



Collective Agreement

Between

TransAlta Utilities Corporation

And

Local Union 254

International Brotherhood of Electrical Workers

Effective April 1, 2015

To

March 31, 2017



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Article 1 – Purpose

The Company and the Union, working together, are in the competitive business of reclaiming post-mined coal mines in the Wabamun Lake area. The Reclamation Center operation also supports the Alberta Thermal/Hydro Plants and Alberta Mine Operation areas with external (outdoor) services. The Company and Union are committed to developing and maintaining accountable, knowledgeable and healthy employees, aligned with the business objectives, to achieve success. To these ends, it is in the best interests of the Company and the Union to direct their respective efforts towards the safe, efficient and economical operation of the Company's business.

This agreement recognizes and accepts the principles and spirit of teamwork, accountability, respect, integrity and loyalty. It is recognized that successful employer-employee relations must be mutually advantageous, fair, just and of the same spirit of cooperation and friendliness with which this agreement was reached.

Article 2 – Employee Definitions

Full Time Employee

A "Full Time" employee is one who occupies a position established by the Company within the Reclamation Centre and has successfully completed a 6 month probationary period during which employment may be terminated at the Company's discretion if not meeting Company expectations.

Term Employee

A "Term" employee is one who occupies a position established by the Company within the Reclamation Centre and has successfully completed a 6 month probationary period during which employment may be terminated at the Company's discretion if not meeting Company expectations. The term may be reduced for operational reasons.

Temporary Employee

A "Temporary" employee is an employee who is hired to perform emergency, seasonal or other work. Articles dealing with seniority and reduction in staff do not apply to Temporary employees.

Article 3 – Union Recognition

The Company recognizes the Union as the sole and exclusive collective bargaining agent for all equipment operating and labouring personnel of the TransAlta Reclamation Centre in Keephills, Alberta.

Article 4 – Management Rights

Except as otherwise specifically provided in this Agreement, it is mutually understood and agreed that the management of the employer's business and the direction of the employees covered herein including, but not limited to, the right to hire, discipline, evaluate, communicate with its employees, and determine the need for overtime, shall be within the sole and exclusive responsibility of the Company. The Company shall be the exclusive judge of all matters pertaining to the need to maintain the order and efficiency of its operations, methods, processes, and means of this operation, and shall have the right to purchase services or materials from any source or supply whatsoever, to introduce new or improved methods or facilities, and to discontinue the operation of its business by sale or otherwise.

It is agreed that these rights and powers are not subject to the grievance or arbitration procedures set forth in this agreement, except when in the exercise of said rights the Company has violated a specific term or provisions of one or more Articles in this Agreement.

Article 5 – Union Representatives

The Union will designate Accredited Union Representatives to handle the administration of this Agreement. Such representatives will be free to visit the TransAlta Reclamation Centre and to conduct normal Union business associated with the administration of this Agreement. The Union undertakes that these representatives will not unduly interfere with work at the Reclamation Centre.

The Union will designate and the Company shall recognize a Steward and alternate, who shall be from the bargaining unit. The Union reserves the right to remove any Steward or alternate. The Union will notify the Company of the names of such Steward and alternate.

Such Steward and alternate shall be allowed sufficient time with no loss of pay to see that the provisions of this Agreement are observed.

Such Steward and alternate will be responsible for their regularly assigned work on behalf of the Company.

Article 6 – Union Security

It shall be a condition of this Agreement that all employees who come within the scope of the unit of certification and who are, or who become, members of the Union during the lifetime of this Agreement, shall continue to be members of the Union as long as this Agreement shall remain in force. It is understood, however, that should an employee's membership in the Union be revoked or suspended by the Union, the clause shall not affect the employment of the said employee. For all new employees in classifications that come within the scope of this Agreement, Union dues will be deducted from such new employee's salary each month following the first month of employment whether or not such employee wishes to become a member.

The amount of such dues shall be determined by the Union and the Union shall give notice to the Company in writing.

The Company shall remit to the Financial Secretary of the Union the total of all amounts so deducted no later than thirty (30) days after the deductions have been made. At the same time, the Company will forward a list showing the names of whom deductions have been made and the amounts deducted.

Article 7 – No Strikes and Lockouts

The Union agrees that neither it, nor its representatives will, during the term of this Agreement, authorize, cause, condone, sanction or take part in any strike, and the Company agrees that it will not cause or direct any lockout of its employees for the duration of this Agreement.

Article 8 – No Discrimination

There shall be no discrimination, interference, restraint or coercion by, or on behalf of the Company or Union against any employee whether such employee is or is not a member of the Union.

The Company and the Union further agree there shall be no discrimination against any employee for any reason prescribed by the Alberta Human Rights, Citizenship and Multiculturalism Act.

Article 9 – Mid Term Agreement

This Collective Agreement may be amended at any time with the agreement of the Company and the Union.

Article 10 - Grievance/Arbitration

It is the mutual desire of the parties that any complaint shall be dealt with as quickly as practicable, with full discussion and disclosure in an attempt to avoid the need for a formal grievance.

A grievance is a difference concerning the interpretation, application, administration or an alleged violation of this Agreement.

Step 1: Grievances will be submitted in writing by the Union to the affected employee's immediate Supervisor, or his designate, within **ten (10)** business days after the unresolved issue has been identified. The Supervisor or designate, will meet with the Union and the employee involved, to discuss and resolve the issue. The Supervisor, or designate, will render a decision within **ten (10)** business days following the day on which the written grievance was presented to him.

Step 2: Failing settlement, the grievance, may be submitted to the manager or his designate within **ten (10)** business days after the decision of the Supervisor. The Manager, or his designate, will meet with the Union and the employee. Subsequent to the meeting the Manager or his designate will render a decision within **ten (10)** business days.

Step 3: Failing settlement, the grievance may proceed to Arbitration, if requested by either party. **The party requesting the grievance be moved to Arbitration shall notify the other party no later than fifteen (15) days of the decision rendered by the Manager or his designate.** The parties shall jointly name a single arbitrator. In the event that the parties cannot agree on the naming of an Arbitrator, the Alberta Labour Relations Board shall appoint an Arbitrator. The Arbitrator shall hear and decide the case.

The parties shall each pay one-half of the expenses of the arbitrator. The regular salary for the local Union representative and the employee related to steps 1 and 2 will be the responsibility of the Company.

The Arbitrator will not have any power to alter or change any of the provisions of this Agreement, or to substitute any new provisions for any existing provisions and in reaching a decision will be bound by the terms and provisions of this Agreement. The Arbitrator shall have the authority to substitute a lesser penalty in cases involving discipline.

No employee shall be disciplined in any manner, demoted, suspended or discharged except for just cause.

Article 11 – Seniority

Seniority is bargaining unit wide and accumulation of seniority shall begin on the date of commencement of employment in the Bargaining Unit. The parties recognize that accumulation of seniority for existing Reclamation Centre employees begins with the date of hire with the Company.

Employees of the Company who are transferred to the Reclamation Centre from other Company facilities shall start employment with no seniority. All service credits acquired for all other purposes by the employee shall continue at Reclamation Centre.

Seniority shall cease for any of the following reasons:

If the employee quits, retires, or is terminated for just cause and the termination is not reversed through the grievance procedure.

Article 12 – Vacation

Full time employees shall receive vacation entitlement based on the following schedule:

0-<1	Years of continuous service	2 weeks (84 hrs)
1-7	Years of continuous service	3 weeks (126 hrs)
8+	Years of continuous service	4 weeks (168 hrs)

Requests for vacation time off will be subject to management approval. Due to the averaging of the seasonal and regular schedule periods, vacation time will be based on 42 hour work week.

Term and Temp employees covered by this agreement will receive vacation pay and vacation time off in accordance with the Employment Standards Code of Alberta.

Article 13 – Holidays

General Holidays will be administered in accordance with Company Policy and Procedures.

Article 14 – Hours of Work and Overtime

The Company and the Union agree that flexibility in work schedules benefits both the employee and the Company.

Regular Schedule

Basic hours of work will consist of 5 days per week and 8 hours per day. Employees will be entitled to an unpaid meal break. A basic work week will consist of 40 hours. Employees will receive overtime payment for hours worked in excess of 8 hours per day or 40 hours per week.

Seasonal Schedule

During seasonal periods, employees may be required to work a seasonal overtime agreement schedule. During these periods, employees will work 44 basic hours per week (averaged over the period) and a maximum of 10 basic hours per day. The company will determine each year, the seasonal period during which this schedule will apply and will notify affected employees, in writing, 4 weeks in advance of the commencement of the seasonal schedule. A seasonal schedule shall not exceed 7 continuous months in the calendar year. Time worked in excess of 44 basic hours per week or 10 basic hours per day will be paid as overtime.

Subject to the above exceptions, work performed on an employee's days off and General Holidays will be paid as overtime.

Payment for all overtime worked will be at (2) two times the employee's basic hourly rate of pay for the hours worked.

Circumstances may arise, such as inclement weather, which may result in employees working less than the basic hours per week.

Shift Differential

Employees shall receive shift differential of \$2.00/hr. for all regular hours worked from 6:00 PM. to 6:00 AM.

Change to Night Shift

When an employee is requested to go home and rest during his regularly scheduled day shift in preparation for changing to a night shift, the employee will be paid his regular wage for the remainder of his scheduled day shift. Hours worked on the first shift of the change will be paid as overtime hours.

Consecutive Night Shifts

When an employee is requested to move from his regular day schedule to a consecutive 8hr. night shift schedule and is not requested to work his regular day schedule, he will be paid at (1x) his basic rate of pay for performing night shift work.

An employee completing a shift of nights and returning to a regular day shift schedule will be expected to return to work following an 8 hr. rest period. The portion of the rest period that falls within the regular day schedule will be paid at the basic rate of pay.

Rest Period

Rest period is equal time off for hours worked during the 8 hour period prior to the commencement of the employee's scheduled shift. An employee who works during the rest period will not be required to report for his regularly scheduled shift until the employee has received the required 8 hour rest period. Regularly scheduled hours falling within an employee's rest period shall be paid at the employee's basic rate of pay.

Article 15 – Standby/Callout

An employee who has left the Company workplace and is called out for work shall be paid a minimum of two (2) hours at the overtime rate. An employee responding to a callout will earn overtime for all time worked including reasonable travel time to a maximum of 1 hour to and from the workplace. Should an employee be called out more than once in any given day, it shall not be construed to mean that the employee shall be paid for the same time twice.

An employee called during the two (2) hours preceding the commencement of their normal work day or shift shall be paid at the overtime rate for the time worked and the time remaining until the start of their work day or shift.

Employees will be required to provide standby coverage as required. The employee on standby must be available and able to be on site within 1 hour from being called. Employees on standby shall be paid for callouts as per the above.

Employees on standby will earn 1 hour of regular pay for each day of assigned standby Monday to Friday and 2 hours of regular pay for each day of assigned standby for Saturday, Sunday, and General Holidays.

Article 16-- Reduction of Staff

When conditions necessitate employee reductions at the Reclamation Center, employees will be terminated by inverse order of seniority, except where employees with specific qualifications or skill levels need to be retained.

Article 17 – Salary Schedule

Classification	April 1, 2015	April 1, 2016
Labourer 1	\$23.06	\$23.46
Labourer 2 (after 9 months of accumulated service)	\$24.36	\$24.79
Operator 1	\$26.28	\$26.74
Operator 2	\$27.53	\$28.01
Operator 3	\$28.85	\$29.35
Light Duty Mechanic	\$32.85	\$33.42

Employees performing working foreman duties will receive an additional **12.5% / hour**.

Consideration will be given to the senior qualified employee. Foreman duties include set up (before start time of shift/lock up time after end time of shift) of 20 minutes total. Additional pay to a maximum of \$2.00 hr. may be applied to those individuals deemed appropriate by management based on certifications that benefit the Reclamation Centre.

Student rates will be as per company policy.

Article 18 - Safety Wear

Coverall Allowance

Full-time and Term Employees will be provided with 2 pair of coveralls on the employee's 1st day of employment or when an order is being placed. **Temporary employees will be provided with 1 pair of coveralls on the employee's 1st day employment or when an order is being placed.**

- a) **Employees shall be given the choice of full coveralls, bib coveralls or insulated coveralls.**
- b) **Worn coveralls will be replaced one per one upon return to the employer.**

Safety Foot Wear

Employees will be entitled to be reimbursed for the purchase of safety footwear as per company policy.

Health and Safety

A Joint Work-Site Health and Safety Committee shall be constituted at the Reclamation Centre consisting of up to **two (2)** representatives of Management and up to **two (2)** representatives of the Union. It will be the responsibility of the Committee to identify and advise on problems of unsafe work practices or conditions, promote positive attitudes towards safety on the part of Management and individual workers, and recommend ways and means of improving the health and safety of Employees. As well, the Committee may recommend that information from other sources be obtained respecting work practices and standards used elsewhere.

The Committee will meet at least once every three months during regular working hours and time spent in such meetings is to be considered as time worked. Minutes of meetings will be kept and copies sent to the Union and the Company.

Two (2) representatives of the Joint Work-Site Health and Safety Committee, one (1) from the Employer and one (1) from the Employees, shall make monthly inspections of their work site and shall report to their Committee the results of their inspection. Any two (2) representatives of the Committee, one (1) from the Employer and one (1) from the Employees, will be notified of a pending inspection by a government inspector and shall have the right to accompany him on his inspection. Time spent on such inspections shall be considered as time worked.

In the event of a serious accident or injury, (a serious accident is a Class 2 safety incident), a Committee Member, one (1) representing the Employer and one (1) representing the Employees, shall be notified as soon as possible and they shall jointly investigate the incident and report to the Company and the Union on the nature and cause of the accident or injury.

Union/Company meetings

The intent of this Article is to regularly promote strengthening of our relationship through problem solving, enhanced communication, and exploring future opportunities/concerns together.

The Union and Company will hold a minimum of two Labour Management Meetings per year with **two (2)** representatives of Management and **two (2)** representatives of the Union.

The Committee will meet during regular working hours and time spent in such meetings is to be considered as time worked. Minutes of meetings will be kept and copies sent to the Union and the Company.

Article 19 – Contract Term

This agreement will be in effect from **April 1, 2015 to March 31, 2017.**

Benefit Entitlement for Full Time Employees:

Effective January 1, 2012, all full time employees shall receive full time benefits and pension, as per the Company's benefits plan.

Benefit Entitlement for Term and Temporary Employees:

All Term and Temporary Employees with 2 years or more of continuous service covered by this Collective Agreement will be eligible for the following benefits: Health and Dental, Basic Life Insurance at \$20,000, and the weekly indemnity program.

IN WITNESS WHEREOF, the Company and the Union have caused these presents to be executed by their duly authorized representatives on the 16 day of July, 2015, at Spruce Grove, Alberta.

Signed on behalf of:

TRANSALTA GENERATION
PARTNERSHIP



Rachelle Stenhouse
Manager, Labour Relations

Signed on behalf of:

INTERNATIONAL
BROTHERHOOD OF
ELECTRICAL WORKERS
LOCAL UNION 254



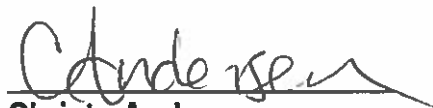
John Briegel
Business Manager



Kevin Toney
Manager, Reclamation



Carter Woloszyn
Assistant Business Manager



Christy Andersen
Manager, H.R. SunHills



Bobbie-Joe Bieda
Equipment Operator



Kim MacMillan
H.R. Advisor



Kyle Roderus
Equipment Operator



**working together
for safety**