



# **COLLECTIVE AGREEMENT**

between

**ALTALINK MANAGEMENT LTD.**

Hereinafter designated and known as the “Company”

and

**Local Union 254 of**

**THE INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS**

Hereinafter designated and known as the “Union” and “IBEW”

**EFFECTIVE January 1, 2017**





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Note: Clauses proceeded by an asterisk (\*) denote further information available in the intents' language

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**ALTALINK MANAGEMENT LTD.  
(HEREINAFTER REFERRED TO AS THE "EMPLOYER")**

**~ AND ~**

**LOCAL UNION 254  
OF THE  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
(HEREINAFTER REFERRED TO AS THE "UNION" AND "IBEW")**

## **ARTICLE 1 – EFFECTIVE DATE AND TERM OF AGREEMENT**

- A. This Agreement shall remain in full force and effect from January 1, 2017 to December 31, 2018.
- B. Either party to this Agreement may, within a period of not more than one hundred and twenty (120) days and not less than sixty (60) days immediately preceding the expiry date of this Agreement, by notice in writing, require the other party to commence collective bargaining. All terms of this Agreement shall remain in full force and effect throughout the negotiations in accordance with the provisions of the Labour Relations Code.
- C. Should such notice not be given by either party, then this Agreement shall continue in full force and effect until December 31, 2019, and so on for each succeeding yearly period until such time as the required notice has been given.
- D. Written Memoranda and Understandings, mutually agreed to, shall be reviewed at the expiration of this Agreement.

## **ARTICLE 2 – RECOGNITION AND UNION SECURITY**

- A. The Company recognizes the Union as the exclusive bargaining agent for all employees in classifications covered by this Agreement.
- B. 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, the Union will have the right to request that Union dues be deducted from such new employee's salary each month following the first month of employment whether or not he wishes to become a member.

- C. The amount of such dues shall be determined by the Union and the Union shall give notice in writing to the Company.
- D. \*The Company shall remit to the Financial Secretary of the Union the total of all amounts so deducted not later than thirty (30) days after the deductions have been made. At the same time, the Company will forward a list showing the names for whom deductions have been made and the amounts deducted.
- E. Wherever the singular or the masculine pronoun is used throughout this Agreement, the same shall be construed as meaning the plural or the feminine where the context or the parties so require.

### **ARTICLE 3 – DISCRIMINATION**

- A. The Company shall not discriminate against any employee because of his connection with the Union, nor shall the Union discriminate against any employee because of non-membership in the Union.

### **ARTICLE 4 – RIGHTS OF MANAGEMENT**

- A. The Union recognizes the right of the Company to hire, promote, transfer, discharge, suspend, or otherwise discipline any employee for just cause, subject to the right of grievance procedure as provided in Article 5 and to Articles 6 and 7 of this Agreement. The Union further recognizes the right of the Company, subject to the terms of this Collective Agreement, to operate and manage its business in all respects in accordance with its commitments and responsibilities.

### **ARTICLE 5 – GRIEVANCE PROCEDURE**

The Company and the Union jointly recognize the desirability of settling disputes and complaints through the use of good judgment and clear communication. Both parties encourage employees, should they feel unfairly treated or have a concern, to discuss it with their Manager.

If the discussion between the employee and Manager is unable to resolve the issue, then it may be appropriate to pursue a grievance. A grievance is a matter concerning differences in interpretation, application, operation or alleged violation of this Agreement. Employees shall have the right to process grievances through the following procedure. Prior to processing a formal grievance (Step One) a discussion must take place between the employee, their Union Steward, and their Manager with the intent of resolving the issue. The Manager must provide a summary of the resolution or a response to the issue in writing within fifteen (15) days

- A. Step One  
If no satisfactory settlement is reached in the discussion with the employee, Union Steward and Manager, a grievance shall be presented in writing by the employee, in the presence of the Union Steward, to the Director within fifteen (15) days of receipt of the written response from the Manager following the discussion described above. The Director shall meet with the employee, in the presence of their Union Steward, and give his decision, in writing, with a copy to the Union, with respect to the grievance, within fifteen (15) days of receipt. This step may involve other Union and Management representatives as appropriate.

B. Step Two

If no satisfactory settlement is reached in Step One, the Union shall, within fifteen (15) days of receipt of the Director's decision, or if a decision is not given within thirty (30) days at step one, submit the grievance, in writing, to a Grievance Committee consisting of three (3) representatives of the Company and three (3) representatives of the Union. The Grievance Committee shall arrange a meeting within thirty (30) days of this notice and shall give its decision, in writing, to the Company and the Union within fifteen (15) days of its meeting.

C. Step Three

Step Three is advancement to arbitration, which may be done via a single Arbitrator or an Arbitration Board as described below. The normal process is a single Arbitrator.

**Single Arbitrator** - If a satisfactory settlement is not reached in Step Two, within fifteen (15) days of receipt of the decision from the Director or their appointee, either the Company or the Union will notify the other party, in writing, of its desire to submit the difference to arbitration. The notice shall contain a statement of the difference.

The parties shall, within fifteen (15) days, agree on an Arbitrator. If the parties fail to agree on an Arbitrator, the appointment shall be made by the Minister of Labour upon the request of either party.

The Arbitrator shall hear and determine the difference and shall issue an award, in writing, and the decision is final and binding upon the parties and upon any employee affected by the decision. The Arbitrator's decision shall not alter, amend or change the terms of this Agreement.

Each party shall bear equally the expense of the Arbitrator.

**Arbitration Board** - Should either party choose to have the issue heard by an arbitration board of three (3) people, rather than a single Arbitrator, they shall notify the other party by written notice within fifteen (15) days of receiving notice of advancement to arbitration. Such written notice shall contain the name of the appointee to the board. The recipient of the notice shall, within fifteen (15) days, inform the other party of the name of its appointee to the Arbitration Board. The parties shall, within fifteen (15) days, agree on a Chairman. If the parties fail to agree on a Chairman, the appointment shall be made by the Minister of Labour upon the request of either party.

The Arbitration Board shall hear and determine the difference and shall issue an award, in writing, and the decision is final and binding upon the parties and upon any employee affected by the Board, but if there is no majority, the decision of the chairman governs and shall be deemed to be the award of the Board. The Arbitration Board by its decision shall not alter, amend or change the terms of this Agreement.

Each party to the difference shall bear the expenses of its respective appointee to the Arbitration Board and the two parties shall bear equally the expense of the Chairman.

The time limits expressed in the foregoing shall be observed by both parties. However, any one or all of the time limits, as expressed, may be extended by mutual agreement.

## **ARTICLE 6 – RESIGNATIONS AND DISMISSALS**

- A. \*A permanent employee is one who is hired to fill a permanent full-time position and has completed a total of six (6) working months without a break in service.
- B. Any permanent employee who wishes to resign from the Company's service shall give one month's notice to that effect to his Manager, or Director.
- C. When the Company intends to dismiss any permanent employee, such employee shall be given one month's notice, or one month's pay in lieu of notice, except when such employee is discharged for just cause.
- D. Any permanent employee desiring to appeal his dismissal, or a suspension from work of greater than fifteen (15) days, shall do so within five (5) days, exclusive of Saturdays and Sundays and other holidays, of his dismissal or suspension through the grievance procedure. Such appeal must be promptly expedited in order that it reaches Step 3 of the Grievance Procedure [Article 5 (C)] no more than ten (10) days, exclusive of Saturdays and Sundays and other holidays, from the date of dismissal or suspension. Should the employee's appeal be sustained by a Grievance Committee, he shall be reinstated in the Company's service under the conditions prescribed by the Committee.
- E. The intent of this clause is to provide an orderly and efficient process in the event of layoff of full-time employees. Layoffs will be conducted using the principle of last on first off based on full-time Bargaining Unit seniority and the principle that the remaining employees must be qualified and able to do the work remaining to be done.

A Joint Steering Committee will be convened to ensure the orderly and efficient administration of the above process.

Employees on layoff who, at the time of layoff, have greater than two years Bargaining Unit seniority shall be entitled to recall for a period of nine (9) months from the date of layoff. Recall shall be based on such seniority subject to an employee having the qualifications and ability to do the work to be done. Employees with less than two years such seniority shall have no right to recall.

Employees subject to recall will be notified by double registered letter sent to the employee's last known address. Employees so notified shall advise the Human Resources Department in writing of their intentions within five (5) working days of the letter arriving at its destination. If an employee does not reply or accept, that employee will have no further rights to recall.

An employee who accepts recall must report to work within ten (10) working days after notifying Human Resources or that employee will have no further rights to recall.

A recalled employee's seniority shall be preserved from the time of layoff, but shall not accrue during the period of layoff.

- F. In the event there is a need for workforce reduction AltaLink may choose to offer a voluntary severance package to selected employees. Who is offered a severance package and the content of the severance package is at the sole discretion of AltaLink. The IBEW will be informed prior to and involved in the presentation of any severance package offer to the employee. Acceptance of this voluntary severance package is at the sole discretion of the employee. If

this voluntary severance process does not meet the workforce reduction requirements then Article 6(E) will apply.

## **ARTICLE 7 – PROMOTIONS, TRANSFERS, & CAREER DEVELOPMENT**

Effective January 1, 1994, Bargaining Unit seniority is defined as unbroken time within the IBEW Bargaining Unit.

- A. Vacancies in all classifications shall be filled by posting with selection priority initially by AltaLink IBEW, secondly by people outside of the IBEW.

In the event there is a sound business case to fill from people outside the IBEW, (rather than internally by AltaLink IBEW) due to expertise or the safe and efficient operation of the ACC, then positions may be filled by people outside of the IBEW. This would only happen following discussion between AltaLink and the IBEW.

- B. In promotions, demonstrated ability and then Bargaining Unit seniority will be applied. A request for promotion shall not be considered unless the employee has a minimum of two years' experience in AltaLink Control Centre.

Where the senior applicant has not been selected for a position and such employee could reasonably be expected to qualify for the position, he shall be informed of the reason in writing within seven (7) calendar days.

- C. When the Company has selected an employee for a posted position, he and the Union shall be informed within fourteen (14) calendar days after the posting expiry date.

The Company shall not be obliged to consider requests for lateral transfers unless the employee has occupied his present position in the same location for two (2) years or more from the date of the last relocation made at the employee's initiative.

## **ARTICLE 8 – EXPENSES**

- A. The payment of expenses to employees is made upon the principle that employees should be reimbursed for "out-of-pocket" expenses necessitated by Company business. It is the intention that employees shall neither lose nor profit from expense allowances. This principle shall be followed in dealing with questions which may arise in connection with expenses.
- B. All employees assigned to work on a daily basis at a location away from their regular headquarters shall be provided with transportation and traveling time or mileage and traveling time to and from their regular headquarters and the temporary location on a daily basis. Time required for such travel shall be paid as time worked.
- C. Employees assigned to work at a location away from their regular headquarters shall be provided with transportation or mileage between the two locations at the beginning and end of the assigned period with time required for such travel paid as time worked. Job permitting, these employees may return to their home location on their days off with transportation or mileage provided both ways with time required for such travel paid for at straight time rates.
- D. Employees shall be reimbursed for reasonable cost of board and single lodging while working away from their usual headquarters.

- E. \*Employees who are authorized to use their car while on Company business shall be reimbursed as per the Corporate Business Travel and Entertainment Policy

## **ARTICLE 9 – HOLIDAYS**

- A. The following twelve (12) General Holidays, or days declared in lieu of, will be recognized as paid holidays:

New Year's Day	Civic Holiday (generally first Monday in August)
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Sunday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

- B. No deductions shall be made from the wages or salaries of monthly-rated or continuously employed hourly-rated employees because of these General Holidays occurring during regular work periods.
- C. When one of these General Holidays is observed on an employee's scheduled day off and such day is not worked by the employee, and if another mutually agreed to day off in lieu is not able to be designated within 30 days of the General Holiday, then the employee will receive pay for the General Holiday. Since the employee is already receiving their normal monthly salary, they would receive an additional straight time days' pay.
- D. When any of the General Holidays listed above falls on a Saturday or Sunday, Management must declare by December 15<sup>th</sup> of the preceding year, either the preceding Friday or the following Monday as the day off in lieu of the holiday. Employees working shifts shall be paid at the double time rate for the actual holiday rather than the day declared in lieu thereof. When Christmas Day is observed on the Monday, Boxing Day will be observed on the following Tuesday.
- E. Any additional holidays proclaimed by the Provincial and/or Federal Governments, and generally recognized by industry, will be recognized as paid holidays.
- Any additional holidays proclaimed by the Civic Governments, and generally recognized by industry, will be recognized as paid holidays if approved by the Company.
- F. In the event that the Legislature removes Alberta Family Day as a General Holiday, it will be removed from the above list of General holidays.
- G. \*Pay for holidays for Twelve-Hour Continuous Rotating Schedule Employees will be as follows:

(1) Employees who work a twelve (12) hour shift on a holiday will receive twelve (12) hours' pay at the double time rate in addition to regular pay.

(2) Employees on a scheduled day off shall receive an additional twelve (12) hours' pay at single time rate.

(3) Operators scheduled to work a shift will receive the holiday off, or the lieu day off if the holiday falls on a Saturday or Sunday. When one of these General holidays is observed on

an employee's scheduled day off and such day is not worked by the employee, and if another mutually agreed to day off in lieu is not able to be designated within 30 days of the General holiday, then the employee will receive pay for the General holiday. Since the employee is already receiving their normal monthly salary, they would receive an additional straight time day's pay.

- H. Holidays commence at the starting time of the previous day's night shift.

#### **ARTICLE 10 – VACATIONS**

- A. Employees shall earn vacation with pay at an accrual rate as follows:

Years of Service Completed	Vacation Earned
less than 1 year	120 hours/year
1 to 6 years	120 hours/year
7 to 15 years	160 hours/year
16 to 23 years	200 hours/year
24 years +	240 hours/year

- B. Vacations for employees shall be in addition to the holidays recognized in Article 9.
- C. \*Employees while working a 24-hour continuous rotating shift schedule shall receive eight (8) hours additional vacation within the first year, sixteen (16) hours after the completion of one (1) year of continuous shift service, 24 hours after the completion of two (2) years continuous shift service; 32 hours after the completion of three (3) years continuous shift service, and 40 hours after the completion of four (4) years continuous shift service. Vacation pay earned under this clause will be paid out on termination.
- D. \*If the employee requests, the Company will endeavour to accommodate a minimum of two (2) consecutive weeks' vacation during July and August for staff, providing vacation has been earned.
- E. \*For vacation purposes only, it is Management's discretion to credit "New Hires with Years of Service" to a maximum of their related industry experience.

#### **ARTICLE 11 – HEALTH AND WELFARE**

- A. Sick pay will be in accordance with the provision of the AltaLink Short Term Disability Policy in effect throughout the Company.
- B. Providing they participate, permanent employees will be provided a subsidy for the Alberta Health Care Plan of 68% of the actual premium due and the actual premium due to the Alberta Blue Cross Plan and the standard level of Dental Care Plan coverage will be 100% Company paid.
- C. Employees will be reimbursed or provided with personal protective clothing in accordance with the provisions of the Personal Protective Equipment Procedure.

## **ARTICLE 12 – SALARIES AND RATES OF PAY**

- A. Salaries and rate of pay shall be in accordance with the attached Schedules, but nothing in these Schedules shall be construed to reduce the rate of pay of an employee now receiving a higher rate than that shown in the Schedule.
- B. In the event of the Company making changes necessitating new classifications of employment, the Company shall negotiate rates to cover such classifications of employment with the Union before making such changes, provided such classifications come within the normal scope of the Bargaining Unit.
- C. In the AltaLink Control Centre, advancement from one classification to the next shall not be automatic.
- D. \*\*When an employee is temporarily assigned to different work, his rate of pay shall be determined by agreement between the Company and the Union. The Company will also inform the Union of the duration of the temporary assignment.
- E. \*Any employee called by the Crown for jury duty or subpoenaed as a witness in a civil or criminal case, shall not suffer any loss in basic pay provided that any witness or jury duty fee received by the employee is paid to the Company.

## **ARTICLE 13 – HOURS OF WORK**

The intent of this Article is to designate the employee's normal regularly scheduled working hours and the notice required to change schedules and shifts.

- A.
  - 1. Definitions
    - i. A shift is defined as the hours of work in a day (e.g. day, evening, or night shift).
    - ii. A schedule is defined as the days of work in a specified period (e.g. Monday to Friday and days of rest; Tuesday to Saturday and days of rest).
  - 2. \*\*The Company agrees to give the Union and employees notice of intent to change the shift (hours of day) or schedule (days of week).
    - i. CHANGE of SHIFT: If ten (10) calendar days' notice is not given, the first two (2) shifts of the new schedule shall be paid at regular time plus eight (8) hours additional straight time pay to a maximum of sixteen (16) hours.
    - ii. CHANGE of SCHEDULE: If thirty-five (35) calendar days' notice is not given, and the new schedule affects previously scheduled days off, the first five (5) such previously scheduled days off that are worked, in the thirty-five (35) calendar day period following the posting of the new schedule, shall be paid at regular time plus eight (8) hours additional straight time pay to a maximum of forty (40) hours.
    - iii. Shift or schedule change notice penalties do not apply when an employee initiates a shift or schedule change due to a transfer or job posting change notice penalties do not apply when an employee returns to his original shift or

when an employee initiates a shift change due to a promotion, transfer, or job posting.

- iv. \*An employee shall be given written or verbal notice via home voice mail message, cell voice mail message, text message, AltaLink email, personal email, phone conversations, or face to face conversations.
  - One-way initial communication notice may be provided by the written or verbal notice methods described above. One-way initial communication constitutes the first day of notice.
  - When initial communication isn't confirmed by the employee via a phone conversation or face to face conversation then the supervisor must confirm receipt by employee at least seven (7) days before shift change or at least twenty-one (21) days before schedule change.
  - If written confirmation is not received by Management at least seven (7) days before shift change or at least twenty-one (21) days before schedule change then the penalty will apply.
  - Any verbal conversations will be followed up with written confirmation within twenty-four (24) hours. If written confirmation is not given within twenty-four (24) hours then whenever the written confirmation is given constitutes the first day of notice.

Note: To enable early communication of all shift and schedule changes Management will discuss with employees their primary and secondary preferred method of communications.

- v. If less notice is given than described in Article 13 A 2.i or 2.ii, and an employee feels it is beneficial to themselves, fellow employees and/or the Company, the employee may choose to accept a shift or schedule change without applying the "additional straight time pay" described in Article 13 A 2.i or 2.ii.
3. \*Shift Overlap - In recognition of time spent on shift overlap, Operators, performing a shift complement role, will be credited with an additional sixteen (16) hours per year in their Hour Bank.
    - i. When a qualified Operator starts performing a shift complement role after the start of the year then shift overlap time will be prorated on a calendar year basis. For example, if a qualified Operator performs a shift complement role on June 20 until December 31 they would receive 6/12ths, or eight (8) hours, of shift overlap time for that partial calendar year.
    - ii. When a qualified Operator stops performing a shift complement role before the end of the year then shift overlap time will be prorated on a calendar year basis. For example, if a qualified Operator performs a shift complement role from January 1 until June 20, they would receive 6/12ths, or eight (8) hours, of shift overlap time for that partial calendar year.
    - iii. The effective start and end dates will be rounded off to the nearest month. For example, if a start date is from the 1<sup>st</sup> to the 15<sup>th</sup>, they would be credited for that month. If a start date is from the 16<sup>th</sup> to the end of the month they would not be credited for that month.
  4. Management has the right to determine the appropriate continuous shift rotation including twelve (12), ten (10) or eight (8) hour shifts. The appropriate thirty-five (35) day schedule notice shall be maintained.

5. Management has the right to adjust schedules within a shift rotation in order to ensure the optimum complement on each shift. The appropriate thirty-five (35) day schedule notice shall be maintained.

B. Ten or Eight-Hour Shift Employees

1. The schedule shall consist of four (4) or five (5) shifts Monday to Friday.

A normal shift shall be ten (10) or eight (8) hours and forty (40) hours shall constitute a week's work.

The starting times of shifts shall be arranged within the following hours:

Night Shift	-	between the hours of 10:00 p.m. and 12:00 a.m.
Day Shift	-	between the hours of 6:00 a.m. and 8:00 a.m.
Evening Shift	-	between the hours of 3:00 p.m. and 6:00 p.m.

2. A half (1/2) hour lunch period will be taken by employees working a day or a temporary evening or night shift between the fourth (4th) and sixth (6th) hour of the shift; if it is not possible to give an employee time off for lunch, between these hours, he shall be paid overtime for his regular lunch period at double time rates.
3. When an employee is rescheduled by the Company to work a shift with less than fifteen (15) hours off between work periods or shifts, the employee shall be paid at regular time plus eight (8) hours straight time pay for the first shift worked.
4. If an Operator is re-scheduled, with appropriate notice (see Article 13.A.2), from a ten (10) hour day to a twelve (12) hour shift, the additional hours worked two (2) shall be added to the Operator's Hour Bank (i.e. another ten (10) hour day will NOT be adjusted to an eight (8) hour day to balance the time between the two (2) days).
5. Training outside of ACC may require the need for an Operator's Shift & Schedule to be adjusted to be compatible with training agenda (days of week and/or hours per day). i.e. ten (10) hour days to eight (8) hours or eight (8) hour days to ten (10) hours.

C. Twelve-Hour Continuous Rotating Schedule Employees

1. Schedule – Operators

A normal on desk shift shall be:

- i. A normal shift shall be twelve (12) hours and an average of forty (40) hours shall constitute a week's work. In addition to the normal workweek, an additional average of two (2) hours shall be worked at straight time.
- ii. The starting time of the day shift shall be arranged between 06:00 and 08:00, night shift from 18:00 and 20:00.
- iii. The Monday night shift will be considered the start of the schedule/shift rotation.
- iv. During the four (4) week weeks one (1) through four (4) of the schedule, in recognition of the additional average two (2) hours per week worked at straight time by employees, each employee will be credited with four (4) straight time hours to their HOUR BANK every two (2) weeks.

2. Employees may be rescheduled for training and vacation absences. An Operators Shift and/or Schedule may be adjusted with the proper notice periods (see Article 13.A.2) to provide the required shift complement.
3. Training outside of AltaLink ACC may require the need for an Operators Shift & Schedule to be adjusted to be compatible with training agenda (days of week and/or hours per day). If this is required, the shift and schedule would be adjusted to maintain the normal hours originally scheduled over the adjustment period; if this is not practical, the hours would be scheduled to include extra hours to be added to the "Hours Bank". [i.e. three (3) – twelve (12) hours shifts changed to five (5) – eight (8) hour shifts (36 to 40 hours = + 4 hours to Hours Bank].
4. Additional Hours

The intent of this clause is to recognize that there may be occasions where additional hours may be added to the schedule with a minimum of thirty-five (35) days' notice. The intention that early communication occurs between the Manager and the employee to mutually seek a solution to balance the interests of the employee and the Company. Additional hours shall be scheduled for eight (8), ten (10), or twelve (12) hours unless mutually agreed otherwise between the employee and the Manager. These excess hours shall not attract overtime, subject to (1) and (2) below:

- (1) firstly, an alternate equivalent amount of time shall be scheduled by mutual agreement with the thirty-five (35) calendar days preceding the additional hours to be worked, and the end of the calendar week following the week in which the additional hours were worked;
  - (2) Or secondly, by mutual agreement, an alternate equivalent amount of time will be added to the employees Hour Bank;
  - (3) If additional hours, by mutual agreement, are not scheduled as time off or added to the employees Hour Bank, then the additional hours shall be treated as overtime and paid accordingly.
5. \*Hours Bank Time:
    - (1) The time, or portion thereof, in the HOUR BANK shall be scheduled as time off when mutually agreed. The intent of this arrangement is that hours banked in one year shall be zeroed out by April 30 of the following year.
    - (2) If Management determines that taking the Hours Bank time off may not be accommodated by April 30 of the following year, then the additional hours (or portion thereof) shall be treated as overtime and paid accordingly.

## **ARTICLE 14 – OVERTIME**

The intent of this Article is to designate working hours for which overtime rates are paid.

Overtime shall be paid at the rate of double time for all time worked outside an employee's scheduled hours of work on a regular work day, for all time worked on normally scheduled days off, and for all time worked on holidays recognized in Article 9 of this Agreement.

### **A. Scheduled Overtime**

1. Scheduled Overtime is defined as when an employee is advised while at work or outside of fourteen (14) hours prior to the work to be done that he is to work overtime.
2. If an additional trip per work day is required, the Overtime shall be treated as unscheduled.
3. Travel Time will be paid only if:
  - a. the overtime work is on the employee's scheduled day off, and the overtime worked is less than eight (8) hours
  - b. Travel time will be paid only to the extent that the combined overtime and travel time does not exceed eight (8) hours.
4. When an employee works overtime continuous with his normal day or shift then no Travel Time will apply.

### **B. \*\*Unscheduled Overtime**

1. Unscheduled Overtime is defined as when an employee is advised within fourteen (14) hours prior to the work to be done that he is to work overtime or an additional trip per work day is required.
2. Whenever there is a break between the employee's regularly scheduled hours and the work the employee is to do, he shall be paid a minimum of two (2) hour's pay at overtime rates and Travel Time if applicable.
3. When the overtime immediately follows an employee's normal day or shift, no Travel Time will apply, and no two (2) hour minimum will apply.
4. When the overtime immediately precedes an employee's normal day or shift, Travel Time to work only will apply, and no two (2) hour minimum will apply.

### **C. Travel Time**

1. When an employee is eligible for paid Travel Time, the following Travel Time guiding principles will be in effect:
  - a. Time for direct travel, from home to work and/or from work to home, shall be acceptable. Travel Time, the maximum one-way Travel Time shall be one (1) hour.
  - b. Travel Time may be extended upon agreement by Management on an instance-by-instance basis.
2. Travel Time for Training  
For Mandatory Training - If total time including travel time exceeds the scheduled hours in that day, then the travel time will be paid at the overtime rate. Schedules will be adjusted to minimize the overtime.

Mandatory Training includes any training that the employee is required to attend.

For Optional Training – If the total time including travel exceeds the scheduled hours of work in that day, travel time will not be paid for optional training, it will be on the employees' own time.

- D. No employee shall be required to work on Saturday or Sunday except at overtime rates, unless rescheduled to work a continuous rotating schedule.
- E. When an employee works overtime, they may choose to:
1. Receive pay at the overtime rate.
  - OR
  2. Bank overtime in the Vacation Overtime Bank (V.O. Bank)
    - a. Vacation Overtime (V.O.) is paid time off for actual overtime worked.
    - b. At the employee's option for each hour of overtime worked, two hours will be banked in the employee's V.O. Bank.
      - i. The employee's V.O. Bank will not exceed forty (40) hours.
      - ii. As hours are used they may be re-accumulated.
    - c. An employee must request to take V.O. time off in advance and it must be agreed to by the Manager.
      - i. Time off will not be granted if it results in overtime for that employee or for other employees.
        1. For Schedulers, requests for V.O. time off will not be granted more than 30 days in advance.
        2. For Operators, the usual time off booking process will be used.
      - ii. Time off will not be granted if it results in penalty payments due to short notice/schedule changes.
    - d. V.O. time accumulated must be taken in the same calendar year.
      - iii. Employees have the option to receive pay out for all or a portion of the V.O. Bank at any time during the calendar year it was earned.
      - iv. All banked V.O. time must be paid out prior to year end. Any V.O. time banked and not taken or paid out prior to December 31 in any year, shall be paid out to the employee at the rate at which the pay was banked.
  - OR
  3. Combination of 1 and 2 above
    - a. Employees may choose a combination of options 1 and 2, subject to the requirements described for each of these options with minimum increments of one-half (1/2) hour.
- F. Overtime work that is arranged for the convenience of employees:
1. The foregoing overtime provisions shall not be applicable
  2. This time off must be taken in lieu on a time for time basis and must be coordinated and approved by Management.
  3. Time Off in lieu MUST be taken, at a mutually agreeable time, within thirty (30) days of the overtime worked
- G. Employees shall receive two (2) hours' pay, at double time, if overtime is cancelled by the Company. The two (2) hours' overtime will not apply if the employees are informed of the cancelled overtime while at work or with (12) hours' notice.
- H. \*\*When an employee, other than a twelve (12) hour shift employee, is required to work longer than ten (10) hours on a shift and is not given sufficient notice to bring a meal, the Company shall ensure that the employee receives a meal and beverage in the first half of the eleventh (11th) hour, and every four (4) hours thereafter provided overtime is to continue. For twelve (12) hour shift employees the Company shall ensure that the employee receives a meal and beverage in the first half of the fifteenth (15th) hour, and four (4) hours thereafter provided overtime is to continue. Time spent eating such meals shall be considered as time worked.

- I. \*SLEEP TIME - An employee is eligible for sleep time when overtime is worked within eight (8) hours prior to his regular shift. Sleep time is equal paid time off for overtime actually worked, including travel time. A minimum of two (2) hours' sleep time applies if overtime commences during the eight (8) hours prior to his regular shift. Sleep time is scheduled at the beginning, or at a mutually agreed upon time during the employee's regular shift. If the employee is requested to continue work or is called back during sleep time, he shall be paid the sleep time as additional straight time pay.

An employee is not eligible for sleep time when the overtime commences within two (2) hours of the start of his regular shift.

- J. \*An employee who works eight (8) or more hours overtime within the twelve (12) hour period prior to his next shift shall be eligible for sleep time for that entire next shift.
- K. Employees who normally ride in a car pool and are required to work overtime will be accommodated by the Company, with transportation home.
- L. Twelve (12) hour shift pay for Daylight Savings Time change – Employees working the eleven (11) hour shift during the spring change will receive their normal twelve (12) hours shift pay. Employees working the thirteen (13) hour shift during the fall time change will receive their normal twelve (12) hour shift pay plus one (1) hour overtime. This one (1) hour overtime is eligible for shift differential.

#### **ARTICLE 15 – SHIFT DIFFERENTIAL**

- A. Employees working twelve (12) hour shifts will be paid Shift Differential for all hours worked between 3:00 p.m. and 7:00 a.m. Monday to Friday and all hours worked on Saturday and Sunday.
- B. Employees working evening and night shifts shall receive Shift Differential in addition to regular pay.
- C. Employees working Day Shifts eight (8), nine (9) or ten (10) hours) are not eligible for Shift Differential.
- D. \*Shift Differential will not apply to hours paid at the overtime rate except when the employee is filling a normal complement position.
- F. Shift differential is based on four and one-half per cent (4.5%) of the AltaLink Control Centre Operator 4 rate. Effective January 1, 2017 two dollars and sixty-nine cents (\$2.69) per hour; effective January 1, 2018 two dollars and seventy-five cents (\$2.75) per hour.

#### **ARTICLE 16 – STACKING OF PREMIUMS**

- A. If two (2) or more premiums apply to the same hours worked, an employee shall receive only the highest premium.

## **ARTICLE 17 – NO STRIKES OR LOCKOUTS**

- A. During the life of this Agreement, the Company shall not cause or direct any lockout of employees, and the Union or any employee shall not authorize or in any way encourage or participate in any strike, walkout, and suspension of work or slowdown on the part of any employee or groups of employees.

## **ARTICLE 18 – 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.

- A. Union/Company Labour Management meetings shall be held at the AltaLink Control Centre (three (3) meetings each year) involving designated Union representatives and Management representatives.

All of the above provisions are subject to Company operating requirements. More meeting may be conducted if required.

## **ARTICLE 19 – LEAVE OF ABSENCE**

- A. When it is necessary for an employee to make application for Leave of Absence to perform duties for any office in his Local Union or in the Parent Union, such request shall have priority over all other Leave of Absence applications being considered by the Company. The application must be made in writing through the Union to the Company. The decision of the Company shall be final, and shall be communicated to the Union in writing.

During the absence of an employee on special work of this nature, such employee shall continue to accrue seniority in his department with no decrease in status but without claim on any promotions effected during his absence on leave.

- B. During the leave of absence, the employee (or Union) shall be required to pay both the employee's and employer's share of the premiums for applicable benefits. Payment is to be made in advance and shall be based on the earnings being paid by the Union to the employee.
- C. Upon returning from the leave of absence, the employee must accept assignment by the Company to whatever work is available within the scope of the IBEW Collective Agreement, within his capabilities, however his rate of pay shall be no less than the current rate of pay for the position he held immediately preceding the leave.
- D. \*An employee on leave of absence for more than one (1) month will not accrue seniority if the reason for the leave is different than in Article 19 A.

## **ARTICLE 20 – NERC CERTIFICATION**

- A. It is incumbent on the company to provide reasonable opportunity for Operators, Schedulers and Coordinators to obtain and maintain their NERC Certification.
- B. It is incumbent on Operators and Coordinators to obtain and maintain their NERC certification including completion of training and submitting required documentation to NERC required for re-certification. Schedulers are required to obtain and maintain their NERC certification in order to be paid at Operator/Scheduler 1 or above.
  - i) If Schedulers, Operators or Coordinators who are at Operator/Scheduler level 1 or above do not maintain their NERC certification then they have three (3) months to re-establish their NERC certification. If they do not re-establish their NERC certification within three (3) months then they will immediately be paid at the Assistant Operator/Scheduler Step 7 pay rates. If Operators or Coordinators do not re-establish their NERC certification within one (1) year, their employment will be terminated for cause.
  - ii) Schedulers, Operators and Coordinators who do not have their NERC certification as of January 1, 2007 are grandfathered until December 31, 2008 to obtain their NERC certification.
- C. Operators, Schedulers and Coordinators who have current NERC certification will be paid a NERC Certification premium of twenty cents (\$0.20) per hour January 1, 2007 and an additional ten cents (\$0.10) per hour January 1, 2008 as reflected in the Salary Schedules.

## **ARTICLE 21 – SALARY PROGRESSION**

**All AltaLink examinations and assessments require a pass mark of 70% or greater.**

### **A. Operator Progression**

Assistant Operator Level 1 through 7 has a requirement of four (4) months, experience at each level plus passing examinations + satisfactory progression and assessments.

Operator 1 = Assistant Level 7 classification = + NERC Certification + satisfactory progression and performance.

Operator 2 = Operator 1 classification + 18 months' experience + pass North or South Exam + satisfactory progression and performance

Operator 3 = Operator 2 classification + 12 months' experience + pass the other North or South Exam + satisfactory progression and performance.

Operator 4 = Operator 3 classification + 12 months' Experience

## **B. Scheduler Progression**

Assistant Scheduler Level 1 through 7 has a requirement of four months experience at each level plus passing examinations and satisfactory progression and assessments.

Scheduler 1 = Assistant Level 7 classification + NERC Certification + satisfactory progression and performance.

Scheduler 2 = Scheduler 1 classification + 18 months' experience in North or South Scheduling + satisfactory progression and performance.

Scheduler 3 = Scheduler 2 classification + 12 months' experience in other North or South Scheduling+ satisfactory progression and performance.

Scheduler 4 = Scheduler 3 classification + 12 months' experience + satisfactory progression and performance.

In the event that an employee does not progress to the next salary level because they did not exhibit satisfactory progression and performance, Management must articulate the reasons in writing and communicate those reasons to the employee.

## **ARTICLE 22 – BIRTHDAY HOLIDAY**

- A. Effective January 1, 2017, employees are eligible for one additional paid day off (eight (8) hours per year) – a Birthday Holiday. Should an employee's birthday fall on a day off or a paid holiday as outlined in Article 9A, or if the employee is unable to take their birthday off due to business needs, as far as possible, employees will be granted their choice of a day off in lieu, but the right to determine the day off in lieu is reserved by the Employer in order to ensure efficient operations

## SIGNATURE PAGE

IN WITNESS WHEREOF, the Company and the Union have caused these present to be executed by their duly authorized representatives on this \_\_\_\_ day of \_\_\_\_, 2017, at Calgary, Alberta.

Signed on behalf of:


AltaLink  
Management  
Ltd.


Signed on behalf of:

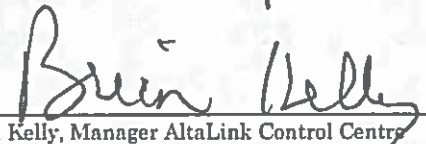
Local Union 254  
International Brotherhood of  
Electrical Workers

  
Don Richards, Director AltaLink Human Resources

  
John F. Briegel, Business Manager

  
Rick Spyker, Director AltaLink System Operations

  
Carter Woloszyn, Assistant Business Manager

  
Brian Kelly, Manager AltaLink Control Centre

  
Lindsey Hinthner, Manager AltaLink System Operations  
Engineering & Outage Scheduling

**APPROVED**  
INTERNATIONAL OFFICE - I.B.E.W.

**12/15/2017**

Lonnie Stephenson, President  
This approval does not make the  
International a party to this agreement.

**\*SALARY SCHEDULES**

	Level	Position	Effective Jan. 1 to Dec. 31, 2017					
			Hourly	Semi-Monthly	Annually	with Nerc Certification (\$0.30)		
2017	1	Assistant Operator/Scheduler	\$28.07	\$2,442.09	\$58,610.16			
	2	Assistant Operator/Scheduler	\$32.20	\$2,801.40	\$67,233.60			
	3	Assistant Operator/Scheduler	\$36.33	\$3,160.71	\$75,857.04			
	4	Assistant Operator/Scheduler	\$40.47	\$3,520.89	\$84,501.36			
	5	Assistant Operator/Scheduler	\$44.59	\$3,879.33	\$93,103.92			
	6	Assistant Operator/Scheduler	\$48.74	\$4,240.38	\$101,769.12			
	7	Assistant Operator/Scheduler	\$52.86	\$4,598.82	\$110,371.68	\$53.16	\$4,624.92	\$110,998.08
	8	Operator/Scheduler 1	\$55.26	\$4,807.62	\$115,382.88	\$55.56	\$4,833.72	\$116,009.28
	9	Operator/Scheduler 2	\$57.56	\$5,007.72	\$120,185.28	\$57.86	\$5,033.82	\$120,811.68
	10	Operator/Scheduler 3	\$58.71	\$5,107.77	\$122,586.48	\$59.01	\$5,133.87	\$123,212.88
	11	Operator/Scheduler 4	\$59.90	\$5,211.30	\$125,071.20	\$60.20	\$5,237.40	\$125,697.60
	12	ACC Coordinator	\$64.00	\$5,568.00	\$133,632.00	\$64.30	\$5,594.10	\$134,258.40
2018	Level	Position	Effective Jan. 1 to Dec. 31, 2018					
			Hourly	Semi-Monthly	Annually	with Nerc Certification (\$0.30)		
	1	Assistant Operator/Scheduler	\$28.73	\$2,499.51	\$59,988.24			
	2	Assistant Operator/Scheduler	\$32.96	\$2,867.52	\$68,820.48			
	3	Assistant Operator/Scheduler	\$37.18	\$3,234.66	\$77,631.84			
	4	Assistant Operator/Scheduler	\$41.42	\$3,603.54	\$86,484.96			
	5	Assistant Operator/Scheduler	\$45.64	\$3,970.68	\$95,296.32			
	6	Assistant Operator/Scheduler	\$49.89	\$4,340.43	\$104,170.32			
	7	Assistant Operator/Scheduler	\$54.10	\$4,706.70	\$112,960.80	\$54.40	\$4,732.80	\$113,587.20
	8	Operator/Scheduler 1	\$56.56	\$4,920.72	\$118,097.28	\$56.86	\$4,946.82	\$118,723.68
	9	Operator/Scheduler 2	\$58.91	\$5,125.17	\$123,004.08	\$59.21	\$5,151.27	\$123,630.48
	10	Operator/Scheduler 3	\$60.09	\$5,227.83	\$125,467.92	\$60.39	\$5,253.93	\$126,094.32
	11	Operator/Scheduler 4	\$61.31	\$5,333.97	\$128,015.28	\$61.61	\$5,360.07	\$128,641.68
	12	ACC Coordinator	\$65.50	\$5,698.50	\$136,764.00	\$65.80	\$5,724.60	\$137,390.40

## **Letter of Understanding #1**

### **REGARDING TERM AND TEMPORARY EMPLOYEES**

#### **INTENT**

To define term and temporary employee categories.

#### **AGREEMENT CHANGES**

The Collective Agreement between AltaLink Management Ltd. and Local Union 254 of the International Brotherhood of Electrical Workers is amended to provide for term and temporary employees as follows:

1. A "term" employee is one who is hired to fill a position for a specified duration. The duration of a term position will be no less than six (6) months and no greater than eighteen (18) months. Term employees are covered under the terms and conditions of this Collective Agreement, except Article 7, and are eligible for health and welfare benefits as provided by the company benefit plans as permanent employees.
2. A "temporary" employee is one hired to perform project or replacement work for a period of less than six (6) months. Temporary employees are covered under the terms and conditions of this Collective Agreement, except Article 7, but are not eligible for health and welfare benefits as provided by the company benefit plans.

Co-op students will be designated as temporary employees regardless of the duration of their assignment. Co-op students must be enrolled in an educational institution's work experience program with a work duration maximum of one (1) year.

3. Article 6 & 7 does not apply to term and temporary employees and therefore they do not have seniority for promotions, transfer and career development or layoff.
4. Term and temporary employees if hired permanent will have their vacation calculation date adjusted to include previous full time equivalent service.
5. Term and temporary employees may be "called-out" to work overtime if there are no qualified permanent employees available.

Accepted by:

AltaLink: \_\_\_\_\_ IBEW \_\_\_\_\_

Date: \_\_\_\_\_

## **Letter of Understanding #2**

### **REGARDING REARRANGED HOURS OF WORK FOR ACC SCHEDULERS**

Based on mutual agreement between the individual employee and Management, the following Rearranged Hours of Work may be implemented.

#### **EMPLOYEES COVERED**

ACC Schedulers & Coordinators

#### **ARTICLE 9 – HOLIDAYS**

C. In a week when one of these General holidays is observed, employees working Rearranged Hours of Work shall work the other days in the week to average 72 hours over two weeks, in accordance with the terms of Article 13A of the Collective Agreement.

#### **ARTICLE 13 – HOURS OF WORK**

##### **A. Eight Hours Shift Employees**

(1) The Rearranged Hours of Work Schedule will span two weeks and consist of: one week with four (4) shifts on consecutive days Monday to Thursday, or Tuesday to Friday; and one week with five (5) shifts from Monday to Friday. A Rearranged Hours of Work Schedule should be eight (8) shifts at nine (9) hours and one (1) shift of at eight (8) hours. These eighty (80) hours shall constitute a normal two-week schedule. The Rearranged Hours of Work shift shall start between 6:00 am and 8:00 am with a one (1) hour lunch period.

(2) Managers will determine the Rearranged Hours of Work Schedule in order to provide Monday through Friday coverage. A schedule shall be made available, and changes to the schedule require the approval of the Manager.

(3) For employees working Rearranged Hours of Work, a one (1) hour lunch period shall normally be taken. Upon mutual agreement, a one half (1/2) hour lunch period may be taken.

#### **ARTICLE 14 – OVERTIME**

A. The Rearranged Hours of Work Schedule shall become the “scheduled hours of work on a work day”. Hours worked outside the scheduled hours shall be overtime.

Accepted by:

AltaLink: \_\_\_\_\_ IBEW: \_\_\_\_\_

Date: \_\_\_\_\_

### **Letter of Understanding #3**

#### **PENSION AND BENEFITS**

The Company will provide pension and health benefits to non-union and IBEW employees, which include these general areas:

- pension
- extended health care
- dental care
- partial reimbursement for Alberta Health Care
- life insurance
- short term disability
- long term disability – employee paid
- employee assistance plan

Part-time employee benefits will vary from those of full-time employee's.

The Company will discuss any changes to the pension or benefit plans with the IBEW prior to implementation and will provide reasonable notice prior to any change being implemented.

The Company will give a minimum of six (6) months notice for any significant changes to benefits and pension, excluding changes which result from events the Company doesn't initiate, such as changes in government or regulatory legislation or policy, changes resulting from changes from benefit or pension providers, or changes resulting directly or indirectly from events outside of the Company's control, including changes in pension plan assets.

The Company will contribute to the pension, for each employee, an amount at least equal to the employee's contribution.

Accepted by:

AltaLink: \_\_\_\_\_ IBEW: \_\_\_\_\_

Date: \_\_\_\_\_

## **Letter of Agreement #4**

### **IBEW TRANSFER EXPENSES**

Part 1 When an employee is transferred at the request of the Company or is transferred as a result of being the successful bidder for a posted job, the following shall apply, provided the employee moves within one (1) year from the date of transfer and the position bid is assessed by the Company to add value to the employee and the Company.

**a. Travel and Living Expenses of Employee and Members of Employee's Family**

1. Any trips that an employee makes to investigate a vacant position will be at the employee's expense and on his own time.
2. One (1) round trip to the new location for the employee (and spouse, if applicable) to locate suitable permanent accommodation, including mileage, meals and three (3) nights' lodgings.
3. Transportation to the new location for the employee and one (1) round trip later, if the employee is married, to transport his family. Transportation expenses will be limited to bus fare or payment for the use of the employee's personal car at the current Company car allowance rate.
4. Lodging and meals, if required, for the employee and his family while enroute to the new location.
5. After reaching the new location, reimbursement will be limited to living expenses, including lodging and meals for the employee and members of his family until relocation or up to a maximum of fourteen (14) days, whichever is the shorter period of time.
6. Telephone, parking and gratuity expenses directly involved with the move.

**b. Moving of Household Furnishings**

1. Cost of packing, moving and unpacking normal household possessions being moved from the employee's former principal residence to the employee's new location.
2. Cost of insurance for normal household possessions while being moved or held in storage.
3. Cost of storage up to sixty (60) days when an employee is required to vacate their old residence before being able to occupy suitable accommodation at the new location. When the senior supervisor has been advised and agrees that the original accommodation is unsatisfactory for permanent living quarters, allowable expenses will include the cost of a second move up to a maximum of one hundred dollars (\$100.00).

**c. Miscellaneous Transfer Expenses**

Payment of up to a maximum of seven hundred dollars (\$700.00) to cover actual miscellaneous expenses resulting from a transfer, but not to include replacement of drapes and/or rugs. Receipts are not required by the Company for miscellaneous expense claims of two hundred dollars (\$200.00) or less. If claims are in excess of two hundred dollars (\$200.00) receipts are required for all expenses claimed.

**d. Duplicate Housing Expenses**

Allowable expenses will consist of the following items, if duplication of costs occur:

1. Interest on mortgage or equivalent financing at former principal residence.
2. Real estate taxes at former principal residence.
3. Utility accounts at former principal residence.
4. House, garage and locker rent.
5. Room and board.

These expenses will be allowed from the date the employee begins to incur duplicate expenses and will continue up to a maximum period of three (3) months or until duplicate expenses stop, whichever is the shorter period.

**e. Expenses Incurred on the Sale and Purchase of a Transferred Employee's Principal Residence**

1. Actual brokerage fee to a licensed realtor up to a maximum of seven percent (7%) of the first \$100,000 and three percent (3%) on the balance of the selling price of the employee's principal residence, providing the home is sold within three (3) months of the transfer. If the residence is not sold within three (3) months, the brokerage fee to be paid will be based on an appraisal at the time of transfer or the actual sale price, whichever is the lower. The brokerage fee is to be supported by receipts.
2. Actual legal expenses up to a maximum of the tariff schedule of the Law Society of Alberta providing the fees are supported by receipts.
3. Actual lender-assessed interest penalty upon breaking a first mortgage up to a maximum of three (3) months. The penalty fee is to be supported by receipts.

**f. Interim Financing**

In cases where an employee must purchase a residence at the new location before having realized equity from the sale of the employee's former principal residence, the Company will pay the interest on interim financing for a period not to exceed ninety (90) days.

The amount of interim financing on which the Company will pay interest will be a maximum of the equity in the former principal residence that is being sold (equity being the guaranteed price less any mortgages and/or loans and less one and one-half percent (1.5 %) of the guaranteed price to cover closing adjustments)

**g. Exceptions**

When extraordinary or unforeseen circumstances arise, exceptions may be allowed to the above policy, but at the sole discretion of the Company.

Part 2 When an employee is transferred at the request of the Company or is transferred as a result of being the successful bidder for a posted job, the following shall apply provided the employee moves within one (1) year from the date of transfer and the position bid is assessed by the Company not to add value to the employee or the Company.

**a. Travel and Living Expenses of Employees and Members of Employee's Family**

1. Any trips that an employee makes to investigate a vacant position will be at the employee's expense and on his own time.
2. Transportation to the new location for the employee and one (1) round trip later, if the employee is married, to transport his family. Transportation expenses will be limited to bus fare or payment for the use of the employee's personal car at the current Company car allowance rate.
3. Lodging and meals, if required, for the employee and his family while enroute to the new location.
4. After reaching the new location, reimbursement will be limited to living expenses, including lodging and meals for the employee and members of his family until relocation or up to a maximum of fourteen (14) days, whichever is the shorter period of time.
5. Telephone, parking and gratuity expenses directly involved with the move.

**b. Moving of Household Furnishings**

1. Cost of Packing, moving and unpacking normal household possessions being moved from the employee's former principal residence to his new location.
2. Cost of insurance for normal household possessions while being moved or held in storage.
3. Cost of storage up to sixty (60) days when an employee is required to vacate his old residence before being able to occupy suitable accommodation at his new location.

When the senior supervisor has been advised and agrees that the original accommodation is unsatisfactory for permanent living quarters, allowable expenses will include the cost of a second move up to a maximum of one hundred dollars (\$100.00).

**c. Miscellaneous Transfer Expenses**

Payment of up to a maximum of seven hundred dollars (\$700.00) to cover actual miscellaneous expenses resulting from a transfer, but not to include replacement of drapes and/or rugs. Receipts are not required by the Company for miscellaneous expense claims of two hundred dollars (\$200.00) or less. If claims are in excess of two hundred dollars (\$200.00) receipts are required for all expenses claimed.

**d. Duplicate Housing Expenses**

Allowable expenses will consist of the following items, if duplication of costs occur:

1. Interest on mortgage or equivalent financing at former principal residence.
2. Real estate taxes at former principal residence.
3. Utility accounts at former principal residence.

4. House, garage and locker rent.
5. Room and board.

These expenses will be allowed from the date the employee begins to incur duplicate expenses and will continue up to a maximum period of three (3) months or until duplicate expenses stop, whichever is the shorter period.

**e. Exceptions**

When extraordinary or unforeseen circumstances arise, exceptions may be allowed to the above policy, but at the sole discretion of the Company.

**TRANSFER EXPENSES - MOBILE HOMES**

When an employee is transferred at the request of the Company or is transferred as a result of being the successful bidder for a posted job, the moving of a mobile home and eventual reimbursement will be at the most competitive rate based on estimates received from three (3) carriers. All proposed moving arrangements will be approved by the applicable supervisor.

Persons transferred under the provisions of this policy are eligible for reimbursement, as outlined below, provided the employee moves within one (1) year from date of transfer.

**a. The Following Are Considered Allowable Expenses in the Moving of a Mobile Home**

1. The towing by one (1) tractor unit of a single width mobile home and by two (2) tractor units for a double width mobile home from the employee's former location to his new location.
2. The unblocking, packing, reblocking, separation, rejoining of the mobile home and the rental of wheels.
3. Dead mileage charges where no local moving firm is available and the moving must be contracted to a firm from another city.
4. Pilot car service as required by law.
5. Insurance for the mobile home and for normal household possessions, while being moved, where sufficient insurance is not provided by the moving firm.
6. Temporary parking, up to a maximum of ninety (90) days, of the mobile home at the new location when an employee is required to vacate his old location and is unable to immediately secure permanent mobile home rental space.
7. Payment of up to a maximum of seven hundred dollars (\$700.00) to cover actual miscellaneous expenses resulting from a transfer, but not to include replacement of drapes and/or rugs. Receipts are not required by the Company for miscellaneous expense claims of two hundred dollars (\$200.00) or less. If claims are in excess of two hundred dollars (\$200.00) receipts are required for all expenses claimed.
8. Auxiliary transportation for such items as: fuel tanks, blocks, skirts, sheds, fences and porches, up to fifty percent (50%) of the hauling cost of a single width mobile home (see item 1 above).

**b. Travel and Living Expenses of Employee and Members of Employee's Family**

1. Transportation to the new location for the employee and one (1) round trip later, if the employee is married, to transport their family. Transportation expenses will be limited to bus fare or payment for use of the employee's personal car at the current Company car allowance rate.
2. Lodging and meals, if required, for the employee and their family while enroute to the new location.
3. After reaching new location, reimbursement will be limited to living expenses, including lodging and meals for the employee and members of the family until relocation or up to a maximum of fourteen (14) days, whichever is the shorter period of time.
4. Telephone, parking and gratuity expenses directly involved with the move.

**c. Exceptions**

When extraordinary or unforeseen circumstances arise, exceptions may be allowed to the above policy but at the sole discretion of the Company.

Accepted by:

AltaLink: \_\_\_\_\_ IBEW: \_\_\_\_\_

Date: \_\_\_\_\_

## Letter of Understanding #5

### **RETIREE RETENTION UNIQUE WORK ARRANGEMENTS**

The intent of this Letter of Understanding is to recognize that it is AltaLink's desire to accommodate individual IBEW employee needs with unique work arrangements, in particular those employees who are eligible for retirement. These Retiree Retention Unique Work Arrangements (RRUWA) may be approved by Management provided they meet business needs. In determining if a RRUWA meets business needs, Management will consider the individuals skills, competencies and attitudes as well as the position requirements. These arrangements must be made prior to the employee taking retirement.

Further to this, the following would apply:

- The IBEW, the employee and Management will work collaboratively on the specific terms of the RRUWA
- RRUWA will be entered into by individual employees and Management on a voluntary basis.
- It is not the intent to violate any terms of the Collective Agreement. In any event, an exception to any terms of the Collective Agreement that is not generally covered by this letter of understanding requires the approval of the IBEW.
- As the RRUWA is meant to accommodate specific individual needs they are not subject to job posting provisions.
- RRUWA may include, but is not limited to the following:
  - Reduced hours of work (e.g. part-time)
  - Flexible work hours or days
  - Telecommuting
  - Job sharing
  - Different roles (e.g. mentoring role)
  - Extended leave of absence
  - Seasonal or project work
  - Casual or irregular hours of work
  - Duty modifications to retain or transfer knowledge and skills
  - Terms may include trial periods

The Parties agree that this Letter of Understanding does not give employees the right to unique work arrangements either based on employee wishes, having reached retirement eligibility or approval of RRUWA for other employees. Unique work arrangements are special cases mutually agreed to by the employee the Company and the IBEW.

Accepted by:

AltaLink: \_\_\_\_\_ IBEW: \_\_\_\_\_

Date: \_\_\_\_\_

## Letter of Understanding #6

### **SHORT TERM INCENTIVE PAY (STIP)**

STIP is a non-guaranteed lump sum payment that will be paid based on results achieved in corporate goals determined by AltaLink Management Ltd. This payout will be subject to the following conditions:

- a) STIP is non-guaranteed. The minimum payout is 0, the target level payout is 7.5% and the maximum payout is 10% of eligible base pay as per the STIP policy.
- b) STIP are pensionable eligible earnings.
- c) STIP, at 7.5% target, is part of the total compensation market comparison which is the prime salary rate comparison to market.
- d) STIP will be provided for the term of the contract, STIP is intended to be an ongoing part of IBEW total compensation provided it is included in AltaLink's approved revenue requirement.
- e) STIP corporate goals and targets are the same for non-Union employees and IBEW employees, with the exception that IBEW employees will not have an individual goal. The weighting for the individual goal will be distributed amongst the corporate goals at AltaLink's Management's discretion.
- f) It is the accountability and sole discretion of AltaLink Management and Board of Directors to determine STIP design, corporate goals, weightings, set measures and final results.
- g) STIP is subject to the conditions in the Short-Term Incentive Pay policy and is subject to change. The STIP policy may be modified at Management discretion.

Accepted by:

AltaLink: \_\_\_\_\_ IBEW: \_\_\_\_\_

Date: \_\_\_\_\_

### **1. AltaLink/IBEW Article 2 - D**

Article 2 B of the IBEW Collective Agreement states that dues deductions start in the month following the month of hire or transfer into IBEW. This means regardless of the start date in the current month, the employee will have a full dues deduction the following month. In this way employees will not be paying a full month's deduction when hired part way through the month.

Employees who are on LTD are paid by the benefit carrier and therefore dues will not be submitted by the company to the Union, on their behalf.

### **2. AltaLink/IBEW Article 6 - A**

The intent of the probation period is to provide Management time to assess the employee's competence, fit for the job, etc. in order to determine if they will be successful in that role. When the employee is sick, Management is unable to assess the employee. Therefore, sick time is not considered part of the total six (6) months working time for probation. Sick time is not considered a break in service.

Example:

An employee has been at work for 2 months since they were hired at AltaLink. They then go on Short Term Disability for 5 months and then return to work. On return to work, they will be required to work another 4 months before completing their probation period.

### **3. AltaLink/IBEW Article 8 - E**

The intent of this letter is to clarify the payment of mileage expenses at AltaLink. The following are examples of this application:

An employee lives in Cochrane and works at the Control Center. He attends a training session in North West Calgary. The distance to the training session is less than he normally travels to the Control Center. He is not eligible for mileage expense reimbursement because he has not incurred a mileage expense beyond what he would normally have.

An employee lives in Cochrane and works in the Control Center. The employee attends the same training session in Red Deer. The employee is eligible for mileage expense reimbursement because he has incurred an expense beyond what he would normally have.

An employee lives in Cochrane and works at Control Center. The employee volunteers for a temporary work assignment at Strathmore. The employee would be eligible for reimbursement of a mileage expense that is beyond what he would normally have. If, depending on his home location, there is no additional mileage, then he would not be eligible for any reimbursement.

An employee attends a half-day session in Airdrie and then travels to the Control Center. He would be eligible for reimbursement for mileage beyond what he would normally have in traveling to the Control Center.

An employee who is assigned to take two days of mandatory training in Edmonton can claim mileage from the Control Center to the place of training in Edmonton and return. Because the training is mandatory and the employee has no say as to whether or not he attends he shall fall under Clause 8C. The same employee as in above volunteers after being asked to take non-mandatory training in Edmonton will be reimbursed for mileage over and above what he would have traveled would he have attended work at the Control Center for the two days.

#### **4. AltaLink/IBEW Article 9 - G**

##### **General Holiday pay for continuous rotating schedule employees**

It is within Managements right to make the decision as to whether or not employees will work the General Holiday or take the General Holiday off and this decision will be made on the basis of business needs. Management will ensure that the decision as to whether or not the General Holiday is worked is made well in advance (minimum of 35 days) to allow employees sufficient time to plan their personal lives. Employees working the General Holiday will receive in addition to their monthly salary double time pay for all hours worked on the General Holiday. If the decision has been to work the General Holiday, in situations where the Company has declared another day in lieu of the General Holiday which falls on a Saturday or Sunday the employee will receive double time pay for the General Holiday rather than the day declared in lieu and the lieu day becomes a regular work day.

The 24-hour continuous rotating shift employees follow a regimented cyclic schedule. If a GENERAL Holiday falls on a normal work day, and if the employee desires and the situation allows, the employee may take this shift OFF as a GENERAL Holiday.

It shall NOT be the practice of the company to force one to take the GENERAL Holiday shift off to save the overtime costs. Likewise, if an employee is taking the associated shifts OFF as vacation or ERD, they shall NOT work the GENERAL Holiday shift just to earn the overtime. We need to consider how the General Holiday affects the person and the reason for the continuous rotating shift. If the employee is losing a long weekend because he is working the continuous rotating shift, I don't think we should then give him the Monday off, if that is the General Holiday, so we save the overtime. It seems to me that the employee ends up with much less of a benefit than someone who had the long weekend. It may be different for a General Holiday that falls midweek and everyone only has the benefit of one day off. However, even then we need to consider if it is appropriate not to work the employee. After all the idea of the continuous rotating shift is to have ongoing coverage and perhaps the overtime for working the General Holiday helps to offset the lost weekends when the employee has to work them. On other hand if there is no work to do, we shouldn't be bringing someone in just because we feel obligated to give them General Holiday overtime.

##### **Example:**

If Joe is on night shift and Monday is a GENERAL Holiday, thus Sunday night shift is the General Holiday OT shift, Joe would not see any similar General Holiday benefit to that of a non-shift worker if he was forced to have the Sunday night shift OFF. By having the one day off of the weekend, he would not be able to coordinate any activities with the rest of the community. Alternately, if Joe was taking the Friday and Saturday shifts off as vacation or ERD, he should not be working the Sunday night shift just to reap the overtime benefits.

During a length of vacation taken that includes a GENERAL Holiday that General Holiday will be defined as a GENERAL Holiday off.

#### **5. AltaLink / IBEW Article 9 - G - 3**

Just like 12-hour shift employees who receive this extra day's pay, it would be paid as additional straight time pay, 'General Holiday not worked'. The 10 or 8-hour shift employee would receive 8 hours 'General Holiday not worked' for a General Holiday falling on an 8-hour day, 9 hours on a 9-hour day, 10 hours on a 10-hour day and 12 hours on a 12-hour day.

## **6. AltaLink/IBEW Article 10 - C**

### **Shift Vacation - Entitlement:**

As agreed, effective January 1, 1999, 24-hour continuous shift vacation will be accrued on a calendar year basis rather than on a shift service date basis. Their 24-hour continuous shift vacation eligibility date will be based on the calendar year as opposed to the shift service date year. The net effect of this change for employees is that they will receive the benefit of their 24-hour continuous shift vacation sooner in the year.

The benefit to both the company and employees is a more consistent application of vacation based on the calendar year which will make administration simpler to do and understand.

i.e.: Shift workers will receive entitlement to their first 8 hours Shift Vacation January 1 of their 2<sup>nd</sup> anniversary year, 16 hours January 1 of their 3<sup>rd</sup> anniversary year, ...

Unlike regular vacation, employees who are accruing extra vacation through 24-hour continuous rotating shifts in the current year will take it in the following year.

If the employee leaves the company, the shift vacation entitlement shall be derived to the shift service date.

### **Shift Vacation - Change to Non-Shift Position:**

The following explains the vacation entitlement calculation for 24-hour continuous rotating shift workers transferring to a permanent day shift assignment. This same calculation is used to determine the amount of payout of 24-hour continuous rotating shift workers vacation for employees who terminate.

After 4 years of continuous shift service, employees working a 24-hour continuous rotating shift are entitled to an additional 40 hours of vacation time over and above their regular vacation entitlement. Workers who have not completed 4 years of performing 24-hour continuous rotating shifts would be entitled to a portion of 40 hours dependent on the number of years of service.

Upon accepting a permanent day shift assignment, the employee would no longer be entitled to the extra vacation time available to shift workers. The employee would be entitled to the full 40 hours of shift worker vacation time in the year of transfer. In the year following the transfer, the employee would be entitled to a portion of the 40 hours in proportion to the amount of the year he worked on shift.

Examples:

Shift worker has worked more than 4 years on rotating shift:

The shift worker was entitled to 40 hours of extra vacation time. The worker accepts a permanent day shift assignment beginning September 1.

The employee would be entitled to  $8/12 \times 40 \text{ hours} = 26.7 = 27 \text{ hours}$  in the year following transfer.

Shift worker has worked 1 full year on rotating shift:

The shift worker was entitled to 16 hours of extra vacation time. The worker accepts a permanent day shift beginning September 1.

The employee would be entitled to  $8/12 \times 16 = 10.7 = 11 \text{ hours}$  in the year following the transfer.

If an employee returns to shift work from permanent day shift he starts accruing at the rate he was at when he left shift work. For example, an Operator with 40 hours of entitlement becomes a Scheduler for 5 years then returns to be an Operator. He would begin to accrue at the rate of 40 hours per year (prorated for the portion of the year he works shift work) for use in the following calendar year.

#### **7. AltaLink/IBEW Article 10 - D**

The agreement requires that employees will be given consideration for a minimum of two consecutive weeks' vacation during the prime-time vacation period of July and August. If an employee makes a request the Company will endeavour to accommodate this request. The two consecutive weeks is intended to mean 14 calendar days off.

Generally, the practice has been that as many employees as possible would be accommodated in the summer months given the company requirements for efficient operations.

#### **8. AltaLink/IBEW Article 10 - E**

The intents of this article is that AltaLink will give new hires some "credited years of service" for vacation purposes only up to a maximum of their related industry experience.

- The number of years of service they are credited with will typically be much less than their related industry experience. i.e. it is not 1-year credited service for each 1-year industry experience.
- What is determined as related industry experience will be a judgment decision as to how much of their previous position is relevant to the position applied for. Generally, work experience in the high voltage industry in other electric utilities will be considered related industry experience, but it must be determined on an individual basis. Years of credited service are determined at time of hire only.

#### **Examples:**

1. A new hire has 4 years' experience in a warehouse at TransAlta, 9 years' experience as a lineman at Fortis and 12 years' experience at BC Hydro as an operator in their control center. The 4 years' experience at TransAlta in the warehouse will not be considered as it is not applicable for the operator position they have applied for. The 9 years' experience as a lineman may be considered as 4-5 years as it is somewhat relevant but not completely and the 12 years as an operator in the control center may be considered as 12 years. In total, they were considered to have about 16 to 17 years related experience and therefore were credited with 7 years of service, therefore earning vacation at the rate of 4 weeks per year upon hire.
2. A new hire has 10 years' experience as a foreman on a construction crew and 11 years' experience as a control center operator. They are being hired into the coordinators position. Because the years' experience as a foreman is directly related to the leadership role of the coordinator position all 10 years in the foreman role is considered relevant industry experience as is the 11 years' experience as a control center operator for a total of 21 years. They were credited with 7 years of service, therefore earning vacation at the rate of 4 weeks per year upon hire.

## **9. AltaLink/IBEW Article 12 - D**

The Company will inform the Union of temporary assignments for IBEW employees including the expected duration. The Company will update the Union if the duration need should change.

## **10. AltaLink/IBEW Article 12 - D**

We have agreed, in negotiations with IBEW, to a new pay practice for employees assigned to temporarily replace an out of scope position. Employees will receive developmental pay (acting pay) when doing this temporary coverage and they will remain in IBEW. All terms and conditions of the IBEW Collective Agreement will apply which means employees will continue to receive their current certificate pay, shift differential and be eligible for overtime. The new developmental pay will be used in place of the previous practice of temporarily moving employees out of scope to replace operations supervisors. The decision to assign an employee and the amount of developmental pay will continue to be determined by the company.

This pay practice is effective within the current agreement. The amount employees will receive when assigned to temporarily replace an out of scope position will be ***ACC Coordinator plus 5%***

## **BACKGROUND**

The present practice of moving employees out of scope for temporary assignments became a concern when IBEW declared that employees who leave the Bargaining Unit would lose their seniority. As a result, the company made this one of the issues for discussion in negotiations. The result of the negotiation was to create an in scope developmental pay.

It is to be used in the System Control Centre when the company has a need to temporarily replace an out of scope position.

It is important to note that this is a pay practice change and not a change in the process of who is assigned. These should continue to be developmental opportunities for interested employees who have been identified as potential supervisors and therefore offers the opportunity for both the employee and the company to assess the role.

One distinction does result with the employee remaining in IBEW. They will not have the authority to hire, fire or discipline. They will be involved in performance related issues and be expected to bring them to the attention of the employee and to a supervisor if they go uncorrected. The ultimate decision-making authority on discipline will remain with an out of scope supervisor.

## **PAY PROCESS**

The pay process will continue to require an Employee Change Form to provide Acting Pay for the difference between the employee's base pay and the new acting rate.

As stated earlier, employees will remain in IBEW and continue to be overtime eligible, and where applicable receive shift differential and certificate pay.

## **11. AltaLink/IBEW Article 13 - A2**

Shift change notice, whether it is 10 or 35 days, is intended to look after the concern created by constant changing of employees' shift schedules and days off on short notice. Shift change notice penalties do not apply when an employee initiating a shift or schedule change due to a transfer or job posting.

## **Examples of Shift Change Notice Applications**

- An employee is told by his supervisor that he will be moving from A crew to B crew in a compliment positions. The Company has initiated this move and therefore the short notice penalties, including the 35-day clause, apply.
- An employee receives a promotion from a posting (Article 7). As much notice as possible should be given, however since the employee has initiated this move the short notice penalties, including the 35-day clause, do not apply.
- An employee goes on a temporary assignment or project. In cases where it is employee initiated, as much notice as possible should be given, however the short notice penalties, including the 35-day clause, do not apply. In cases where it is Company initiated, the notice penalties would apply.

### **12. AltaLink/IBEW Article 13 - A2**

The intent is to clarify the interpretation of shift change notice for changing an employee's start time. An agreement exists between AltaLink/IBEW and is as follows:

Ten days' notice is required to change an employee's start time. If 10 days' notice has not been given then the first 2 shifts of the new schedule (start times) are paid at overtime rate which is regular time plus 1X overtime.

Provide written shift change notice as soon as possible, effective 10 days from time of notice.

### **13. AltaLink/IBEW Article 13 - A2 - iv**

Nov 1 – initial communication

Nov 20 - confirmation communication

#### **Examples**

##### **Schedule change for Dec 1**

- penalty applies
- 35 days' notice not provided by initial communication

##### **Schedule change for Dec 6**

- penalty applies
- confirmation communication did not occur 21 days prior to change

##### **Schedule change for Dec 12**

- penalty does not apply
- initial communication occurred at least 35 days prior to change
- confirmation communication occurred at least 21 days prior to change

#### **Shift Change**

Nov 1 – initial communication

Nov 5 - confirmation communication

#### **Examples**

##### **Shift change for Nov 9**

- penalty applies
- 10 days' notice not provided by initial communication

##### **Shift change for Nov 11**

- penalty applies
- confirmation communication did not occur 7 days prior to change

#### **Shift change for Nov 14**

- penalty does not apply
- initial communication occurred at least 10 days prior to change
- Confirmation communication occurred at least 7 days prior to change

#### **14. AltaLink/IBEW Article 13 - A3**

The 16 hours of Hour Bank Time for Shift Overlap shall be allotted to Operators who perform Shift Complement Roles through the year. It is expected that ALL crew complement operators will participate in the Crew Turnover activities. An Assistant Operator on Shift in an over complement role (Training Operator) is not expected to participate in Shift Turnover Overlap, therefore is not entitled to the 16 hours.

An Operator will be considered to have stopped performing a shift complement role, and therefore no longer earning Shift Overlap hours, when they:

- Leave the Company, or
- Move to a Scheduler or Coordinator position, or
- Move to a long term non-shift assignment of 2 months or more.

When moving to a Scheduler or Coordinator position or to a long term non-shift assignment, occasional shift coverage will not be considered as having filled a shift complement role.

An Operator is considered to be continuing in a shift complement role, and therefore earning Shift Overlap hours, when they are performing a non-shift role for less than 2 months.

#### **15. AltaLink/IBEW Article 13 - B5**

The intent is that banked time is used as time off and that every reasonable effort should be made to avoid invoking clause 13-C-5-2. The Operators must make every reasonable attempt to book time off in order to ensure their hour bank is zeroed by April 30. Management must make every reasonable attempt to accommodate the requested time off.

#### **16. AltaLink/IBEW Article 14 - B & H**

The intent of this clause is that meals are provided in situations where the employee has not had enough notice of the overtime to bring a meal. Employees are expected to bring a meal when they have been given enough advance notice of the overtime. Notice while at work for overtime immediately following the workday would not be sufficient notice because the employee has not had the opportunity to bring an extra meal to work. It is also recognized that there may be individual cases where employees have been given notice but certain circumstances, such as the time of day, did not allow the employee to prepare a meal to bring to work. The company will provide a meal in these cases.

#### **17. AltaLink/IBEW Article 14 - B & H**

Article 14 H (11th hour meal) ... The last sentence of the clause says "Time spent eating such meals shall be considered as time worked. In cases where the employee is expected to bring his own meal, I believe the language in the Collective Agreement would still require us to pay for the time spent eating such meal. Although the Collective Agreement does not spell the amount of time out, the practice has been to provide a 1/2-hour meal break.

## **18. AltaLink/IBEW Article 14 - I & J**

This clause applies to sleep time. Sleep time applies to travel time related to the overtime; to all overtime not just call-out; and to all shifts not just day shift. Although the clause does not state it specifically, it is understood that employees are not eligible for sleep time when they volunteer for overtime while on paid leave, such as vacation or V.O. because they have chosen to work the overtime. The purpose of sleep time is for safety, to ensure employees have received adequate rest before returning to work and an employee on paid leave is not returning to work creating a safety concern. Such, sleep time will be interpreted to mean that the employee receives the total sleep time at home and then he travels to work.

The following is an example:

An employee gets called into work at 1:00 a.m. He takes 1/2 an hour to drive in and works for 2 hours. He then takes 1/2 an hour to drive home. He arrives home at 4:00 a.m. The total paid overtime is 3 hours and the total sleep time is 3 hours. Assuming the same 1/2 travel time into work and a normal 7:30 a.m. start time, the employee would leave home after 3 hours sleep time, 10:30 a.m., and then travel to work, arriving at 11:00 a.m.

The above application is intended to provide the employee with the sleep he missed and is based on a concern for safety. The same level of concern does not occur in cases where the employee remains at work and receives additional pay or where he uses the time off later in the day. In these cases, the employee would receive the actual sleep time amount. The following are examples of this:

An employee gets called out at 5:00 a.m. and the job requires that he work straight through his entire work day. The employee has a normal 7:30 a.m. start and therefore is eligible for 2 1/2 hours sleep time. Because he did not take the time off, he would receive 2 1/2 hours additional straight time pay. If the job did not require the employee to work his entire normal shift, he and the supervisor would agree to him taking the 2 1/2 hours off at a mutually agreed time during the shift, (e.g. the last 2 1/2 hours).

## **19. AltaLink/IBEW Article 15 - D**

The clause provides for payment of shift differential on hours paid at the overtime rate for operators filling a normal complement position, this shall not be deemed as 'stacking of premium or penalties' (see Article 16). It also applies to normal day and support employees when working evening or night shifts as part of their regular 40-hour work week. This would occur in two different situations:

When an employee has not been given sufficient shift change notice and is receiving the lack of notice premium in addition to his regular rate of pay.

When an employee is working an evening or night shift on a General Holiday.

## **20. AltaLink/IBEW Article 19 - D**

This clause sets out the application of IBEW seniority for employees who take a leave of absence for reasons other than covered in Article 19 A. The employee will not accrue seniority if the leave of absence is greater than 1 month. This means the employee's IBEW seniority date will be adjusted so when he returns to work, his seniority will not include the duration of time off while on the leave, (e.g. a 10-year employee takes a 6 month leave of absence, when he returns to work he will still have 10 years seniority).

## **21. AltaLink/IBEW Article 20 – NERC Certification**

- A. It is incumbent on the company to provide reasonable opportunity for Operators, Schedulers and Coordinators to obtain and maintain their NERC certification.
- B. It is incumbent on Schedulers, Operators or Coordinators to obtain and maintain their NERC Certification including completion of training and submitting required documentation to NERC required for re-certification.
  - i. If Schedulers, Operators or Coordinators who are at Operator/Scheduler 1 or above do not maintain their NERC certification then they have 3 months to re-establish their NERC certification. If they do not re-establish their NERC certification within 3 months then they will immediately be paid at the ASSISTANT Operator/Scheduler Level 7 pay rate. If Operators or Coordinators do not re-establish their NERC certification within 1 year, their employment will be terminated for cause.
- C. Operators, Schedulers and Coordinators who have current NERC certification will be paid a NERC certification premium as reflected in the Salary Schedule.