when such leave is the result of a compensable accident.

(g) 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 receive such day paid as a statutory holiday and remaining days shall be paid from applicable sick leave entitlement.

Delete Article 8.01 (h):

The application of the statutory holiday provisions shall not be construed as either a layoff or a change in an employee's hours of work schedule or regular hours of work.

Amend Article 8.02 (f):

When a temporary employee is appointed to the permanent staff, **the time spent in the temporary position will count towards their the employee's** length of service for vacation entitlement purposes shall be established by adding together the total number of pay periods employed with the Company as temporary employee and by dividing by twenty-six point one (26.1). The result thus obtained shall constitute the years of service and these, added to subsequent years of service, shall constitute the years of service for vacation entitlement purposes. In addition, the employee's Vacation Anniversary Date shall be adjusted to be consistent with Clause 8.02(b).

Delete Article 8.02 (g):

An employee shall receive their annual vacation leave entitlement in any year, in an unbroken period, unless otherwise mutually agreed upon by the employee and the Company.

Amend Article 8.02 (i):

If a recognized holiday, for which an employee is eligible, occurs during a period of annual vacation of that employee, ~~they shall receive equal time off, with pay or pay in lieu thereof, at the discretion of the Company.~~ **the employee shall code that day as a statutory holiday instead of a vacation day.**

Amend Article 8.02 (o) (p) (q) (r) (s)

~~(o) Insofar as the efficient operation of the Company will permit, an employee shall have the right to choose the period of vacation according to seniority standing.~~

~~(p) An employee may be allowed to take vacation leave to the maximum of their accumulated vacation credits (annual vacation entitlement and carryover). However, the Company shall establish an annual period of January 1 to December 31 for the purpose of scheduling vacation leave.~~

~~(q) For the purposes of scheduling vacation leave between April 01 and December 31, a vacation schedule shall be posted on Company bulletin boards no later than February 01 of each calendar year. Any employee who fails to indicate a choice of vacation leave by March 15 will have waived whatever right they may have had to choose their vacation leave period. Between March 15 and April 01, the completed vacation leave schedule for all employees shall be posted. Seniority shall prevail in the preparation of this schedule insofar as the efficient operation of the Company permits. Seniority for additional choices of vacation leave shall not apply until each employee on such schedule has had the opportunity of indicating their first choice, or has been assigned vacation, as the case may be.~~

~~All requests to use vacation leave between January 01 and April 01 will be granted subject to the Company's operational requirements and shall not affect an employee's ability to exercise their first choice for the period of April 01 to December 31.~~

(o) For the purposes of scheduling vacation, employees will consult with their Manager and team with the intention of accommodating all vacation requests. If there is a conflict where two or more employees have requested the same vacation period at least four months in advance, and they are unable to mutually resolve the conflict, then the most senior employee will be granted their vacation choice where operationally feasible.

~~(r) An employee promoted or transferred shall not exercise their seniority for the purpose of vacation choice during the first vacation year of employment after such promotion or transfer.~~

~~(s) It is understood that there shall be no cash settlement made for vacation entitlement for permanent and probationary employees except as mutually agreed between the Company and the employee.~~

Amend Article 8.03 (a) (i) 1

An accredited representative to the negotiating committee for the Union, shall be granted leave, at their regular rate of pay, for the purpose of attending joint collective bargaining, conciliation or mediation meetings in the establishment of a new Collective Agreement. It is understood that no more than ~~four (4)~~ **three (3)** employees from the Union will be granted leave with pay for the purpose of attending said meetings on behalf of the Union and that the ~~Director~~ **Senior Manager, Human Resources and Labour Relations**— *CAPITAL POWER* will be advised in writing of the names of the accredited employees at least thirty (30) calendar days prior to the earliest opening date of the Collective Agreement.

Amend Article 8.03 (b) (i):

An employee elected as a delegate to Union conventions, seminars or training sessions, shall be granted leave of absence without pay, **subject to operational requirements.** ~~Where absence of more than one person creates a staffing problem within an operating unit, this provision shall be limited to one person.~~

Amend Article 8.03 (b) (ii) 1, 2:

(ii) Leave of absence without pay for full-time Union employment shall be granted under the following conditions:

- (1) In the event that an employee ~~becomes an~~ **is elected as 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 therein. They shall have the right, at any time, ~~upon~~ **by**-giving one (1) months' notice, **of their intent** to return **to the Company in** the same position, if available, or to a comparable position or to such other position to which they may be promoted by reason of seniority and ability.
- (2) Such an employee shall make regular contributions to their pension plan and all employee benefits, participating in same as would a permanent employee of the Company. Their contributions to these benefits shall be based on their earnings during their full-time employment, marital status and number of dependants.

Amend Article 8.03 (b) (iii) 1-9:

(iii) Maternity and Parental Leave

(1) 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.

(2) ~~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.~~

NOTE: — For the purpose of this section, the Company's Disability Plans shall mean CAPITAL POWER's Disability Plans and shall include the Short Term Disability Plan (STD), Supplementary Unemployment Benefit Plan (SUB Plan) and Long Term Disability Plan (LTD).

~~“Valid, health-related portion” shall mean that period of an eligible employee's pregnancy during which she is disabled (in accordance with the terms of the Company's Disability Plans) and such disability is substantiated by medical evidence satisfactory to the Company.~~

(3) ~~The Company shall grant maternity/parental leave in accordance with the following:~~

~~Upon written application to their manager, maternity/parental leave will be granted to employees employed for at least twelve (12) consecutive months. Except where otherwise specified in the Employment Standards Code, should no application be made by employees for maternity/parental leave, and they fail to report for work, the employees will be deemed to have resigned their position and the Company will be under no obligation to provide future employment.~~

(4) ~~Maternity leave shall be for a maximum period of fifteen (15) weeks. Parental leave shall be for a maximum period of thirty seven (37) weeks. Birth mothers shall be eligible to combine such leave for a period of fifty two (52) weeks. A birth mother, who takes both maternity and parental leave, must take the leaves consecutively.~~

(5) ~~Maternity leave shall be applied for in writing at the earliest possible date, but not less than six (6) weeks prior to the date maternity leave is to commence. Such leave may commence at any time up to twelve (12) weeks prior to the estimated date of delivery. If a female employee is unable to perform the duties of her position or such alternate position as may be made available, for which she is qualified, and in the absence of any valid, health-related disability attributable to the pregnancy, the employee shall be required to immediately commence maternity leave in accordance with the applicable provisions of the Employment Standards Code.~~

(6) Parental leave shall be applied for in writing not less than six (6) weeks prior to commencement of such leave. Parental leave can begin at any time after the birth or adoption of the child but it must be completed within fifty-two (52) weeks of the date of birth, or the date an adopted child is placed with the parent.

(7) Except in the case of employees as stipulated below, maternity/parental leave shall be without salary or sickness allowance, but eEmployees on such leave will not lose seniority.

Female employees who are members of the Company's Disability Plans as provided for by the Company and who provide medical evidence satisfactory to the Company to substantiate their disability for the valid, health-related portion of their pregnancy may, subject to the terms of the Company's Supplemental Unemployment Benefits Plan (SUB Plan), qualify for SUB Plan benefits for the duration of the valid, health-related period. Receipt of such SUB Plan benefits shall commence no sooner than the date of delivery, subject to the provisions contained in the SUB Plan. Employees who are members of the Company's Disability Plans and who otherwise do not meet the conditions for eligibility for SUB Plans during the valid, health-related portion of their pregnancy will be governed by the terms of the Company's Disability Plans.

A female employee who is a member of the Company's Disability Plans and who subsequently experiences a maternity complication related to the valid, health-related portion of her pregnancy after the conclusion of the maximum period during which SUB Plan benefits may be available, shall be entitled to receive the balance of disability benefits paid at the applicable level. Upon providing an appropriate medical certificate, a female employee may commence sick leave prior to her estimated date of delivery. Such sick leave shall not be considered part of maternity/parental leave.

Female employees who commence maternity leave and are approved for Employment Insurance are eligible for benefits under the Company's Supplemental Unemployment Benefits Plan (SUB Plan). The SUB plan will top up EI premiums to 95% of an employee's normal gross wage for six weeks following the birth of a child. Receipt of SUB plan benefits shall commence following the receipt of proof the employee has received Employment Insurance payments.

A female employee who is eligible for the Company's Disability Plans and becomes disabled while on maternity leave will become entitled to the disability benefit upon her scheduled return from maternity leave. The disability benefit will be paid based on the elimination period starting on the date of the occurrence of the disability.

(8) 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.

(9) 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.

Amend Article 8.04 – Supplementation of Compensation Award

(b) The cases of compensation to temporary employees shall be referred to ~~the CEO and/or their designate~~ **Company Human Resources** for authority to supplement the Workers' Compensation Board Award and, if such supplementation is approved, it will be made from time to time as the advances of compensation payments are received from the Compensation Board. In no event, however, shall the period of supplementation for temporary employees exceed three (3) months without the approval of ~~the CEO and/or their designate~~ **Company Human Resources**.

Amend Article 8.05 – Protective Clothing

- (a) ~~Genesee Laboratory Workers and Other CSU 52 Employees~~ required to work at Genesee or other Capital Power facilities will be issued protective clothing in accordance with the following provisions: **as required based on the work to be performed.**

~~Where there is a work related requirement, the Company will provide necessary Fire Retardant standard clothing for full body coverage, in addition to other protective clothing such as coats, gloves, overalls, coveralls, rubber boots, smocks and personal protective equipment. Replacement will be made based on evidence of fair wear and tear.~~

- (b) ~~Unless laundry services are provided by the Company, all employees who are supplied with clothing by the Company shall be responsible for the laundering and/or dry cleaning of same.:~~

Amend Article 8.08 – Employee Training and Career Development

There is a shared commitment to Training **learning** and Career Development by the Company and employees covered by this agreement. ~~Training and Career Development are both employee and Company initiated and Company supported. Educational funding for employees shall be governed by the Company's policy on Employee Training and Career Development~~

Amend Article 9.01 (b) – Terms of the Probationary Period

The Company will provide an employee with a written performance appraisal upon the completion of each **meet with the employee to discuss and document the employee's performance within the first** six (6) months of that employee's probationary period.

Delete Article 9.03

~~New employees who do not meet the requirements of the position during the probationary period shall be terminated. If a new employee is terminated during their probationary period, the termination may be grieved up to the CEO (or their designate – the Director, Human Resources) level of the grievance procedure.~~

Amend Article 12.01

Any vacancy required to be filled shall be immediately and conspicuously posted on the Company's Internet and Intranet Site for **a minimum of** seven (7) calendar days ~~in a standard form provided by the Company.~~ A copy of all postings shall be sent to the Union. ~~A posting closing date may be extended in accordance with Letter 9.~~

Amend Article 12.05

The Company shall appoint the selected applicant(s), and that appointment shall be final subject to satisfactory completion of the required probationary period ~~or the outcome of any grievance filed over the selection.~~

The Company shall have the right to fill vacancies from:

- (a) ~~reversions from a trial period;~~
- (b) ~~terminations of employment during a probation period; and,~~
- (c) ~~employees vacating temporary positions,~~

~~among the original applicants to a posting without re-posting such vacancies. The right to make a selection out of the original competition file in these circumstances will extend for a period of nine (9) months from the date of a temporary appointment made in accordance with Clause 12.02. and/or for a period of six(6) months from the date that the position was originally posted. The Company agrees to notify all internal applicants to the original posting, with a copy to the Union, that a second selection has been made in accordance with Clause 12.05.~~

The Company shall ~~also~~ have the right to fill additional vacancies that may arise in the same Stream, Level, and position status under the same hiring manager, during a current recruitment on an existing posting within thirty (30) calendar days from the opening date of the original posting. **Where there are internal candidates,** ~~The~~ the Company will notify the Union when they fill these additional vacancies.

Amend Article 12.06

Upon completion of the selection process, Human Resources shall notify the Union in writing *by email* of the proposed appointee and the names of the unsuccessful **internal** applicants. Human Resources shall also notify in writing *by email* each employee who was an unsuccessful applicant of the name of the successful applicant.

Amend Article 12.10

~~Appointments~~ **Start dates** from within the bargaining unit shall be made within three (3) weeks of the selection of a candidate unless otherwise mutually agreed **to** by the parties ~~employee and their Manager.~~

Amend Article 15.01 – Developmental Opportunity Concept

15.01 The Developmental Opportunity Concept is designed to enable those applicants, who do not possess the required experience **and/or education** to become qualified and able to function at the job level through on-the-job training and experience.

This concept could also provide for the opportunity for internal employees to become the best qualified for a job through on-the-job training ~~once they have attained the required educational qualification.~~

The concept contemplates a training period of varying durations, depending on the specific developmental opportunity, with performance and salary reviews scheduled every six (6) months.

A shared responsibility is required between the Company and the employee to ensure that progress to job level is achieved within the predetermined time frame. ~~The Company has the responsibility to provide on-going feedback, coaching and counselling to the employee; while the employee dedicates themselves to completing the required training or experience that was outlined for the predetermined developmental period.~~

Amend Article 16 – Dispute Resolution Process

16. Dispute Resolution Process

The intent of the Dispute Resolution Process is to:

- (a) encourage open, **respectful and honest** two-way dialogue by the people affected by a dispute,
- (b) achieve solutions that contribute to positive, collaborative working relationships,
- (c) achieve **mutually acceptable** solutions that are consistent with the Collective Agreement,

minimize the time and cost involved in resolving disputes

Amend Article 16.02 – 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.

The discussion should include sharing relevant information to the fullest extent possible, at the earliest opportunity.

~~The discussion should include an honest, respectful exchange of the interests of the people directly affected by the dispute, an exploration of options to satisfy these interests, and the development of mutually acceptable solutions.~~

~~Problem-Solving may continue as long as the participants are mutually satisfied that progress is being made. The employee(s), Union or Company may conclude Problem-Solving at any time by notice to the other party(ies).~~

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.

Amend Article 16.03 – Consultation

A request for Consultation shall be submitted in writing within ten (10) working days of the date that the incident causing the dispute reasonably came to the attention of the employee(s), the Union or a Company representative(s). The request shall include the details of the dispute with a copy directed to the immediate out-of-scope manager where applicable.

(b) The Union and the Company may agree in writing to extend the date to initiate Consultation to allow Problem-Solving to take place.

(c)* A request for Consultation by an employee(s) or the Union shall be submitted to ~~the Director,~~ **the Company's Human Resources Department.**

(d) A request for Consultation by the Company shall be submitted to a Business Agent of the Union.

(e) Once initiated, a representative of Human Resources shall schedule a meeting of the people who are essential to resolving the dispute (as determined by the parties). ~~The meeting may be facilitated by the Human Resources representative and/or the Union, or another person acceptable to the parties.~~

(f) ~~The facilitator(s) will encourage honest and respectful dialogue, information sharing, and help the participants define issues, explore interests and options, and achieve mutually acceptable solutions.~~

(g) ~~Consultation shall take place as quickly as possible. The participants may continue to consult for as long as they are mutually satisfied that progress is being made.~~ The employee(s), Union or the Company may conclude Consultation at any time by written notice to the other party(ies).

(h) Agreements reached at this stage are confidential and without prejudice to the legal or contractual rights of the parties unless otherwise agreed, and shall be confirmed in writing.

(i) If a dispute is not resolved by Consultation, an employee(s), the Union or the Company may initiate a Formal Review by filing a grievance.

Amend Article 16.04 – Formal Review

(a) A grievance shall be initiated in writing within ten (10) working days of the date that notice is received of the conclusion of Consultation. Grievances initiated by the Union shall be submitted to the ~~Chief Executive Officer (or their designate)~~ **head of Company Human Resources.** Grievances initiated by the Company shall be submitted to the President of the Union.

(b) A 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.

~~(c) Following receipt of the grievance, the Chief Executive Officer or Union President (or their designates) shall convene a meeting as quickly as possible involving representatives of the Union, the Company, and other people who are essential to the resolution of the dispute (as determined by the parties).~~

~~(d) The Chief Executive Officer or Union President (or their designates) will chair the meeting and help the participants seek a mutually acceptable resolution to the dispute. They will encourage an honest, respectful discussion of the issues, interests, options and potential solutions.~~

- (e) ~~The Formal Review shall take place as quickly as possible.~~ The participants may continue this stage for as long as they are mutually satisfied that progress is being made, or may mutually agree to refer the matter back for further Consultation.
- (f) Agreements reached at this stage are confidential and without prejudice to the legal or contractual rights of the parties unless otherwise agreed, and shall be confirmed in writing.
- (g) The employee(s), Union or the Company may conclude a Formal Review at any time by written notice to the other party(ies). Within ten (10) working days of the conclusion of the Formal Review, the ~~Chief Executive Officer~~ **Head of Company Human Resources** or Union President (or their designates) shall provide a written summary to the other party of their position on any issues that remain in dispute.
- (h) Provided that a grievance has been properly processed in accordance with the procedures, time limits and restrictions contained in the Dispute Resolution Process, the Union or Company may refer any grievance to arbitration if it has not been resolved by Formal Review.

Amend Article 16.05 – Arbitration

- (a) A referral to arbitration shall be initiated in writing within ten (10) working days of receipt of written notice of the conclusion of the Formal Review.
- (b) Grievances referred to arbitration by the Union shall be submitted to the ~~Chief Executive Officer~~ **head of Company Human Resources**. Grievances referred to arbitration by the Company shall be submitted to the President of the Union.
- (c) The party referring a grievance to arbitration shall notify the other party of:
 - a) its willingness to use a single arbitrator, or
 - b) its appointee to a three-person arbitration board, and
 - c) the details of the grievance, including the issues in dispute, the interests of the grieving party, the Clause or Clauses of the Collective Agreement which are alleged to have been violated, and the remedy requested.
- (d) The responding party shall notify the other party within five (5) working days of its willingness to use a single arbitrator or its appointee to a three-person arbitration board.
- (e) If the parties fail to appoint their respective members within five (5) working days of the referral to arbitration, the appointment shall be made by the Provincial Minister (responsible for labour issues) upon the request of either party.
- (f) If the parties agree to refer the grievance to a single arbitrator, the Union and the Company shall select **a mutually agreed-upon** the arbitrator ~~from a roster approved by the parties on an annual basis.~~ If the parties do not agree on the selection, the arbitrator **shall be appointed by Mediation Services** ~~drawn randomly from the roster.~~
- (g) Where each party has established an appointee to a three-person arbitration board, the appointees so selected shall, within fourteen (14) calendar days of the appointment of the second of them, appoint a third person who shall be the chairperson. If the two (2) appointees are unable to agree upon the choice of a chairperson within the time limit specified, they shall request the Provincial Minister (responsible for labour issues) to appoint a chairperson.
- (h) If the single arbitrator, either member of the arbitration board, or the chairperson thereof, refuses to act or is or becomes incapable of acting, a new single arbitrator, new board member or chairperson shall be appointed in accordance with the above procedure. Appointment shall be made within fourteen (14) calendar 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 chairperson, the appointment shall be made by the Provincial Minister (responsible for labour issues) upon the request of either party.
- (i) No person shall be appointed as a single arbitrator or member or chairperson of a three-person arbitration board if the person is directly affected by the grievance, or if the person has been involved in an attempt to negotiate or settle the dispute.
- (j) Each party shall bear the expense of its respective member and shall bear one-half of the expenses of the chairperson of the arbitration board, or single arbitrator, whichever is applicable.

- (k) Arbitration hearing dates shall be determined within twenty-eight (28) calendar days of the appointment of the single arbitrator or arbitration board.
- (l) Prior to the arbitration hearing, the parties may prepare an agreed statement of facts for submission to the single arbitrator or arbitration board.
- (m) The single arbitrator or arbitration board shall hear the grievance and render an award within forty (40) calendar days of the hearing. Written reasons for the decision shall be provided within sixty (60) calendar days of the hearing, unless the parties mutually agree that written reasons are not required.
- (n) In the case of an arbitration board, the decision of the majority is the award of the board. If there is no majority, the decision of the chairperson shall be the award of the arbitration board.
- (o) The decision of the single arbitrator or arbitration board 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 single arbitrator or arbitration board.
- (p) The arbitration board or single arbitrator may quash, confirm or vary any action taken respecting the suspension, discipline or discharge of an employee.
- (q) The arbitration board or single arbitrator by its decision shall not alter, amend or change the terms of the Collective Agreement.

Amend Article 17 – Reporting for Duty – Travel and Mileage:

17. Reporting for Duty – Travel and Mileage

**17.01 General Provisions*

Except as provided *below*, employees shall report for duty at the place directed by the Company and shall go to and from such place on their own time ~~within the City limits~~. Where an employee is required to report to a new place during his regular hours of work, ~~he~~ **they** shall do so without loss of pay.

~~17.02. Edmonton and Genesee Travel Time~~

~~An Edmonton-based employee who is intermittently assigned to report to the Genesee site or a Genesee-based employee who is intermittently assigned to report to a location within Edmonton may be required to travel to the site outside of his normal hours of work. Where this occurs such employee shall be provided compensation equal to the actual travel time at his regular rate of pay to a maximum of one (1) hour each way.~~

- ~~(a) Where an employee is required under Clause 17.02. to travel outside his normal hours of work he shall be provided with forty-eight (48) hours advance notice. Where such notice is not provided and the employee travels outside his normal hours of work, he shall receive two (2) times his regular rate of pay for actual travel time to a maximum of one (1) hour each way until such time as the forty-eight (48) hour notice period has elapsed.~~

~~17.03. **17.02** Edmonton and Genesee Mileage Provisions~~

An Edmonton-based employee intermittently assigned to report to the Genesee site or a Genesee-based employee intermittently assigned to report to a location within Edmonton who is required to utilize his personal vehicle for such travel shall receive a transportation allowance based on *the following rules*:

- ~~(a) Only the driver of the personal vehicle used for travel between the work sites is eligible for the mileage reimbursement.~~
- ~~(b) An Edmonton-based employee reporting to Genesee shall be reimbursed for actual mileage travelled for business purposes from their personal residence to the plant and return (round trip), to a maximum of one hundred and sixty (160) kilometers.~~
- ~~(b) While the Genesee site premium is in effect, a Genesee-based employee reporting to Edmonton shall be reimbursed for the difference between the mileage actually travelled for business purposes (round trip), and the mileage normally travelled between their personal residence and the plant (round trip). In the event that this number is negative (meaning that the employee lives closer to EPCOR Tower than to Genesee), then the transportation allowance may not be claimed. **Employees shall claim the difference between the actual distance travelled less the round trip distance that is normally driven between their home and their primary work location. If the distance calculated is negative then no claim can be made.**~~

(c) For purposes of administering the allowance, it is assumed that actual door to door distance between EPCOR Tower and Genesee is 160 kilometers round trip.

~~(d) In the event that both EPCOR Tower and Genesee are visited for business purposes in the course of the same round trip originating from the employee's personal residence, then mileage of 160 km shall be claimed as if the trip had originated and terminated at a work location.~~

17.04 **All Other Travel and Mileage Provisions**

17.03

- (a) ~~Out of town travel could occur for scheduled work, unscheduled urgent or emergency work, required job/skill training (directed by the Company) or career development opportunities (requested by the employee).~~
- (a) Employees required to travel out of town for unscheduled urgent or emergency work (**as directed by the Company**) shall have their travel time paid at overtime as outlined in Clause 6.02.
- (b) Employees required to travel out of town, will travel during their regularly scheduled hours where possible. Employees required to travel outside normal hours of work for scheduled out of town work assignments or required job/skill training shall be paid a travel pay premium of one –half (1/2) hours pay at their regular rate of pay, for each hour spent travelling, in addition to the regular rate of pay. This travel pay premium is not bankable and will be paid to the employee in the next pay period following the out of town travel.
- (c) Employees requesting out of town career development opportunities, that are supported and paid for by the Company, shall travel during regularly scheduled hours where possible. If this is not possible then they will travel on their own time. Employees travelling in these circumstances will not be eligible for the travel pay premium or overtime for any travel time.
- (d) Employees who are required to perform work at locations other than as described in Clauses 17.02 and 17.03 will be compensated in accordance with the Company's travel policy and the current travel guidelines.

Amend Article 18 – Flexible Hours of Work. Delete current language and replace with Letter of Understanding #1 Amended Language :

~~Where the Company implements flexible hours of work schedules utilizing employees coming within the scope of this Collective Agreement, they shall do so in accordance with applicable~~

Letters of Understanding attached to this agreement or after consultation and agreement is reached with the Union regarding terms and conditions to be applied.

1. Definitions

Variable or flexible hours of work may be established or changed based on operational requirements or employee requests.

Flexible hours of work may include one or all of the following:

- a) ~~Staggered Hours of Work~~: typically, refer to employees in an area who are scheduled to work different start and finish times to accommodate operational requirements and/or individual employee requests. Flexible hours of work shall be consistent with Clause 6.01(b).
- b) ~~Variable Hours of Work~~: typically, refer to employees whose hours of work are regularly adjusted to address operational requirements involving a requirement to work beyond the standard hours of work for specific purposes (for example after hours presentations and/or meetings; Company displays/booths and/or special Company events). If an employee works hours in excess of ten (10) hours per day and/or seventy five (75) or eighty (80) hours in a bi-weekly pay period, the employee shall be granted a number of hours off duty, with pay, during regular working hours, equivalent to two (2) times the number of such hours worked in excess of seventy five (75) or eighty (80) hours of work bi-weekly.
- c) ~~Extended Hours of Work~~: typically, refer to employees engaged in a shift schedule which allows for a combination of shifts ranging in hours from eight and a half (8 ½) to twelve (12) hours per day, including time off for lunch (where appropriate). The average daily hours of work times five (5) for such employees shall equal a maximum of forty (40) hours per week and/or eighty (80) hours per pay period over the duration of the shift rotation. Extended Hours of Work shall be consistent with Addendum III of this Collective Agreement.

2. ~~Establishment of Flexible Hours of Work~~ Company Initiated Flexible Hours of Work

- a) The Company may establish or change flexible hours of work in accordance with this letter of understanding as necessary. Where there is significant and/or permanent change, the Company will advise the Union of these changes.
- b) ~~When a flexible hours of work schedule is implemented, the following parties will be advised in writing of the work location, business unit and employees participating.~~
 - i) ~~The Union~~
 - ii) ~~The Company Human Resources Consultant~~
 - iii) ~~The Payroll Section~~
- b) Postings shall contain a statement to denote those positions that are subject to flexible hours of work. The posting(s) for selected positions will clearly indicate the operational requirement for on-going flexible and variable hours of work. Successful applicants to these positions will be clearly advised of this requirement for service.
- c) If the requirement of service for these employees is to work greater than ten (10) hours per day and/or greater than eighty (80) hours per pay period, then these employees shall be granted a number of hours off duty, with pay, during regular working hours, equivalent to two (2) times the number of such hours worked in excess of ten (10) hours per day and/or eighty (80) hours bi-weekly. In these situations, the employee would require prior approval from their management supervisor prior to working the overtime. Additionally, it is understood that when overtime is anticipated in a bi-weekly pay period the employee and the manager will first try to flex or vary that employee's schedule to include the off duty hours earned due to overtime within the four (4) month period

3. Employee Requests to Work Flexible Hours

- a) An employee (s) or a group of employees may submit a proposal to their immediate manager outlining changes to work schedules resulting in flexible hours of work. **These requests will be considered as per the Company Temporary Flexible Work Arrangements Policy. Changes to the Company Policy will be communicated to the Union.** Such proposal will be in writing and outline the employees affected, the changes proposed, benefits of the proposal (to operations and to the employee) and measures to assess the effectiveness of the flexible hours of work proposal. A copy of the proposal will be sent to the Union and the Company's Human Resources Consultant.
- b) ~~The Manager will endeavour to review and respond to the proposal within forty five (45) calendar days. The Manager will determine whether or not the proposal will be implemented. The Manager's review must include a review and authorization from Human Resources and Payroll prior to implementation.~~
- c) ~~Where a decision is made not to implement a proposal, the Manager will provide reasons for the decision in writing to the employee or group of employees who made the proposal. A copy of the decision not to implement a proposal will be sent to the Union and the Company's Human Resources Consultant.~~
- d) ~~An employee or group of employees who is not satisfied with the response received in 3 c) above, may request in writing that the next level of Manager review the proposal and endeavour to provide a written response within forty five (45) calendar days. The response provided at this stage will be binding.~~

4. General Provisions

Unpaid lunch breaks may, provided the management supervisor and the affected employee agree, extend between one-half (1/2) hour and one and *one-half* (1 ½) hours.

5. Termination of Flexible Hours of Work

- a) Where flexible hours of work are established by the Company pursuant to #2 of this Letter of Understanding, the Company may terminate **or change** such flexible hours of work arrangements by providing thirty (30) business days written **by providing notice to the affected employees with a copy to the Union. The Company will provide (30) days notice and will review the changes with the affected employees as soon as possible to minimize impact to employee schedules.**
- b) Where flexible hours of work are established based on a request from an employee (s) or group of employees pursuant to #3 of this Letter of Understanding the flexible hours of work arrangements may be terminated as follows: **the employee may discuss with their Manager any requested changes to the flexible hours arrangement. These changes will be accommodated wherever possible subject to operational requirements.**
 - i) ~~The Company may provide forty five (45) calendar days written notice to terminate group or individual flexible hours of work arrangements. This notice will be provided to the affected employee or groups of employees.~~
 - ii) ~~An employee group may provide forty five (45) calendar days written notice to the Company to terminate a flexible hours of work arrangement. Such notice must indicate that a majority of the participating employees' request termination of the flexible hours of work arrangement.~~

Delete Article 20 – Position Evaluation Program:

~~20.01 Position evaluation is the systematic determination of position allocations to the appropriate stream and/or job level as set out in the current Collective Agreement.~~

~~20.02 The establishment and maintenance of a position evaluation program covering employees within the jurisdiction of the Union shall, with the exception of the appeal procedure, be the sole responsibility of the Company.~~

~~20.03 The Union shall have the right to present modifications to the position evaluation program and these will be considered by the Company.~~

~~20.04. The Union shall be provided with the Policy, regulations and procedures pertaining to allocations of positions coming within the scope of this agreement.~~

~~20.05 The Company shall make available to the Union on request information used in the position evaluation program and procedures to evaluate and allocate positions.~~

~~20.06 New streams and job levels, for which the rates have been negotiated and agreed to in accordance with Article 14. "Creation of a New Stream or Job Level" shall be reduced to writing and executed by authorized representatives of the parties to this agreement.~~

~~20.07 Employees shall be paid the rates provided in the currently effective wage schedule or those established by the Company for streams and/or job levels, for which the rates are under negotiation in accordance with the provisions of this agreement.~~

Amend Article 21 – Hay Job Evaluation Process, adding the following language from Article 20:

21.01. Position Reviews

Where the duties of a position have significantly changed, an employee, may submit a request to CAPITAL POWER Human Resources **their Manager** for the review of the allocation of their position. The employee will complete a Role Profile, and submit it to their first level Manager with a copy to Human Resources **will consult with their Manager to review their position description. The employee, Manager, and Human Resources will meet to determine review process and timelines which will be established on a case-by-case basis.**

(a)

~~Within twenty-one (21) calendar days of receipt, the Manager must review and sign off the Role Profile and forward it to CAPITAL POWER Human Resources. CAPITAL POWER Human Resources will provide a copy of this completed document to the Union.~~

(b)

~~Within ten (10) calendar days of receiving the validated Role Profile from the Manager, CAPITAL POWER Human Resources will complete their review of the documentation and issue a decision. This **The position review** decision will be communicated to the Union prior to both the employee and Manager.~~

(c)

~~Should the position allocation change, the date the signed validated Role Profile arrives in Human Resources will be the effective date of any change; in most instances. In extenuating circumstances, where it can be demonstrated that, through no fault of the employee, there was a significant delay in forwarding the Role Profile, an alternate date may be considered. Human Resources will review these circumstances with management, and determine if the date should be prior to the date received in their office.~~

21.02. Appeals

Should the employee disagree with the decision of a position review and choose to appeal, the employee must request that the Union initiate an appeal. This request must be in writing to the Union, with a copy to Human Resources and their Manager, and made within fourteen (14) calendar days of receipt of the written decision. If an appeal is not initiated within this timeframe, the review will be considered concluded and no further employee initiated reviews can occur for twelve (12) months from the date of the decision.

(a)

Where the Union supports an appeal, the Union will provide to Human Resources written notice of the appeal being advanced within fourteen (14) calendar days of having received the request from the employee.

(b)

The Company and The Union will meet in a timely manner to review the decision on the position review. Should the allocation decision be changed, it will be effective as of the date of the approved role profile the documentation was finalized with Human Resources. ~~Within forty-five (45) calendar days of receipt of the appeal, the HAY Job Evaluation Appeal Committee (HJEAC) will meet to hear the appeal. The Union will be present at the meeting to support and assist the employee at the employee's request. No later than fourteen (14) days prior to the scheduled appeal hearing date, Human Resources will meet with the employee and their Manager to review the information to be presented at the appeal hearing.~~

(c)

~~Within thirty to forty five (30-45) days of the appeal hearing, the HJEAC will issue a decision. The decision made by HJEAC is final and will be provided in writing. Should the HJEAC alter the original decision, the effective date of the change will be in accordance with Clause 21.01. This change will be processed in an expeditious manner.~~

21.03. Arbitration

Should the original decision be upheld, the Union may advance the appeal to arbitration in accordance with the procedures and time limits set out in Clause 16.05(a) of the Dispute Resolution Process.

_____ (a)

_____ The Union shall notify the Company of:

- a) _____ its willingness to use a single arbitrator, or
- b) _____ its appointee to a three-person arbitration board, along with
- c) _____ the rationale for advancing the appeal to arbitration.

_____ (b)

_____ Selection of a single arbitrator or three-person board shall be in accordance with Clauses 16.05(d) through 16.05(k) inclusive.

_____ (c)

_____ Prior to the Arbitration hearing, the parties may prepare an agreed statement of facts for submission to the single arbitrator or arbitration board.

_____ (d)

_____ The single arbitrator or arbitration board shall hear the appeal and render a decision within forty (40) calendar days of the hearing. Written reasons for the decision shall be provided within sixty (60) calendar days of the hearing.

_____ (e)

_____ In the case of a three-person arbitration board, the decision of the majority is the award of the board. If there is no majority, the decision of the chairperson shall be the award of the arbitration board.

_____ (f)
_____ Once the award has been rendered, and should a change be warranted, the Company will implement the change in an expeditious manner.

_____ (g)
_____ The arbitration board, or the single arbitrator shall not alter, amend or vary any term or condition of this agreement. The arbitrator's authority is limited to allocating positions to existing streams and levels within the current job evaluation structure, as outlined in the Collective Agreement.

_____ (h) _____ The arbitration board, or the single arbitrator, shall set their own procedure with respect to the hearing. The board or arbitrator may request the testimony of appropriate persons who have knowledge of the duties and responsibilities of the position, the position evaluation process and such written or other evidence as they may require.

_____ (i)
_____ Once the arbitration board or the single arbitrator has rendered a decision, an employee may not initiate another review of their position for twelve (12) months from the date of the arbitration award.

_____ 21.04.

_____ The mandatory time limits specified in this Article may be waived with the mutual consent of both parties

21.05. The Union shall be provided with the Policy, regulations and procedures pertaining to allocations of positions coming within the scope of this agreement.

21.06 The Company shall make available to the Union on request information used in the position evaluation program and procedures to evaluate and allocate positions.

Amend Article 25 – Part-Time Employees:

25. Part-Time Employees

*

All part-time employees are governed by the Company's Part Time Work Arrangements Policy.

All provisions of this Collective Agreement apply to permanent or temporary part-time employees except as modified below:

25.01. Hours of Work

Amend Clause 6.01(a) to read:

6.01(a) ~~The standard hours of work for part-time employees shall be up to eight (8) hours per day and exclude an unpaid lunch period.~~

Hours of work for part-time employees will be established by the employee and their Manager as per the Company's Part Time Work Arrangements Policy.

Amend Clause 6.01. to include:

6.01(j) Part-time shifts shall not be regularly scheduled to take the place of full-time shifts such that part-time employees supplant the requirement for full-time employees.

6.01(k) ~~Part-time employees may be allowed to trade shifts with other part-time employees with prior management approval.~~

25.02. Overtime

Amend Clause 6.02(a) to read:

6.02(a) Part-time employees are not eligible for the overtime premium until they have completed the number of hours included in the scheduled hours of work established for the positions of full-time employees in the area.

Amend Clause 6.03(a)

6.03(a) Overtime shall normally be paid out to part-time employees on a bi-weekly basis as it is earned; ~~however, with the prior approval of their management supervisor, part time employees may be permitted to bank their earned overtime for the purposes of drawing on their bank when their average bi-weekly hours of work are reduced from what they have normally worked in a pay period. It is not intended that part-time employees would draw on any banked overtime to replace a shift for which they are scheduled to work.~~

25.03. Shift Differential

Amend Clause 6.07. to read:

6.07. ~~Part-time employees shall not be eligible for shift differential for hours worked during part-time shifts. However, if a part-time employee is required to work a full-time shift to cover for a full-time employee who would normally have been eligible to receive shift differential, then the part-time employee shall be eligible for shift differential.~~

25.04. Weekend Work Premium

Amend Clause 6.08. to read:

6.08. ~~Part-time employees shall not be eligible for the weekend work premium for hours worked during weekend shifts. However, if a part-time employee is required to cover a weekend shift for a full-time employee who would normally be eligible to receive the weekend work premium, then the part-time employee shall be paid this premium.~~

25.05. ~~Wages~~

~~Amend Clause 7.01(a) to read:~~

~~7.01(a) Part-time employees shall be paid based on hourly rates of pay.~~

~~Part-time employees shall be paid every two (2) weeks.~~

~~Under no circumstances shall the hourly rate for a part-time employee be greater than the hourly rate of a full-time employee who is in the same job level and on the same step of the pay range as the part-time employee.~~

~~Amend Clause 7.01(b) to read:~~

7.01(b) ~~Permanent part-time employees shall be eligible to progress from one step of the pay range assigned to their position to the next assigned pay step, based on satisfactory performance after working the equivalent number of straight time hours to meet the milestones outlined in these Articles for permanent full-time employees.~~

Amend Clause 7.01(d) to read:

7.01(d) A permanent part-time employee shall be considered to be applying for a promotion when applying for a permanent full-time position within the same pay range as the employee occupies on a permanent part-time basis. Such promotion shall not, however, entitle the employee to an increase in pay.

25.06. Statutory Holidays

Amend Clause 8.01. to read:

8.01. All part-time employees shall have their statutory holiday pay paid on a bi-weekly basis as a premium calculated at four point six (4.6) percent of their normal bi-weekly earnings. ~~Should this premium payment of statutory holidays in any way violate the Employment Standards Code or disadvantage any employee(s), the parties shall meet to review this item and agree to another method of determining and paying for statutory holiday pay for part-time employees.~~

25.07. Annual Vacation Leave

Amend Clause 8.02. to read:

8.02. Annual Vacation Leave – The Annual Vacation Leave for part-time employees shall be paid out bi-weekly based on a percentage of the employee’s straight time bi-weekly pay as follows:

On or after the:	Entitlement (% of straight-time pay)
Date of hire	6%
7 th vacation anniversary	8%
16 th vacation anniversary	10%
22 nd vacation anniversary	12%

In addition, permanent part-time employees shall be entitled to time off as Leave Without Pay equivalent to their annual vacation leave consistent with the terms and conditions contained in the Collective Agreement **as per Article 8.02 (o).**

~~In addition, permanent part-time employees shall be entitled to request time off as Leave Without Pay, equivalent to their annual vacation benefit and they shall be entitled to exercise any applicable seniority provisions as outlined below when scheduling such Leave Without Pay.~~

~~For the purposes of scheduling Leave Without Pay equivalent to their vacation benefit, part-time employees shall not have seniority over permanent full-time employees.~~

~~Leave Without Pay, equivalent to the employee's annual vacation benefit, shall be scheduled based on the part-time employee's seniority relative to the seniority of other part-time employees.~~

Permanent part-time employees will receive a pro-rated number of Personal Leave Hours as follows:

- ~~• Part-time employees hired to work a minimum of 20 hours a week: either 19 hours (for 7.5 hour employees) or 20 hours (for 8 hour employees); and,~~
- ~~• Part-time employees hired to work a minimum of 30 hours a week: either 28 hours (for 7.5 hour employees) or 30 hours (for 8 hour employees).~~

Personal Leave Hours will be pro-rated dependent on an employee's start date.

Personal Leave Hours must be used by December 31 of the year they are earned. They cannot be carried over to the next year.

~~Personal Leave Hours are intended to give employees greater flexibility in meeting work/life priorities, and can be taken for any reason including emergent situations, partially or all at once, subject to operational requirements.~~

~~Personal Leave Hours can be taken consecutively.~~

~~Personal Leave Hours will not be included in the vacation scheduling process as per Clause 8.02(q). However, once the vacation schedule has been finalized employees can use Personal Leave Hours to replace vacation that has already been scheduled and approved.~~

~~The "year" for both Annual Vacation and Personal Leave Hours purposes is the calendar year, not the end of the final pay period of the year.~~

~~Subject to the general guidelines above, more detailed guidelines governing the scheduling of Personal Leave Hours may be developed by individual business units if deemed necessary, and communicated to their employees with a copy to the Union.~~

~~Note: The Article above references the sole vacation entitlements for part-time employees.~~

25.08. Employment

Amend Clause 9.01 to read:

- 9.01. The normal probationary period of new permanent part-time employees shall be ~~the number of hours equivalent to~~ six (6) months of full-time employment, with the Company reserving the right, ~~in certain instances~~ to extend this probationary period **as per Article 9.02.**

~~An employee should not suffer a loss of pay if it is necessary to extend their probationary period for reasons unrelated to their performance. When such an employee completes their probationary period, their pay increment shall be retroactive to the date the employee would normally have received their increment.~~

25.09. Health and Welfare Benefits

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Permanent part-time employees shall be entitled to all of the CAPITAL POWER Benefits provided to permanent full-time employees **as provided in the Capital Power Flex Benefits Handbook**. The premiums for Alberta Health Care, Dental, Extended Health Care, Life Insurance and Long Term Disability shall be the same as that described for permanent full-time employees in *Capital Power Flex Benefits Plan Handbook*. Permanent part-time employees shall be entitled to Annual Flex Credits in accordance with the *Capital Power Flex Benefits Plan Handbook*.

For the purposes of the Short Term Disability (STD) plan, permanent part-time employees shall be entitled to the same number of days as full-time employees (one hundred and twenty (120) calendar days at one hundred (100) percent of the employee's regular rate of pay and sixty (60) calendar days at eighty (80) percent of the employee's regular rate of pay). The amount of pay for each of those days shall be pro-rated and paid based on the terms and conditions outlined in the CAPITAL POWER Benefits Plan Handbook.

There shall be no retroactive payment or reimbursement of premiums or retroactive adjustments to benefits coverage for the STD, Long Term Disability (LTD) and Life Insurance plans for permanent part-time employees.

Delete Addendum 1 – Compressed Hours of Work

Amend Addendum 2 – Jurisdictional Allocations:

Addendum 2

Jurisdictional Allocations

~~The parties agree that disputes regarding the jurisdictional allocation of positions will be processed in accordance with the following procedure. If however, a jurisdictional dispute is not resolved by the parties and the Union elects to refer the matter to a third party, the dispute will be referred to the Alberta Labour Relations Board.~~

A. Management Initiated Reviews

1. Where the Company is of the view that the work being performed in a position allocated to CSU 52 is properly out of the scope of the bargaining unit certificate or is covered by another certificate, it will contact the Union **and all relevant parties** to arrange a meeting to discuss the issue before any action is taken. During the meeting the Company will share relevant information concerning the basis for the exclusion **or change** from the bargaining unit.
- ~~2. If the Company is of the view that the work being performed in a position allocated to CSU 52 should properly fall within the jurisdiction of another bargaining unit, then the Company will invite the Union certified to represent that unit to the meeting with CSU 52 as described in paragraph one.~~

B. Union Initiated Reviews

Problem Solving Phase

1. Where the Union has identified a position for review, the Union will advise the **Company's Human Resources Department** ~~Director of Employee Relations, Disability Management & Safety~~, and any other appropriate Union, in writing that they have a jurisdictional issue with respect to the work being performed.
2. Within twenty-one (21) calendar days of receiving the request the Company will provide job information related to the job under review to the Union.
3. Within fourteen (14) calendar days of receiving the job information, the Union will advise the Company if further review is necessary or if there are concerns with the jurisdiction of the position.

Consultation Phase

1. Within sixty (60) calendar days of the Union advising the Company that they take issue with the jurisdiction of the position, the Company will convene a meeting to allow both parties to explore the issues and provide a rationale for the action taken. During this review the parties will review the position against agreed to criteria.
2. The Union will respond within fourteen (14) calendar days from the meeting, concluding the review, or advising the Company of the challenge to the jurisdiction.
3. If the Union wishes to maintain a challenge to the jurisdiction of the position, then the parties may agree to a joint audit of the position within a time frame that allows for the incumbent to have worked for a reasonable period of time with these duties and responsibilities.

Formal Review

1. Within fourteen (14) calendar days of performing the joint audit, the Union shall provide written notice to the Company if they still challenge the jurisdiction of the position. The Union shall provide rationale for advancing the challenge.
2. Within fourteen (14) calendar days of receiving the Union's written request for a formal review the Company will respond in writing to the notice including their rationale for why the position should be excluded from the bargaining unit.
3. If the Union does not accept the response of the Company, they may make application to the Alberta Labour Relations Board for a determination of appropriate jurisdiction of the position.

C. Inclusions

1. Those positions and employees who the parties agree should be included in the bargaining unit may be transferred into the Union's jurisdiction, subject to negotiations between the parties:
 - a) The employee shall be awarded seniority status based upon their length of unbroken full-time service in that position, and
 - b) Shall have their previous unbroken full-time service in positions within the jurisdiction of the Union applied to their seniority status, provided that such unbroken service occurred immediately prior to the employee being assigned to their current position, and
 - c) Shall, upon entering the Union's jurisdiction, be subject to all the terms and conditions of the Collective Agreement, and
 - d) When an employee transfers into a position within the Union, all of the individual circumstances and relevant information shall be considered and reviewed by the parties. It is understood that once the parties review this information they will negotiate an appropriate rate of pay and effective date for an incumbent to transfer into the Union jurisdiction. Any other terms and conditions or understandings that may be required will also be negotiated between the parties at this time.
 - e) The Company shall commence the deduction of Union dues on behalf of such employees in the pay period immediately following their transfer into the Union's jurisdiction.
 - f) Positions will be reviewed and allocated in accordance with the Company's Position Evaluation program.
2. In rare instances where it is practical that the employee remain outside the Union's bargaining unit, the Union may agree to exclude the employee. The duration of this exemption from the unit will be no more than twenty-four (24) months. The parties will negotiate how and when Union dues will be forwarded.

D. Exclusions

1. Those positions and employees who the parties agree should be excluded from the bargaining unit may be transferred out of the Union's jurisdiction, subject to the following negotiations between the parties:
 - a) When an employee transfers into a position out of the scope of the Union's jurisdiction, all of the individual circumstances and relevant information shall be considered and reviewed by the parties. It is understood that once the parties review this information they will negotiate an appropriate effective date for the incumbent to transfer out of the Union's jurisdiction. Any other terms and conditions or understandings that may be required will also be negotiated between the parties at this time.

- b) The Company shall stop the deduction of Union dues on behalf of such employee in the pay period immediately following their transfer out of the Union's jurisdiction.
- c) In the rare instance that the employee remains in the Union's bargaining unit, the Company may agree to include the employee in the Union's bargaining unit for no more than twenty-four (24) months.
- d) In the rare instance that a permanent employee is excluded from the Union's bargaining unit and returns to the Union's bargaining unit within a twelve (12) month period of time from the exclusion, the employee's seniority shall be deemed uninterrupted in accordance with Clause 13.04. of this Collective Agreement.
- e) When an employee is in a position that is deemed to be excluded from the Union's bargaining unit the exclusion will not be deemed a "layoff", therefore the incumbent will not be eligible to exercise any terms and conditions outlined in Article 11.

Delete Letter of Understanding 1 – Flexible Hours of Work

Amend Letter of Understanding 2 – Work Experience Programs – Renumber as Letter of Understanding #1

Letter 2– Work Experience Programs

*

1. It is mutually agreed by the parties, that the Company may participate in **work experience programs as determined by the Company.** ~~the following Work Experience/Education Programs:~~

- (a) ~~MacEwan / Mount Royal University~~
- (b) ~~Edmonton / Calgary Public School Board~~
- (c) ~~Edmonton / Calgary Separate School Board~~
- (d) ~~NAIT/ SAIT~~
- (e) ~~University of Alberta / University of Calgary – Engineering and Business Co-op Programs~~
- (f) ~~University of Lethbridge~~
- (g) ~~Other post-secondary institutions within Alberta and British Columbia with programs relevant to the Company's operations~~
- (h) ~~The Capital Power Summer Student Employment Program~~

2. Any wages or compensation and working conditions for the individuals participating in such work experience programs shall be determined by the Company, ~~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 ~~attempt to~~ advise the Union of those individuals participating in such Work Experience programs prior to the individual's actual commencement, but, if the Company is unable to do so prior to, then after their 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. ~~Should the Company wish to participate in any other Work Experience Education program(s), the Company shall consult with the Union accordingly and receive the Union's written agreement prior to participating in such programs.~~

Amend Letter of Understanding 3 – Summer and Temporary Employment Programs - Renumber as Letter of Understanding #2

Engineering Co-Op (ENCO) and Business Co-Op (BUCO) Programs

1. The parties agree that students enrolled in a Business Co-Op or Engineering Co-Op program, who perform work that would normally fall within the jurisdiction of the Union, may be hired by the Company.
2. Wage rates for these Co-op programs will be as outlined in Appendix A.
3. All other terms and conditions of the Collective Agreement will apply, unless otherwise noted or agreed to by the parties.

Summer Employment Program

1. The parties agree that students may be hired under the Capital Power Summer Employment Program as full time temporary employees for up to five (5) months on a seasonal basis
2. Employees hired in these types of temporary positions, will be placed in the job stream commensurate with the nature of work being performed in the position based on a determination made by the Company.
3. Wage rates for the Summer Employment Program (SEP) will be as outlined in Appendix A.
4. All other terms and conditions of the Collective Agreement will apply, unless otherwise noted or agreed to by the parties.
5. The parties may mutually agree to extend the timeframes for these Summer Employment positions on a case by case basis, if appropriate and / or extenuating circumstances exist.

Task-Based Employment

1. Individuals may be hired on a temporary basis for up to ninety (90) days to perform work that is determined to be less than the scope and accountability of the A1 job level.
2. ~~The Company will discuss these types of temporary positions with the Union prior to the position being filled. The nature of this discussion will be to ensure that the scope and accountability are less than the A1 level.~~
3. These temporary positions will be paid at the SEP-A rate of pay, if appropriate for the level of work being performed and the relevant experience of the incumbent. If a new wage is required for the level of work being performed, the Company and the Union will review and agree on an appropriate rate of pay.
4. All other terms and conditions of the Collective Agreement will apply, unless otherwise noted or agreed to by the parties.
5. The parties may mutually agree to extend the timeframes, if appropriate and / or extenuating circumstances exist.

Amend Letter of Understanding 4 – Travel and Expenses - Renumber as Letter of Understanding #3

It is mutually agreed and understood by the parties that the following terms and conditions shall apply to Out of Town Travel and Expenses:

9.1. ~~All out of town business travel and expense claims~~ **All business expense and business travel claims** made by employees will be submitted, processed and authorized consistent with the existing ~~Company Credit Card policy~~ **Expense Claim Acceptable Use Policy** and / or all other applicable CAPITAL POWER financial policies.

Additionally, if an employee is given an advance by CAPITAL POWER for out of town business travel or expenses, it is expected that the employee will submit a CAPITAL POWER expense claim as soon as possible following the out of town work. The Company will undertake to reclaim monies that are owed by the employee.

1. ~~Employees required to work and/or travel out of town for a duration up to and greater than one (1) day and one (1) night, who have been authorized and assigned their own Company Credit Card will be required to use their Company Credit Card for all travel, accommodation, meals and other business related expenses. In the rare instance that a vendor does not accept the CAPITAL POWER "P" Card as a method of payment, the employee will pay for the business expense and submit the business expense claim in accordance with the CAPITAL POWER policy.~~

~~Permanent employees authorized and assigned their own Company Credit card who work and / or travel out of town with other CAPITAL POWER employees who are not assigned a Company Credit Card will be responsible for paying for travel, accommodation, meals or other business related expenses for these other CAPITAL POWER employees, as directed by their Supervisor.~~

2. ~~Employees required to work and/or travel out of town for greater than one (1) day and one (1) night who have not been authorized and assigned the use of a Company Credit Card for business expenses shall have the option to:~~

a) ~~Be reimbursed for all travel, accommodation and meal expenses as per the CAPITAL POWER policy; OR~~

b) ~~Choose to be paid a daily living allowance (per diem) of one hundred and fifty dollars (\$150.00) to cover expenses related to daily meals (sixty dollars - \$60.00) and accommodation (ninety dollars - \$90.00). Such allowance would be advanced to employees prior to their out of town work assignment. It should be noted that this per diem amount is inclusive of any applicable Provincial Sales Tax (P.S.T.).~~

~~It should be noted that the Company may have billing arrangements for employees out of town accommodations. In these instances, employees would be eligible for a per diem related only to daily meal expenses (sixty dollars - \$60.00 per day).~~

c) ~~Employees who have not been authorized and assigned a Company Credit Card must choose either option 2a) or 2b) prior to the Out of Town Work occurring.~~

d) ~~Employees who have not been authorized and assigned a Company Credit Card who are working or traveling out of town for Company business with an employee who is assigned a Company Credit Card will have some or all of their travel, accommodations, meals and business expenses paid for by the permanent employee with the Company Credit Card, as directed by their Supervisor. If their travel,~~

~~accommodations and meal expenses are paid for on a permanent employee's Company Credit Card then the employee will not be eligible for the options outlined in 2a) and 2b) above.~~

3. Employees who are required to work and travel out of town for less than one (1) day and one (1) night and who have not been authorized and assigned a Company Credit Card, shall be reimbursed for all travel, accommodation and meal expenses as per CAPITAL POWER policy.

4. Employees required to work and/or travel out of town for greater than one (1) day and one (1) night shall have the option to receive an advance to cover estimated travel expenses.

~~5. In the rare instance where employees have chosen option 2.b) and they incur legitimate accommodation and meal expenses in excess of the one hundred and fifty dollars (\$150.00) per diem; employees shall submit bills/receipts to their management supervisor for review and authorization.~~

~~6. Edmonton based employees who are required to utilize their personal vehicle to travel to and from their Out of Town Work location and for any other business purposes shall be reimbursed for their travel based on the CAPITAL POWER policy.~~

~~7. The Company shall pay other legitimate Out of Town expenses such as material, equipment, supplies, and hosting. Employees who have been authorized and assigned a Company Credit Card will pay for these types of expenses with their Company Credit Card, subject to the guidelines and limitations of the Company Credit Card policy and manual. For employees who have not been authorized and assigned a Company Credit Card or where payment with their Company Credit Card is not appropriate, payment for these expenses shall be made via the CAPITAL POWER purchasing policy (purchase orders), petty cash / expense claim reimbursement with appropriate receipts, or a cash float to the employee in charge.~~

~~8. Should there be any discrepancies or issues with respect to the implementation of these provisions the parties agree to meet to review and resolve these items.~~

10. Should there be a reason for extended out of town work and travel for more than one (1) week in duration, the parties agree to meet and agree to terms and conditions for the out of town work prior to work commencing.

Delete Letter of Understanding 5 – Positions Within Public and Government Affairs – Flexible Hours of Work

Renew Letter of Understanding 6 –Posting and Filling Vacancies – Applies Only to IT Positions – Renumber as Letter of Understanding #4

Amend Letter of Understanding 7 – Short Term Incentive Pay Program - Renumber as Letter of Understanding #5

1. The parties agree that the permanent full-time and permanent part-time employees in the IT, Professional and Technical job streams and A4s in the Administrative Stream will be included in the Company's short-term incentive program **as per Company policy**.
2. The short-term incentive will include performance measures based on Corporate, Business Unit **business performance**

measures and an employee's Individual Performance.

3. Target pay percentage will be two and one-half (2 ½) percent with a maximum of five (5) percent.
4. These pay percentages are based on an employee's regular base salary as of *December 1st of the performance year (prorated for service and eligible paid time)*.
5. The short-term incentive program will be the Company's corporate program, and will align to respective Corporate and Business Unit performance measures to ensure all employees, including management and unionized, are working to the same performance measures.
6. The performance measures (Corporate, Business Unit and Individual Performance) may change from year to year. However the target pay percentage of 2.5% will remain unchanged.
7. ~~For the 2012 performance year, the parties also agree that permanent full-time and permanent part-time Administrative employees will be eligible to participate in a short-term incentive program that will equate to a flat payout figure as outlined below:~~
 - ~~Part time employees hired to work a minimum of 20 hours a week = \$700 per year;~~
 - ~~Part time employees hired to work a minimum of 30 hours a week = \$850 per year;~~
 - ~~Employees hired to work Full-time = \$1000 per year;~~
8. This flat payout will be linked to the achievement of the business unit performance measure only.
9. It will be the respective business units that decide which business unit goal will be the performance measure.
10. ~~Commencing with the 2013 performance year, all permanent full-time and permanent part-time employees will be eligible to participate in the short term incentive plan as described in points 2-6 above.~~
11. *In order to be eligible for the payout, employees must be actively employed on December 1 of each performance year and be actively employed on the date of payment. Actively employed means an employee in receipt of pay.*

The short-term incentive for all employees will be paid ~~by the end of March~~ of the following year, in accordance with Company short-term incentive program every year, once Company financials are known.

Delete Letter of Understanding 8 – Roster of Arbitrators

1. ~~It is agreed that the following list will be used to appoint single arbitrators pursuant to Clause 16.05(f), or to appoint the Chair of an arbitration board pursuant to Clause 16.05(g) of the collective agreement.~~
2. ~~This list is in no particular order. Each party is open to selection from this list as they see fit, and such choice will be alternating with each arbitration.~~
 - ~~Sims~~
 - ~~Casey~~
 - ~~Moreau~~
 - ~~Ponak~~

Delete Letter of Understanding 9 – Extension of Posting Closing Date

~~It is understood between the parties, that further to Article 12.01, if no internal applicant (s) apply on an existing posting within the required seven (7) calendar days, the Company will have a one-time only opportunity to extend the closing date of that posting.~~

~~This posting closing date extension could be made for up to a maximum of an additional six (6) weeks following the required seven (7) days.~~

~~A member of the Company's Human Resources Team would be required to notify the Union by email outlining the details of this posting closing date extension.~~

Amend Letter of Understanding 10 – Company Site Premium Program - GSP - Renumber as Letter of Understanding #6

The Company and the Union agree to allow the Union's members at the Company's Genesee Generating facility to participate in the Company's Genesee Site Premium Program. Details of the Program are as follows:

The Program:

- The Genesee Site Premium Program ("GSP") is an extension of Company policy that will see all eligible Company employees receive a bi-weekly lump sum payment of five hundred dollars (\$500.00) per bi-weekly pay period.
- This payment is not part of an employee's compensation.
- The GSP will be paid to eligible employees for the duration of this *Collective Agreement*. *At the conclusion of this Collective Agreement, this Letter of Understanding will expire. If at the expiry of this term of the Collective Agreement the Company intends to modify or cancel the GSP, the Company will provide the Union with a minimum of one (1) months' notice prior to doing so.*
- The GSP is taxable.
- Eligible employees will receive the GSP while on vacation, using banked time or when they are accessing Short Term Disability for two (2) weeks or less.
- Employees will not receive the GSP if they are on Short Term Disability longer than two (2) weeks, Long Term Disability, Maternity Leave or Unpaid Leave of Absence.

Eligibility:

- The GSP program is applicable to full-time temporary and all permanent Company employees assigned to work out of Genesee as their home site/work location.
- Employees who are hired into temporary full-time positions, RAP or Co-Op student employment positions at the Genesee Generating facility will also be eligible for the GSP program.
- ~~The GSP will not be pro-rated.~~ **Part-time employees will receive a pro-rated site premium based on average days worked. This will become effective the first pay period of 2017.**
- Final approval for eligibility rests with the Company's Plant Manager, Genesee Operations.

Renew Letter of Understanding 11 –Severance – Renumber as Letter of Understanding #7

Delete Letter of Understanding 12 – Finance Professional Development Program