



COLLECTIVE AGREEMENT

BETWEEN

TRANSALTA GENERATION PARTNERSHIP (TAGP)

AND

**LOCAL UNION 254 OF
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW)**



EFFECTIVE JANUARY 1, 2017 TO DECEMBER 31, 2019

AGREEMENT

Effective January 1, 2017

between

TRANSALTA GENERATION PARTNERSHIP

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”

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ARTICLE 1 - EFFECTIVE DATE AND TERM OF AGREEMENT

- A. This Agreement shall remain in full force and effect from January 1st, 2017 to December 31st, 2019.
- 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 31st, 2020, and so on for each succeeding yearly period until such time as the required notice has been given.
- D. Written memorandum and understandings, mutually agreed to, shall be reviewed at the expiration of this Agreement.
- E. The Agreement may be modified during the active term with mutual consent of the Company and the Union.

ARTICLE 2 - RECOGNITION AND UNION SECURITY

- A. The Company recognizes the Union as the exclusive bargaining agency for all employees in the bargaining unit established by the Alberta Labour Relations Board Certificate # 234-2009 and 235-2009 who are in classifications covered by this agreement.
- B. For all employees in classifications that become within the scope of this Agreement, the Company shall deduct Union dues and assessments and remit them to the Union, whether or not the employee is a Union member. The amount of such dues and assessments shall be determined by the Union, and the Union shall notify the Company in writing 30 days prior to any change in these amounts.
- C. All dues and assessments shall be deducted monthly by the Company from the employees pay and shall be remitted to the Union by electronic fund transfer to the Union's bank account not later than thirty (30) calendar days after the deductions have taken place.
- D. The Company shall send the Union a list of employees' names and associated deductions as per the above no later than thirty (30) calendar days after the deductions have taken place.
- 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, and classify employees. The Union further recognizes the right of the company to demote, discharge, suspend, or otherwise discipline any employee for just cause, subject to the right of the grievance procedure as provided in Article 5 and to Article 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 by both parties. Should an employee feel he has been unfairly treated or has a complaint, he may discuss this at any phase of his employment with his Supervisor and may, if he so desires, arrange for a Union representative to be present.

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.

A. Step One

Prior to processing a formal grievance (Step One) a conversation must take place between the employee, his union steward, and his immediate supervisor with the intent of resolving the issue. Communications in this meeting shall be documented and should differences in interpretation, application, operation or alleged violation of this Agreement not be resolved the documentation shall be forwarded with the formal grievance at Step Two.

B. Step Two

Should the Union or any employee feel there is a grievance it shall be presented in writing to the appropriate Department Manager, within twenty-one (21) calendar days of the incident giving rise to the grievance. For selection grievances, it shall be presented by the employee to the appropriate Department Manager with the vacancy. The Department Manager or his appointee shall meet with the employee in the presence of the Shop Steward, and give his decision in writing, with a copy to the Union, within twenty-one (21) calendar days of receipt of the grievance.

C. Step Three

If a satisfactory settlement is not reached at Step Two, the Business Manager of the Union, or his appointee, shall, within twenty-one (21) calendar days of receipt of the answer at Step Two, meet and discuss the grievance with the appropriate Managing Director of the Company, or his appointee. The Managing Director, or his appointee, shall give his decision, in writing, with respect to the grievance, within twenty-one (21) calendar days of the meeting with the Union's representative.

D. Step Four

If a satisfactory settlement is not reached in Step Three, the Union shall, notify the Company in writing within twenty-one (21) calendar days of receipt of the answer from the Managing Director, or his appointee, of its desire to submit the difference to arbitration. The arbitration process will normally be the use of a single arbitrator. The notice shall contain a statement of the difference. The parties shall, within twenty-one (21) calendar days, agree on an arbitrator.

Should either party choose to have the issue heard by an arbitration panel, they shall notify the other party by written notice within fourteen (14) calendar days of receiving notice of advancement to arbitration. Such written notice shall contain the name of the appointee to the board. The parties shall, within twenty-one (21) calendar days, agree on an arbitrator.

If the parties fail to agree on an arbitrator within the time limit, the appointment shall be made by the Director of Mediation 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 Arbitration Board by its decision shall not alter, amend or change the terms of this Agreement.

The two parties shall bear equally the expense of the arbitrator.

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.

E. Policy Grievances

A Policy Grievance is a grievance filed by either the Union or the Company that is general in nature and for which a general remedy is sought.

A Policy grievance will be submitted in writing by the Union directly to Human Resources. In the case of the Company filing a policy grievance, it shall be submitted to the Business Manager of the Union.

The Company and Union will arrange to meet to discuss the grievance in an effort to resolve the matter. Should the matter not be resolved, either party may advance the grievance to arbitration within 30 calendar days in accordance with Step Four of the grievance process.

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, DISMISSALS AND LAYOFFS

- A. A permanent employee is one who is hired to fill a permanent full-time position and has completed six (6) months continuous service (*see intents*).
- B. Any permanent employee who wishes to resign from the Company's service shall give one month's notice to that effect to his Supervisor, Manager, or General Manager.
- 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 fifteen (15) days, exclusive of Saturdays and Sundays and other holidays, of his dismissal or suspension through the grievance procedure. Such appeal must be submitted to Step 3 of the Grievance Procedure [Article 5 (C)] no more than fifteen (15) days, exclusive of Saturdays and Sundays and other holidays, from the date of dismissal or suspension.
- 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 by headquarters using the principle of last on first off within a trade family 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.

When a reduction in work force is necessary, the Company will determine, by headquarters, the order of layoff in a trade family based on full-time bargaining unit seniority. Trade families are defined as follows: Thermal Operations, Mechanical Maintenance, Electrical/Instrumentation Maintenance and Operations and Maintenance Technicians, Labourer, Auxiliary Operator, Laboratory, Hydro Planners, and Hydro System Control Center. Prior to full time staff being laid off, the company will release all contractors, Term, Temporary and Turnaround Services staff in the trade family affected with the layoff.

If a full-time employee in a trade family who is subject to layoff at one headquarters has greater bargaining unit seniority, he may displace the least senior full-time employee in his trade family within his own group (Hydro, Thermal or SCC).

If he is the least senior full-time employee in his trade family within his own group, he may then displace the least senior full-time employee in his trade family in any group.

Lastly, if a full-time employee who is subject to layoff has:

- (1) greater bargaining unit seniority and
- (2) the qualifications and the ability to do the work in a different trade family that employee may displace the least senior full-time employee in a different trade family.

Workleader's positions which may become vacant through this process will be handled as per clause 7A.

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 and given the option for recall prior to hiring back Turnaround Services, Term, Temporary staff or contractors. Employees eligible for recall will be given the opportunity for work prior to the hiring of Turnaround Services employees, Term, Temporary or contractors. Employees accepting recall will be compensated based on the terms and conditions of the full-time employee, regardless of the position the employee is recalled to. Employees with less than two years such seniority shall have no right to recall. Recall period is not extended by temporary assignments (*see intents*).

Permanent Reassignments:

Employees subject to recall for permanent assignments 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.

Temporary Recall Assignments:

- (1) Employees subject to recall for temporary assignments will be contacted via phone and confirmed via email or text message. The employee will have twelve hours to provide a verbal response and then confirm via email or text message their decision.
- (2) The start time for return to service will be via mutual agreement between the employee and the contact person (confirmed by email). If the employee does not attend site at agreed time this will be taken as a refusal.
- (3) The employee can cease being in the recall process for temporary recall by notifying the employer they wish to be temporarily removed from the list. They will be required to do this by email and a phone call, the Company will confirm removal for the requested period by email. They will be required to provide definitive start and finish dates for the temporary removal. The onus will be on the employee to update their status throughout the nine-month recall process again by telephone call and confirmed by email.
- (4) If the employee does not reply or refuses 3 times for temporary work that is five days or longer in duration, they will be removed from the recall list.

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

ARTICLE 7 - PROMOTIONS, FILLING OF VACANCIES, CAREER DEVELOPMENT AND REASSIGNMENT

Effective January 1, 1994, bargaining unit seniority is defined as unbroken time within the IBEW bargaining unit.

Promotions:

- A. All of the following work leader job vacancies and new work leader positions may be filled based on the needs of the operation. Notice of vacancies required to be filled shall be posted on the Company's intranet site for fourteen (14) calendar days, unless advised otherwise by the Company:
- Assistant Shift Engineer
 - Electrical/Instrumentation Maintenance Foreman
 - Maintenance Foreman 1
 - Senior Operations and Maintenance Technicians
 - Operations and Maintenance Foreman
 - Hydro Planners

Such vacancies or new positions shall be posted for a period of not less than fourteen (14) calendar days.

In promotions, the Workleader Development Process will be used to determine 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 the job family, or if career developing, until the journeyman status in the new trade is achieved. The job families are defined as follows: a) Hydro System Control Centre positions, b) Hydro Plant Maintenance positions, c) Hydro Plant Operations and Maintenance Technicians positions, d) Thermal Plant Maintenance positions, e) Thermal Plant Electrical/Instrumentation Maintenance positions, f) Thermal Plant Operating positions.

Filling of Vacancies:

- B. When the Employer has vacancies other than workleader vacancies, they may be filled based on the needs of the operation. Notice of vacancies required to be filled shall be posted on the Company's intranet site for fourteen (14) calendar days. All copies of postings will be sent to the Union Office at the time of posting. The Employer and Union must mutually agree to any changes made to position description prior to them being posted.
- C. Employees going on extended leave may submit a written expression of interest for a vacant position before the position has been posted.
- D. Vacancies in all classifications shall be filled firstly by current IBEW Members who apply and meet the applicable certification. If no suitable candidate is determined by the employer, the vacant position will be posted externally.

- E. All applications shall be submitted to the Company as per the approved recruitment process.
- F. The selection process will be based on the certification required for the position and seniority. If an employee has received any performance management in the last two years this will be taken into consideration.
- G. The Company shall not be obligated to consider applicants who have occupied their present position, at their initiative, for less than two (2) years.
- H. Within twenty-one (21) calendar days of the posting expiring, the Hiring Supervisor will inform the successful applicant, and communicate the reasons for non-selection and the name of the successful applicant to all other applicants.
- I. Unsuccessful applicants may request a meeting with the Hiring Supervisor to further clarify reasons or non-selection. Union representation may be present.
- J. Upon completion of the employee notification, Human Resources shall provide notification of the successful applicant to the Union, if not previously notified.

Career Development and Reassignment:

- K. The "TransAlta/IBEW Alberta Coal Joint Cross Functional Development Procedure" will be utilized to career develop employees. The program will be administered by TransAlta/IBEW Alberta Coal Joint Committee.

The objective is to allow a structured learning environment that will be targeted, where employees can acquire additional competencies/skills to support coal transition objectives. The purpose of the program is to create a multi-skilled workforce that will enhance operational efficiencies by creating skill versatility and flexibility. The "TransAlta/IBEW Alberta Coal Joint Cross Functional Development Procedure" will be utilized to develop employees. It may be a requirement to rotate employees through various plant departments to gain the relevant experience to achieve upskilling.

- L. It is not the Company's intention to arbitrarily reassign employees on a permanent basis to a different Head Quarters. Processes currently exist as to how employees move between Head Quarters, for example Postings, Career Development, training pool, volunteers, and temporary reassignments. Should a business need arise which requires the Company to reassign employees and it cannot be accomplished via the aforementioned processes the Company and the Union shall meet to jointly discuss the situation and potential remedies. Furthermore, if there is a need to temporarily transfer someone until a remedy can be found, a time duration for the reassignment will be declared up front.

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. For the purpose of this expense clause only, the two thermal plants together are considered one headquarters. Full-time employees who volunteer for temporary assignment to another thermal plant shall be reimbursed for additional mileage incurred. Such additional mileage will not be paid for overtime worked on a scheduled day off (*see intents*).
- B. All employees assigned to work on a daily basis at a headquarters 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 headquarters on a daily basis to the extent that additional mileage expense is actually incurred. The travel time will serve as a reassignment fee and be paid as time worked. Once an employee reports to work, should the Company wish to redirect/re-assign the employee to a different headquarters, the Company shall provide the employee with transportation to the new location. If the employee so wishes and it is agreeable with the supervisor, the employee may offer to provide his own transportation and be reimbursed for mileage incurred as a result of the redirection/re-assignment (*see intents*).
- C. Employees assigned to work at a headquarters away from their regular headquarters requiring overnight accommodations shall be provided with transportation (if available) 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 (*see intents*).
- D. Employees shall be reimbursed for reasonable cost of board and single lodging while working away from their usual headquarters on Company business.
- E. Employees who are authorized to use their car while on Company business shall be reimbursed at the Rate per Kilometer set in Corporate Policy (*see intents*).
- F. Employees working on the Boiler Maintenance Team, Boiler Inspection Team and Turbine Team whose jobs requires them to regularly travel between plants will not be entitled to reassignment fees and their expenses will be administered per Clause A.

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 (*see intents*).
- 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, the employee shall receive a regular day's pay in addition to his regular salary or another day off in lieu of the holiday. This additional pay shall be paid out like overtime i.e. 5x2, 4x2, 4.5x2, etc. based on the employee's regular work schedule. Such day off must be mutually agreed to by the Company and the employee and taken within thirty (30) days of the holiday (*see intents*).
- D. When any of the general holidays listed above falls on a Saturday or Sunday, Management, at its discretion, may declare either the preceding Friday or the following Monday as the day off in lieu of the holiday. Employees working shifts or standby shall be paid at the double time rate for the actual holiday rather than the day declared in lieu thereof, except for standby employees when the actual holiday falls on a Sunday, in which case the day declared in lieu thereof applies. When Christmas Day is observed on the Monday, Boxing Day will be observed on the following Tuesday (*see intents*).
- 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 (12) hour shift 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 scheduled to work a project, maintenance or spare shift will receive the holiday off, or the lieu day off if the holiday falls on a Saturday or Sunday.
- (3) Employees on a scheduled day off shall receive six (6) hours pay at double time.
Holidays commence at the starting time of the previous day's night shift.

ARTICLE 10 - VACATIONS

In the first year of hire, all employees will receive pro-rated vacation hours based on the percent of full time hours to be worked in the year they were hired as per plan one.

Effective January 1, 2017, the following vacation plan will apply to:

- Full time permanent employees that were active status on the date of ratification of this collective agreement that chose to move to this model.
- All employees hired after the date of ratification.

Plan One

Years of Service	Vacation Earned
First & Second years	120 hours/year
Beginning of 3 rd year	160 hours/year

Effective January 1, 2017, the following vacation plan will apply to:

- Full time permanent employees that were active status on the date of ratification of this collective agreement that chose to stay with this model.

Plan Two

Years of Service	Vacation Earned
First year	80 hours/year
Beginning of 2nd year	120 hours/year
Beginning of 8 th year	160 hours/year
Beginning of 17 th year	200 hours/year
Beginning of 23 rd year	240 hours/year

The following provisions apply to Plan One and Plan Two:

- Vacations for employees shall be in addition to the holidays recognized in Article 9.
- Employees moving to 12-hour continuous rotating shifts, or who worked twelve-hour shifts in previous years shall be eligible for an additional eight (8) hours of vacation credits for every fifteen (15) twelve-hour shifts worked, to a maximum of forty (40) hours of vacation.

Employees accepting a temporary assignment working other than a 12-hour continuous rotating shift will continue to earn extra vacation for the term of the assignment. Additional vacation hours accrued due to working 12-hour continuous rotating shifts will continue until an employee accepts a permanent dayshift assignment. Vacation hours will be available for use in the year following the transfer to day shift. Vacation pay earned under this clause will be paid out on termination.

- C. If the employee requests, the Company will endeavor to accommodate as many employees as possible for a minimum of two consecutive weeks' vacation during July and August for all staff except for Thermal Operations where the period is June 15 to September 15, providing requirements for efficient operations have been met and vacation has been earned. The two consecutive weeks is intended to mean 14 calendar days off.
- D. For vacation scheduling purposes regular vacation takes preference over Vacation Overtime (VO time).
- E. Employees on short-term disability prior to their scheduled vacation shall have the option to reschedule their vacation at a later date as mutually agreed upon with the employee's Supervisor. The intent is to ensure that an employee receives his earned vacation where, because of a bonafide medical reason, this may not have been possible.

In order to have his vacation rescheduled, such employee must notify his Supervisor of the situation and request to defer scheduled vacation as soon as possible. He must also provide proof of hospitalization and/ or illness / disability with a Doctor's certificate.

ARTICLE 11 - HEALTH AND WELFARE

- A. Sick pay will be in accordance with the provision of the "Disability Management Policy" in effect throughout the Company. If 75% of the employees covered by this Agreement wish to opt out of this plan, the Union shall give, in writing, one month's advance notice to the Company.
- B. Providing they participate, permanent employees will be provided a subsidy for the Alberta Health Care Plan of 85% of the actual premium due and the actual premium due to the Alberta Blue Cross Plan and the Dental Care Plan 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 Clothing Policy.
- D. All permanent full-time employees are eligible for up to twenty-four (24) hours of leave with pay for personal and family related responsibilities each year.

In the first year of hire, employees will receive a pro-rated number of hours based on the percent of full-time hours to be worked in the year they were hired.

Permanent part-time employees will receive a pro-rated number of hours based on percent of full-time hours worked

These hours may not be carried over into the next calendar year.

These hours may be used for the following purposes:

- Personal medical/dental appointments
- The care of a sick child, parent or other immediate family member for which the employee is responsible
- Attendance at medical or dental appointments for the employee's spouse, their child or their parent.
- Childcare due to reasons that could not have been reasonably anticipated or where normal arrangements are not available.

- A personal need that requires the employee's immediate attention and that is approved by Management

An employee wishing to utilize those hours must notify their supervisor prior to the date, where possible. In the case of an emergency, notice should be provided as soon as possible.

An employee using leave for personal and family related responsibilities must provide a written explanation to their supervisor either prior to the leave or upon return to work.

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 (*see intents*).
- 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. Apprentices shall be paid at the Journeyman rate while performing standby (*see intents*).
- D. After completing the Eighth (8th), Six (6) months, an Apprentice Maintenance Person shall advance to Maintenance Person.
- E. Progression from Maintenance Person to Leadhand rate is based on the following:
 - Acquiring his Journeyman certificate
 - Completing one year as a Maintenance Person
 - Documented Supervisor assessment completed regularly throughout the year demonstrating that the employee is capable of performing the duties of a Leadhand. This assessment will include feedback to the employee regarding areas for development or deficiencies in performance.

Progression to Leadhand is not normally withheld by the supervisor unless he has a performance concern with the employee.
- F. In the Sundance and Keephills Plants, and in the Hydro System Control Centre, advancement from one classification to the next shall not be automatic.
- G. 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. No employee will be assigned to a temporary position for longer than one year. If for any extenuating circumstances the duration has to be longer the Company will inform the Union as to the reason (*see intents*).
- H. 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.

- I. Maintenance Staff working a regular shift (not overtime) on a Saturday or Sunday shall receive an additional one (1) hour's straight time pay for each Saturday or Sunday so worked. Hydro OMT's working a regular shift (not overtime) on a Saturday shall receive an additional one (1) hour's straight time pay for each Saturday so worked.

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.

Lack of notice penalties will apply for Non-Developmental, routine work, or work of a continuous nature within an employees' normal work area (Thermal staff working in Thermal areas, Hydro staff working in Hydro areas).

Hours will be balanced to 2080 hours per year. Any hours that do not balance will be paid out as mutually agreed between the employee and his supervisor (worked or taken off – by either VO or vacation). Hour balancing will occur and any surplus or shortfall will be addressed by June 30th of the year currently being balanced for all Maintenance employees.

Hours will be balance to 2080 hours per year for Operations employees. Effective January 1, 2017, for the 2016 calendar year and subsequent years, the balancing of hours for Operations employees will occur with any surplus or shortfall being addressed by January 31st for hours worked in the previous calendar year.

Shift 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 Personnel Information Bulletin.

A shift is defined as the hours of work in a day (e.g., night, day or evening).

Night shift shall be considered the first shift of any given regularly scheduled day.

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) (*see intents*).

BREAKS

Allowance will be made for two (2) breaks, of ten (10) minutes each, between the second and third hour of work and the sixth and eight hours of work respectively. Up to an additional five (5) minutes will be allowed, to travel between the work and break areas. Emergent work requirements and plant priorities must be taken into consideration before allowing a break to be taken. If a break cannot be taken, no overtime will be provided.

A. Eight-Hour Shift Employees (*see intents*)

- (1) The schedule shall consist of five (5) shifts Monday to Friday.

A normal shift shall be eight (8) hours and forty (40) hours shall constitute a weeks' 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 9:00 a.m.
Evening Shift	-	between the hours of 4:00 p.m. and 7:00 p.m.

- (2) The Company agrees to give the Union and employees' five (5) calendar days' notice of intent to change a shift. If five (5) calendar days' notice is not given the first two shifts of the new shift shall be paid at regular time plus eight (8) hours additional straight time pay.
- (3) The Company agrees to give the Union and eight (8) hour shift employees at the Sundance and Keephills Thermal plants thirty-five (35) calendar days' notice of intent to change to a continuous rotating schedule. If thirty-five (35) calendar days' notice is not given and the new schedule affects previously scheduled days off, then the first five (5) such previously scheduled days off that are worked, in the thirty-five (35) calendar day period following posting of the new schedule, shall be paid at the regular time plus eight (8) hours additional straight time pay to a maximum of forty (40) hours.
- (4) A half (1/2) hour lunch period will be taken by maintenance 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.
- (5) 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.

B. Eight-Hour Continuous Rotating Schedule Employees (see intents)

- (1) A continuous rotating schedule shall be ongoing and may be made up of either one (1), two (2), or three (3) shifts (either *night, day or evening*) and may involve rotating days worked and days off.

A normal shift shall be eight (8) hours and forty (40) hours shall constitute a weeks' 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 9:00 a.m.
Evening Shift	-	between the hours of 4:00 p.m. and 7:00 p.m.

- (2) A half (1/2) hour lunch period shall normally be taken.
- (3) The Company agrees to give the Union and employees five (5) calendar days' notice of intent to change a shift or schedule. If five (5) calendar days' notice is not given the first two shifts of the new shift or schedule shall be paid regular time plus eight (8) hours additional straight time pay. However, at the Sundance and Keephills Thermal Plants if thirty-five (35) calendar days' notice is not given and the new schedule affects previously scheduled days off then the first five (5) such previously scheduled days off that are worked, in the thirty-five (35) calendar day period following 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. At the Hydro plants the Union and employees shall be given twenty-one (21) calendar days' notice of intent to change to a continuous rotating schedule. If twenty-one (21) calendar days' notice is not given and the new schedule affects

previously scheduled days off then the first two (2) such previously scheduled days off that are worked, in the twenty-one (21) calendar day period following posting 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.

- (4) At Alberta Thermal, if requiring short notice standby week coverage, the company will seek volunteers, if there are no volunteers, then most junior person will be assigned. If less than 35 days' notice is given, and it does not affect days off, the first two shifts will receive a penalty of 8 x 1 in addition to the regular standby premium. If it affects days off, a penalty of 8 x 1 for each day worked under the new schedule that would have been days off under the old schedule, up to 40 hours maximum in addition to the regular standby premium.
- (5) 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 regular time plus eight (8) hours additional straight time pay for the first shift worked.
- (6) Maintenance staff when working an evening shift on an established continuous rotating schedule, shall be allowed reasonable time when work permits, to eat lunch during working hours.

C. Twelve-Hour Shift Employees

- (1) A normal shift shall be twelve (12) hours and an average of forty (40) hours shall constitute a weeks' work. The starting time of the day shift shall be arranged between 6:00 a.m. and 8:00 a.m. and night shift from 6:00 p.m. to 8:00 p.m.
- (2) A normal maintenance or spare shift shall be eight (8) hours per day any four (4) consecutive days Monday through Thursday. The starting times of such shifts shall be arranged between the hours of 6:00 a.m. and 8:00 a.m. (*see intents*)
- (3) The Company agrees to give the Union and employees at Sundance and Keephills Thermal Plants, and at the Hydro System Control Centre notice of intent to change the schedule. If ten (10) calendar days' notice is not given the first two (2) shifts of the new schedule shall be paid at additional straight time pay to a maximum of eight (8) hours per shift. If thirty-five (35) calendar days' notice is not given and the new schedule affects previously scheduled days off, then the first five (5) such previously scheduled days off that are worked, in the thirty-five (35) calendar day period following 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.
- (4) When an employee is designated as an "extra" to an established group complement for the purpose of providing temporary coverage for equal or lower level positions, as required by the Company, he shall be subject to a schedule change with twenty-four (24) hours' notice. When an extra operator has been rescheduled to a twelve (12) hour shift, overtime will only apply to those hours in excess of the total hours normally worked by the employee in that week. The "extra", when not temporarily rescheduled, will normally work an eight (8) hour day shift (*see intents*).
- (5) When an employee in the Thermal Plant Operator Training Pool, term or temporary employee is "over complement" to an established crew complement, he shall be subject to a schedule change with five (5) calendar days' notice.
- (6) When an employee is rescheduled by the Company to work a shift with less than twelve (12) hours off between work periods or shifts, the employee shall be paid overtime for the first shift worked.

- (7) The following provisions have been added to this article to provide the opportunity to cross skill operation and maintenance employees through the period of converting TransAlta's Alberta coal generation assets to gas. These provisions will remain part of this article during this period estimated to be completed by December 2022.

The intent of this provision is to provide IBEW Members at the Alberta Thermal sites development and career enhancement opportunities by attaining cross functional skills and recognized Alberta certification. The twelve-hour continuous rotating shift offers employee development and provides twenty-four-hour coverage with the ability to rectify emergent work. The selection and administration of candidates to participate in this training plan will be governed by the Joint Cross Functional Development Committee. The committee will be comprised of equal representation of TransAlta and IBEW Members.

CONDITIONS

- (1) Participation on the twelve-hour rotating shift will be prioritised by employee desiring to seek cross training in operations, volunteers and then least senior employees. Should a volunteer want to come off this shift they shall indicate their preference in writing and the most senior employee desiring to volunteer to go on the twelve-hour shift will be given the opportunity. Failing any volunteers, the least senior trade specific employee shall be assigned. In case of Electrical and Instrumentation a new hire will not be subject to follow this shift until he has completed one full year of service. Electrical/Instrumentation apprentices are not eligible to go on shift.
- (2) It is intended that the complement for Electricians/Instrumentation employees on shift will be one per shift and 2 per shift for mechanical maintenance employees, per headquarter.
- (3) Employees volunteering for this shift shall remain on this shift for a minimum of twelve months or until training requirements completed. Special circumstances will be taken into consideration on an individual basis by the committee.
- (4) Electricians/Instrumentation Maintenance employees on the twelve-hour rotating shift are not required to perform standby coverage.
- (5) If an employee is absent for personal reasons, the Company, depending on coverage time required, may choose to maintain a full complement on the crew by backfilling this position for the interim by utilizing overtime coverage or regular day shift IBEW Members as per the IBEW Collective Agreement shift change notice "Article 13 Hours of Work".
- (6) The intent of the twelve-hour shift is to provide the opportunity to train maintenance employees in operations and deal primarily with priority 1 & 2 emergent work that could impact the established capacity plan for the next day. Additional maintenance and operational duties may be assigned to assist in meeting training/experience requirements. The shift supervisor will be responsible for managing the crew including balancing training while meeting operational and maintenance requirements.
- (7) Employees who volunteer to participate in cross training activities will be required to attain the relevant qualification as per the "Joint Cross Functional Training Guidelines."

SPECIAL CONDITION

As long as Article 13 C7, in particular the twelve-hour continuous rotating shift which provides 24-hour coverage for maintenance staff at Alberta Thermal is in effect, the employer will not invoke Article 13 D, providing any additional continuous rotating shift schedule/s at Alberta Thermal.

D. Continuous Rotating Schedule for Maintenance Staff

- (1) When a continuous rotating schedule for maintenance staff is established, positions required on a shift shall be posted. In the event that an insufficient number of bids are received for the posted positions, the Company will appoint employees to the vacant positions, from the most junior qualified staff. The Company shall give the Union thirty (30) calendar days' notice of intent to introduce a continuous rotating schedule for maintenance staff.

E. Shift/Schedule Change Notice

- (1) Subject to Article 13 (a), 13 (b) and 13 (c) and 13 (f) above, an employee shall receive written and/or verbal confirmation as notice while at work of changes to their schedule.
- (2) With respect to the written notice, if requested: The employee will be given the option of a hardcopy, or email.

F. Nine-Hour Shift Employees

The Instrumentation/Electrical and Mechanical Maintenance staff at Alberta Thermal will work a rearranged work schedule. The work schedule will include Apprentice Electrical/Instrumentation staff, Electrical/Instrumentation Maintenance staff, Electrical/Instrumentation Maintenance Foreman, Apprentice Mechanical Maintenance staff, Mechanical Maintenance staff, Mechanical Maintenance Foreman, Rotational Equipment Technician, Equipment Operator in training, Equipment Operator, Equipment Operator Thereafter, HVAC Technician, HVAC Technician Leadhand, Condition Monitoring Electrical/Thermographer and Process Control Maintainers.

- (1) The schedule shall consist of five (5) shifts Monday to Friday

A normal shift shall be nine (9) hours Monday to Thursday, and eight (8) hours on Friday, forty (40) hours shall constitute a weeks' work

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

Day Shift – between the hours of 6:00 a.m. and 9:00 a.m.

Evening Shift – between the hours of 4:00 p.m. and 7:00 p.m.

CONDITIONS

- (1) Days off under this rearranged hours agreement will be consecutive Fridays alternated between crews.
- (2) The Company agrees to give the Union and employees five (5) calendar days' notice of intent to change a shift. If five (5) calendar days' notice is not given, the first two shifts of the new shift shall be paid at regular time plus eight (8) hours additional straight time pay.

- (3) The Company agrees to give the Union and nine (9) hour shift employees at Alberta Thermal plants thirty-five (35) calendar days' notice of intent to change to a continuous rotating schedule. If thirty-five (35) calendar days' notice is not given and the new schedule affects previously scheduled days off, then the first five (5) such previously scheduled days off that are worked, in the thirty-five (35) calendar day period following posting of the new schedule, shall be paid at the regular time plus eight (8) hours additional straight time pay to a maximum of forty (40) hours.
- (4) A half (1/2) hour lunch period will be taken by maintenance 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.
- (5) When an employee is rescheduled by the Company to work a shift with less than fourteen (14) 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.
- (6) When a general holiday is observed on an employee's scheduled day off and such day is not worked by the employee, the employee shall receive another day off. Such day off shall be the next scheduled work day.
- (7) Penalty hours at overtime rates that may arise due to rescheduling will be based on eight (8) hour days.
- (8) All paid days off, as stated in Company policies will remain nine (9) hours except for general holidays, sick leave and bereavement which will be up to eight (8) hours on an eight (8) hour shift or nine (9) hours on a nine (9) hour shift.

ARTICLE 14 – OVERTIME

The intent of this Article is to designate working hours for which overtime rates are paid (*see intents*).

- A. 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 and for all time worked on scheduled days off and for all time worked on holidays recognized in Article 9 of this Agreement.

When an employee is advised while at work or fourteen (14) hours prior to the work to be done that he is to work overtime, travel time will be paid only if the OT worked is on the employees scheduled day off and to the extent that the combined overtime and travel time does not exceed eight (8) hours.

When an employee works overtime (other than call-out) continuous with their normal day or shift then no travel time will apply.

If an additional trip per workday is required, it shall be treated as a call-out.

- B. No employee shall be required to work on Saturday or Sunday except at overtime rates, unless rescheduled to work a continuous rotating schedule or when scheduled to work a regular night shift that begins within the shift start times indicated in Article 13 A Section 1. Notwithstanding the above, employees on standby shall work regular hours on Saturday without overtime pay.

- C. A Vacation Overtime (V.O.) day is a paid day off in lieu of overtime paid. An employee may only accumulate up to a total of 80 hours per calendar year in their V.O. bank. The V.O. bank may include hours carried over from the previous calendar year but will not limit the ability to accumulate future earned hours for that calendar year. At no given time shall the total hours in the V.O. bank exceed 80 hours (*see intents*).
1. At the employee's option for each hour worked in addition to an employee's scheduled hours of work, one hour will be paid at the regular rate of pay and one will be banked in the employee's V.O. Bank.
 2. At the employee's option for each scheduled hour worked on a general holiday, one hour will be paid at the regular rate of pay and one will be banked. The maximum number of these hours that can be banked is twenty (20) hours each calendar year. As these hours are used they may not be re-accumulated until the next calendar year.
 3. The time in the V.O. bank or portion thereof shall be scheduled as time off when mutually agreed.
 4. Employees may request to have their V.O. bank paid off in cash at the current hourly rate.
 5. Time off will not be granted if it results in overtime or penalty payments being created.
 6. Vacation requests take priority over V.O. time off requests. The V.O. bank will not be used in preference to vacation if it results in vacation being carried over.
- D. The foregoing overtime provisions shall not be applicable when overtime work is arranged for the convenience of employees.
- E. Employees shall receive two (2) hours pay at double time if scheduled to work overtime and the scheduled 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 twelve (12) hours' notice.
- F. When an employee, other than a twelve (12) hour shift employee, is required to work longer than ten (10) hours on an eight (8), or eleven (11) hours on a nine (9) hour 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 (thirty (30) minutes) eating such meals shall be considered as time worked.

Sleep Time

- G. An employee is eligible for sleep time when overtime is worked within ten (10) 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 ten (10) 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 (*see intents*).

An employee is not eligible for sleep time when:

1. The overtime commences within two (2) hours of the start of his regular shift, or
2. He is on standby Sunday.

- H. 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.
- I. Employees who normally ride in a car pool and are required to work overtime will be accommodated by the Company, with transportation home.

ARTICLE 15 - CALL-OUT

- A. A call out is when an employee has been given less than 14 hours' notice or is not advised while at work prior to the commencement of the work to be completed on overtime (*see intents*).

An employee shall be paid from the time he leaves home, proceeding directly to work, until the time he arrives back home, proceeding directly from work.

An employee who is called out to work outside his regularly scheduled hours shall be paid a minimum of two (2) hour's pay at double time rates, when there is a break between the employees' regularly scheduled hours and the work the employee is called in to do.

Call-out pay shall not be construed to mean that the employee shall be paid for the same time twice.

When the call-out immediately precedes an employee's normal day or shift, travel time to work will only apply, and no two (2) hour minimum will apply.

ARTICLE 16 – STANDBY/HYDRO EMERGENCY ON CALL

1. Standby

- A. Any employee who is required to standby on scheduled days off and holidays recognized in Article 9 of this Agreement shall be paid eight (8) hours on an 8-hour day, 9 hours on a 9-hour day, 10 hours on a 10-hour day regular pay for such standby duty. These employees shall be paid for such standby duty on the actual holiday rather than the day declared in lieu thereof, except when such actual holiday falls on Sunday.
- B. The following employees will normally work on a standby schedule: Operations and Maintenance Technicians, Senior Operations and Maintenance Technicians, Electrical/Instrumentation Maintenance People and Electrical/ Instrumentation Maintenance Foremen. Standby coverage at Alberta Thermal Plants will include all E&I routine maintenance staff assigned to E&I departments. Employees with medical or compassionate reasons, apprentices and new employees, until deemed competent may be excused from performing standby. For all Alberta Thermal Plants, there will be mutually agreed standby schedule(s), as required to meet business needs. If a short-term business need for additional standby coverage is required, the company will seek volunteers. If there are no volunteers, the most junior competent person will be assigned until the requirements are filled. Additional standby coverage will be assigned starting with the junior competent person and continue in reverse order of seniority until requirements are filled.

The normal schedule for employees on standby consists of being on call for an entire period of seven (7) consecutive days, then three (3) days on the regular eight (8) hour day shift and then four (4) days off, all within a fourteen (14) day period.

Such employees shall not be required to report for work during the normal work hours on the Sunday which occurs in the seven (7) day standby period. These eight (8) hours during the normal

work hours on a standby Sunday, which are paid for but not worked, plus one (1) hour straight time pay for each day on standby, shall be considered as payment for the standby during each fourteen (14) day period.

Any employee required to work a standby schedule shall not be required to do shift work concurrently. When an employee is required to do standby on a work day, other than on a regular standby day in the schedule, such standby shall be paid at the rate of \$114.22. (Effective January 1, 2018 - \$ 115.93 and Effective January 1, 2019 - \$117.96).

While performing E and I standby, the employee will be provided with a company vehicle. The employee on standby will transport tools and Personal Protective Equipment in the company vehicle in order to travel directly to the site called out to.

For employees requiring training to support Alberta Thermal Standby at other plants, reassignment fees will not apply the first twenty (20) days of training.

- C. Any work performed within the normal work hours on a standby Sunday shall be paid for as a regular call-out at overtime rates.
- D. Twelve (12) hour shift employees at the Sundance and Keephills Thermal Plants will maintain a system of voluntary standby. Should such standby coverage not meet the operating requirements of the thermal plants a mutually agreeable mandatory system will be implemented (*see intents*).

2. Hydro Emergency On Call

When the Employer deems it necessary, the following emergency on-call provisions will be invoked:

- A. Employees accepting to be on emergency on-call after regular hours on a work day shall receive the equivalent of short notice standby pay \$114.22 (Effective January 1, 2018 - \$115.93 and Effective January 1, 2019 - \$117.96).
- B. Employees accepting to be on emergency on-call on days off shall receive 8 hours regular pay at their current rate of pay for each day they are on emergency call.

ARTICLE 17 - SHIFT DIFFERENTIAL

- A. Employees scheduled to work evening and night shifts shall receive, in addition to regular pay, two dollars and seventy-five cents (\$2.75) per hour upon ratification. Twelve (12) hour shift employees will be paid this shift differential for all hours worked between 3:00 p.m. and 7:00 a.m. Shift differential rate will increase yearly by the agreed annual percentage negotiated wage increase (Effective of January 1, 2018 - \$2.79 and Effective January 1, 2019 - \$2.84).
- B. Shift differential will not apply to hours paid at the overtime rate.
- C. For purposes of allocating shift differential:
 - a. A maximum of sixteen (16) hours will be paid in each twenty-four (24) hour shift cycle.
 - b. Shift differential will be paid for an employee's normal scheduled evening or night shift on a general (stat) holiday, even though overtime is payable for this shift.

ARTICLE 18 - STACKING OF PREMIUMS

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

ARTICLE 19 - 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, suspension of work or slowdown on the part of any employee or groups of employees.

ARTICLE 20 - HEALTH AND SAFETY

A Joint Work-Site Health and Safety Committee shall be constituted at the Sundance and Keephills Plants and Hydro consisting of up a minimum of three (3) representatives of management and a minimum of three (3) representatives of the Union. It will be the responsibility of each Committee to identify and advise on problems of unsafe work practices or conditions, promote positive attitudes towards safety on the part of management and individual workers, and recommend ways and means of improving the health and safety of employees. As well, each Committee may recommend that information from other sources be obtained respecting work practices and standards used elsewhere.

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

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

In the event of a serious incident or injury, (a serious incident is a Class 2 safety incident), a Committee member, one (1) representing the employer and one (1) representing the employees, shall be notified as soon as possible and they shall jointly investigate the incident and report to the Company and the Union on the nature and cause of the incident or injury (*see intents*).

ARTICLE 21 - 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 together. A tiered structure for meetings will be implemented as follows:

- A Thermal Joint Operational Improvement Committee meeting will be held quarterly with the aim to discuss:
 1. Coal & Mining business updates and initiatives
 2. Key messages planned to be delivered to the workforce

3. Union updates and initiatives
 4. Issues escalated from the Labour Management Meeting
- Labour Management Meetings will be held at each of the following sites Keephills, Sundance and Hydro with the frequency agreed by the site committee. The aim of these meetings will be to solve issues at a site level without escalation and to discuss the following:
 1. Site business updates and initiatives
 2. Site industrial issues that do not require escalation
 3. The result of disputes, which affect the majority of the workforce, shall be shared in order to foster consistent communication and learning arising out of the process

The parties shall be responsible to appoint their designated representatives to each committee.

ARTICLE 22 - 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 22 A (*see intents*).

IN WITNESS WHEREOF, the Company and the Union have caused these presents to be executed by their duly authorized representatives on this 23rd day of March, 2018, at Stony Plain, Alberta.

Signed on behalf of

TRANSALTA GENERATION PARTNERSHIP




Brad Perry, Managing Director of Keephills, JV
Coal & Major Maintenance



Gary Semple, Manager, Labour Relations



Darcy Wagner, Manager, Hydro Operations



Doug Thompson, Sundance, Supervisor Ash

Signed on behalf of

LOCAL 254 OF THE INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS




John F. Briegel, Business Manager




Carter Woloszyn, Assistant Business Manager



Rob Ogurian



Hugh Cust



Jack DeCoteau



Dan Dowhan

SCHEDULE A
HYDRO PLANTS

OPERATIONS AND MAINTENANCE STAFF

SCHEDULE A	Jan/1/2017 to Dec/31/2017			Jan/1/2018 to Dec/31/2018			Jan/1/2019 to Dec/31/2019		
	Hourly	Semi Monthly	Monthly	Hourly	Semi Monthly	Monthly	Hourly	Semi Monthly	Monthly
Apprentice Operations and Maintenance Technician									
PS Group: IBEWMM-A (Level 1-8)									
First Six Months	\$27.33	\$2,368.60	\$4,737.20	\$27.74	\$2,404.13	\$4,808.26	\$28.23	\$2,446.20	\$4,892.40
Second Six Months	\$30.14	\$2,612.13	\$5,224.27	\$30.59	\$2,651.31	\$5,302.63	\$31.13	\$2,697.71	\$5,395.43
Third Six Months	\$32.71	\$2,834.87	\$5,669.73	\$33.20	\$2,877.39	\$5,754.78	\$33.78	\$2,927.75	\$5,855.48
Fourth Six Months	\$35.44	\$3,071.47	\$6,142.93	\$35.97	\$3,117.54	\$6,235.07	\$36.60	\$3,172.10	\$6,344.19
Fifth Six Months	\$38.09	\$3,301.13	\$6,602.27	\$38.66	\$3,350.65	\$6,701.30	\$39.34	\$3,409.28	\$6,818.58
Sixth Six Months	\$40.77	\$3,533.40	\$7,066.80	\$41.38	\$3,586.40	\$7,172.80	\$42.11	\$3,649.16	\$7,298.33
Seventh Six Months	\$43.53	\$3,772.60	\$7,545.20	\$44.18	\$3,829.19	\$7,658.38	\$44.96	\$3,896.20	\$7,792.40
Eighth Six Months	\$46.23	\$4,006.60	\$8,013.20	\$46.92	\$4,066.70	\$8,133.40	\$47.74	\$4,137.87	\$8,275.73
Journeyman OMT-M									
PS Group: IBEWMM-A (Level 9)									
	\$49.81	\$4,316.87	\$8,633.73	\$50.56	\$4,381.62	\$8,763.24	\$51.44	\$4,458.30	\$8,916.59
Journeyman OMT-E									
PS Group: IBEWOP-A (Level 9)									
	\$51.61	\$4,472.87	\$8,945.73	\$52.38	\$4,539.96	\$9,079.92	\$53.30	\$4,619.41	\$9,238.81
OMT-E Thereafter/OMT-M Thereafter Qualified									
PS Group: IBEWOP-A (Level 10)									
	\$53.31	\$4,620.20	\$9,240.40	\$54.11	\$4,689.50	\$9,379.01	\$55.06	\$4,771.57	\$9,543.14
OMT-E Thereafter Authorized									
PS Group: IBEWOP-A (Level 11)									
	\$54.02	\$4,681.73	\$9,363.47	\$54.83	\$4,751.96	\$9,503.92	\$55.79	\$4,835.12	\$9,670.24
Senior OMT-E									
PS Group: IBEWOP-A (Level 12)									
	\$55.90	\$4,844.67	\$9,689.33	\$56.74	\$4,917.34	\$9,834.67	\$57.73	\$5,003.39	\$10,006.78

SCHEDULE A
HYDRO PLANTS

OPERATIONS AND MAINTENANCE STAFF

SCHEDULE A	Jan/1/2017 to Dec/31/2017		Jan/1/2018 to Dec/31/2018		Jan/1/2019 to Dec/31/2019	
	Hourly	Semi Monthly	Monthly	Hourly	Semi Monthly	Monthly
Hydro Generation Operator Level 1 PS Group: IBEWGO-A (Level 1)	\$55.01	\$4,767.53	\$9,535.07	\$55.84	\$4,839.04	\$9,678.10
Hydro Generation Operator Thereafter PS Group: IBEWGO-A (Level 3)	\$56.69	\$4,913.13	\$9,826.27	\$57.54	\$4,986.83	\$9,973.66
Hydro Generation Operator Level II PS Group: IBEW GO-A (Level 2)	\$57.38	\$4,972.93	\$9,945.87	\$58.24	\$5,047.52	\$10,095.06
Hydro Planner PS Group: IBEWHP-A	\$57.61	\$4,992.87	\$9,985.73	\$58.47	\$5,067.76	\$10,135.52
Operations and Maintenance Foreman PS Group: IBEWEF (Level 1)	\$57.61	\$4,992.87	\$9,985.73	\$58.47	\$5,067.76	\$10,135.52
				\$59.50	\$5,156.45	\$10,312.89
				\$59.50	\$5,156.45	\$10,312.89

Operations employees will be eligible for developmental pay when assigned to temporarily replace an out of scope operations supervisor.

Advancement from HGO-1 to Thereafter will depend on completion of the applicable training modules, demonstrating ability in the operations of equipment the systems and deemed competent to cover full shifts without supervision.

The Hydro Generation Operator Thereafter can attain the Hydro Generation Operator Level II within one year after completing outlined training.

Journeymen OMT-E's will be expected to complete outlined training and be capable of performing standby within 6 months at which time they will advance to the OMT-E Thereafter rate.

OMT-E Thereafter will be expected to complete outlined training and be capable of performing duties of an OMT-E Thereafter authorized within 2 years.

OMT-E thereafter Authorized will be expected to complete outlined training and be capable of performing duties of a Senior OMT-E within approximately one year.

Journeymen OMT-M will be expected to complete outlined training and be capable of performing duties of an OMT-M Thereafter Qualified within 12-18 months.

		Jan/1/2017 to Dec/31/2017		Jan/1/2018 to Dec/31/2018		Jan/1/2019 to Dec/31/2019	
		Hourly	Semi Monthly	Monthly	Hourly	Semi Monthly	Monthly
Labourer		\$31.98	\$2,771.60	\$5,543.20	\$32.46	\$2,813.17	\$5,626.35
PS Group: IBEWLA-A (Level 1)							
Thereafter		\$34.98	\$3,031.60	\$6,063.20	\$35.50	\$3,077.07	\$6,154.15
PS Group: IBEWLA-A (Level 2)							
Temporary Labourer Foreman							
\$1.40/hour above employee's current rate							
Maintenance Leadhand	\$52.65		\$4,563.00	\$9,126.00	\$53.44	\$4,631.45	\$9,262.89
PS Group: IBEWMM-A (Level 10)							
Temporary Foreman II	\$55.21		\$4,784.87	\$9,569.73	\$56.04	\$4,856.64	\$9,713.28
PS Group: IBEWMM-A (Level 11)							
Temporary Foreman I	\$57.61		\$4,992.87	\$9,985.73	\$58.47	\$5,067.76	\$10,135.52
PS Group: IBEWMM-A (Level 12)							

Temporary Labourer Foreman

The Temporary Labourer Foreman is assigned to work with and to direct the work of three or more people (at the supervisor's discretion, may be less than three). Assignment to Temporary Labourer Foreman will be made on a temporary basis only.

Temporary Foreman II

The Temporary Foreman II is assigned to work with and to direct the work of three or more workers on a project lasting five or more working days where there is no Foreman or Supervisor with this responsibility. Assignments to Temporary Foreman II will be made on a temporary basis only.

Temporary Foreman I

The Temporary Foreman I works and directs a maintenance work force at Sundance and Keephills Thermal Plants or the work force headquartered in Seebe.

All Operations and Maintenance Staff

Effective January 1, 1992, all Apprentices shall be required to obtain their Alberta Journeyman Trade Certificate within a period of four (4) years (or as determined by the Apprenticeship and Journeyman Training Committee) from their commencement of duties as an Apprentice. Employees failing to meet this provision shall have their services terminated but the Company will endeavor to place them in another position.

Upon retirement or resignation of remaining Maintenance Leadhand- the Maintenance Leadhand PS Group: IBEWMM-A (Level 10) will be eliminated from this agreement. All future hires will be under the OMT-M program.

For qualified employees transferring into the OMT-M program, their current rate of pay will remain in effect until OMT-MT. Thereafter Qualified status has been achieved.

SCHEDULE B
SUNDANCE AND KEEPHILLS THERMAL PLANTS

OPERATING STAFF

Power Plant Operator PS Group: IBEWOP-B (Level 1- 10)	Jan/1/2017 to Dec/31/2017		Jan/1/2018 to Dec/31/2018		Jan/1/2019 to Dec/31/2019	
	Hourly	Semi Monthly	Monthly	Hourly	Semi Monthly	Monthly
	Hourly	Semi Monthly	Monthly	Hourly	Semi Monthly	Monthly
Level 1	\$27.33	\$2,368.60	\$4,737.20	\$27.74	\$2,404.13	\$4,808.26
Level 2	\$30.14	\$2,612.13	\$5,224.27	\$30.59	\$2,651.31	\$5,302.63
Level 3	\$32.71	\$2,834.87	\$5,669.73	\$33.20	\$2,877.39	\$5,754.78
Level 4	\$35.44	\$3,071.47	\$6,142.93	\$35.97	\$3,117.54	\$6,235.07
Level 5	\$38.09	\$3,301.13	\$6,602.27	\$38.66	\$3,350.65	\$6,701.30
Level 6	\$40.77	\$3,533.40	\$7,066.80	\$41.38	\$3,586.40	\$7,172.80
Level 7	\$43.53	\$3,772.60	\$7,545.20	\$44.18	\$3,829.19	\$7,658.38
Level 8	\$46.23	\$4,006.60	\$8,013.20	\$46.92	\$4,066.70	\$8,133.40
Level 9	\$49.73	\$4,309.93	\$8,619.87	\$50.48	\$4,374.58	\$8,749.17
Level 10	\$55.03	\$4,769.27	\$9,538.53	\$55.86	\$4,840.81	\$9,681.61

Progression to Level 10 requires an Alberta Third Class Certificate

	Jan/1/2017 to Dec/31/2017			Jan/1/2018 to Dec/31/2018			Jan/1/2019 to Dec/31/2019		
	Hourly	Semi Monthly	Monthly	Hourly	Semi Monthly	Monthly	Hourly	Semi Monthly	Monthly
Assistant Shift Engineer (Alberta Second Class Certificate) PS Group: Level I	\$57.81	\$5,010.20	\$10,020.40	\$58.68	\$5,085.35	\$10,170.71	\$59.70	\$5,174.35	\$10,348.69
For a maximum of one year if less than two years as a Level 10 Operator in any Thermal Plant									
Level II	\$59.58	\$5,163.60	\$10,327.20	\$60.47	\$5,241.05	\$10,482.11	\$61.53	\$5,332.77	\$10,665.54
Keephills Operation/Maintenance Coordinator (Rotational) PS Group: IBEWKOMC (Level 1)	\$56.86	\$4,927.87	\$9,855.73	\$57.71	\$5,001.79	\$10,003.57	\$58.72	\$5,089.32	\$10,178.63
Permit Coordinator (Rotational) (No Alberta Second Class Certificate) PS Group: IBEWPC-B (Level 1)	\$57.81	\$5,010.20	\$10,020.40	\$58.68	\$5,085.35	\$10,170.71	\$59.70	\$5,174.35	\$10,348.69
Permit Coordinator (Rotational) Alberta Second Class Certificate) PS Group: IBEWPC-B (Level 2)	\$59.58	\$5,163.60	\$10,327.20	\$60.47	\$5,241.05	\$10,482.11	\$61.53	\$5,332.77	\$10,665.54
Wabamun Lake Water Treatment Plant Operator PS Group: IBEWTP (Level 1-3)									
Level 1	\$36.98	\$3,204.93	\$6,409.87	\$37.53	\$3,253.00	\$6,506.02	\$38.19	\$3,309.93	\$6,619.87
Level 2	\$42.14	\$3,652.13	\$7,304.27	\$42.77	\$3,706.91	\$7,413.83	\$43.52	\$3,771.78	\$7,543.58
Level 3	\$46.64	\$4,042.13	\$8,084.27	\$47.34	\$4,102.76	\$8,205.53	\$48.17	\$4,174.56	\$8,349.13
Wabamun Lake Water Treatment Plant Foreman PS Group: IBEWTP (Level 4-5)									
Level 4 (Level 1 Foreman) (Level 3 WTP w/Ops Coordinator)	\$51.75	\$4,485.00	\$8,970.00	\$52.53	\$4,552.28	\$9,104.55	\$53.45	\$4,631.94	\$9,263.88
Level 5 (Level 11 Foreman) (Level 10 Op w/Ops Coordinator)	\$55.95	\$4,849.00	\$9,698.00	\$56.79	\$4,921.74	\$9,843.47	\$57.78	\$5,007.87	\$10,015.73

Operations employees will be eligible for developmental pay when assigned to temporarily replace an out of scope operations supervisor.

For level 1-8, add to the above rates a bonus of \$50 for acquiring an Alberta Third Class Certificate, plus a bonus of \$150 for acquiring an Alberta Second Class Certificate, plus a bonus of \$150 for acquiring an Alberta First Class Certificate.
For level 9 and Level 10, add a bonus of \$150 for acquiring an Alberta Second Class Certificate, plus a bonus of \$150 for acquiring an Alberta First Class Certificate.
For Assistant Shift Engineers, add a bonus of \$150 for acquiring Alberta First Class Certificate.

All Power Plant Operators at the Sundance and Keephills Plants shall be required to obtain their Alberta Third Class Certificate within a period of three years from their commencement of duties as a Power Plant Operator.
Employees failing to meet this provision shall have their services terminated but the Company will endeavor to place them in another position.

Progression from one level to the next level on the Power Plant Operator Classification is based on successfully completing the training modules for that level and all previous levels.

Auxiliary Operator PS Group: IBEOPA-B (Level 1-4) First Six Months Second Six Months Third Six Months Thereafter	Jan/1/2017 to Dec/31/2017				Jan/1/2018 to Dec/31/2018				Jan/1/2019 to Dec/31/2019			
	Hourly	Semi Monthly	Monthly		Hourly	Semi Monthly	Monthly		Hourly	Semi Monthly	Monthly	
	\$32.71	\$2,834.87	\$5,669.73		\$33.20	\$2,877.39	\$5,754.78		\$33.78	\$2,927.75	\$5,855.48	
	\$35.44	\$3,071.47	\$6,142.93		\$35.97	\$3,117.54	\$6,235.07		\$36.60	\$3,172.10	\$6,344.19	
	\$38.09	\$3,301.13	\$6,602.27		\$38.66	\$3,350.65	\$6,701.30		\$39.34	\$3,409.28	\$6,818.58	
	\$40.77	\$3,533.40	\$7,066.80		\$41.38	\$3,586.40	\$7,172.80		\$42.11	\$3,649.16	\$7,298.33	

LABORATORY STAFF

Laboratory Technician PS Group: IBEWLB-B (Level 1-4) Coop Stud Level 1 Entry Level Coop Stud Level 2 Top Level Laboratory Technician Level 3 First Six Months Level 4 Second Six Months Laboratory Technician Thereafter PS Group: IBEWLB-B (Level 5)	Jan/1/2017 to Dec/31/2017				Jan/1/2018 to Dec/31/2018				Jan/1/2019 to Dec/31/2019			
	Hourly	Semi Monthly	Monthly		Hourly	Semi Monthly	Monthly		Hourly	Semi Monthly	Monthly	
	\$30.14	\$2,612.13	\$5,224.27		\$30.59	\$2,651.31	\$5,302.63		\$31.13	\$2,697.71	\$5,395.43	
	\$40.77	\$3,533.40	\$7,066.80		\$41.38	\$3,586.40	\$7,172.80		\$42.11	\$3,649.16	\$7,298.32	
	\$43.53	\$3,772.60	\$7,545.20		\$44.18	\$3,829.19	\$7,658.38		\$44.96	\$3,896.20	\$7,792.40	
	\$46.23	\$4,006.60	\$8,013.20		\$46.92	\$4,066.70	\$8,133.40		\$47.74	\$4,137.87	\$8,275.73	
	\$48.25	\$4,181.67	\$8,363.33		\$48.97	\$4,244.40	\$8,488.78		\$49.83	\$4,318.67	\$8,637.33	

Laboratory Technicians possessing a two year Chemical Technology Diploma from a recognized Technical Institute will be paid an additional \$50.00 per month.

MAINTENANCE STAFF

Janitor PS Group: IBEW/JN-B (Level 1) Temporary Janitor Foreman \$1.40/hour above employee's current rate Labourer PS Group: IBEWLA-B (Level 1) PS Group: IBEWTURN (Level 1) Thereafter PS Group: IBEWLA-B (Level 2) (After year 1 of service) PS Group: IBEWTURN (Level 2) * Temporary Labourer Foreman (See Art. 12(a) Intents) \$1.40/hour above employee's current rate.	Jan/1/2017 to Dec/31/2017				Jan/1/2018 to Dec/31/2018				Jan/1/2019 to Dec/31/2019			
	Hourly	Semi Monthly	Monthly		Hourly	Semi Monthly	Monthly		Hourly	Semi Monthly	Monthly	
	\$24.22	\$2,099.07	\$4,198.13		\$24.58	\$2,130.56	\$4,261.10		\$25.01	\$2,167.84	\$4,335.67	
	\$31.98	\$2,771.60	\$5,543.20		\$32.46	\$2,813.17	\$5,626.35		\$33.03	\$2,862.40	\$5,724.81	
	\$34.98	\$3,031.60	\$6,063.20		\$35.50	\$3,077.07	\$6,154.15		\$36.13	\$3,130.92	\$6,261.85	

	Jan/1/2017 to Dec/31/2017			Jan/1/2018 to Dec/31/2018			Jan/1/2019 to Dec/31/2019		
	Hourly	Semi Monthly	Monthly	Hourly	Semi Monthly	Monthly	Hourly	Semi Monthly	Monthly
<u>Apprentice Maintenance Man</u>									
PS Group IBEWMM-B (Level 1-8)									
First Six Months	\$27.33	\$2,368.60	\$4,737.20	\$27.74	\$2,404.13	\$4,808.26	\$28.23	\$2,446.20	\$4,892.40
Second Six Months	\$30.14	\$2,612.13	\$5,224.27	\$30.59	\$2,651.31	\$5,302.63	\$31.13	\$2,697.71	\$5,395.43
Third Six Months	\$32.71	\$2,834.87	\$5,669.73	\$33.20	\$2,877.39	\$5,754.78	\$33.78	\$2,927.75	\$5,855.48
Fourth Six Months	\$35.44	\$3,071.47	\$6,142.93	\$35.97	\$3,117.54	\$6,235.07	\$36.60	\$3,172.10	\$6,344.19
Fifth Six Months	\$38.09	\$3,301.13	\$6,602.27	\$38.66	\$3,350.65	\$6,701.30	\$39.34	\$3,409.28	\$6,818.58
Sixth Six Months	\$40.77	\$3,533.40	\$7,066.80	\$41.38	\$3,586.40	\$7,172.80	\$42.11	\$3,649.16	\$7,298.33
Seventh Six Months	\$43.53	\$3,772.60	\$7,545.20	\$44.18	\$3,829.19	\$7,658.38	\$44.96	\$3,896.20	\$7,792.40
Eighth Six Months	\$46.23	\$4,006.60	\$8,013.20	\$46.92	\$4,066.70	\$8,133.40	\$47.74	\$4,137.87	\$8,275.73
Maintenance Man	\$49.81	\$4,316.87	\$8,633.73	\$50.56	\$4,381.62	\$8,763.24	\$51.44	\$4,458.30	\$8,916.59
PS Group: IBEWMM-B (Level 9)									
PS Group: IBEWTURN (Level 3)									
<u>Turnaround Services Leadhand</u>									
PS Group: IBEWTURN (Level 4)									
	\$52.65	\$4,563.00	\$9,126.00	\$53.44	\$4,631.45	\$9,262.89	\$54.37	\$4,712.50	\$9,424.99
<u>Rotational Equipment Technician</u>									
PS Group: IBEWRET (Level 10)									
	\$55.03	\$4,769.27	\$9,538.53	\$55.86	\$4,840.81	\$9,681.61	\$56.83	\$4,925.52	\$9,851.04
<u>Maintenance Leadhand</u>									
PS Group: IBEWMM-B (Level 10)									
	\$52.65	\$4,563.00	\$9,126.00	\$53.44	\$4,631.45	\$9,262.89	\$54.37	\$4,712.50	\$9,424.99
<u>Maintenance Foreman II</u>									
PS Group: IBEWMM-B (Level 11)									
	\$55.21	\$4,784.87	\$9,569.73	\$56.04	\$4,856.64	\$9,713.28	\$57.02	\$4,941.63	\$9,883.26
<u>Maintenance Foreman I</u>									
PS Group: IBEWMM-B (Level 12)									
	\$57.61	\$4,992.87	\$9,985.73	\$58.47	\$5,067.76	\$10,135.52	\$59.50	\$5,156.45	\$10,312.89

	Jan/1/2017 to Dec/31/2017		Jan/1/2018 to Dec/31/2018		Jan/1/2019 to Dec/31/2019	
	Hourly	Semi Monthly	Hourly	Semi Monthly	Hourly	Semi Monthly
<u>Equipment Operator (in Training)</u> PS Group: BEVED-8 (Level 3)	\$37.27	\$3,230.07	\$37.83	\$3,278.52	\$38.49	\$3,335.90
		\$6,460.13		\$6,557.03		\$6,671.78
<u>Equipment Operator</u> PS Group: BEVED-8 (Level 1)	\$39.57	\$3,429.40	\$40.16	\$3,480.84	\$40.87	\$3,541.76
		\$6,858.80		\$6,961.68		\$7,083.51
<u>Equipment Operator (Thereafter)</u> PS Group: BEVED-8 (Level 2)	\$42.61	\$3,692.87	\$43.25	\$3,748.26	\$44.01	\$3,813.86
		\$7,385.73		\$7,496.52		\$7,627.70
<u>HVAC Technician</u> PS Group: BEVMM-8 (Level 9)	\$49.81	\$4,316.87	\$50.56	\$4,381.62	\$51.44	\$4,458.30
		\$8,633.73		\$8,763.24		\$8,916.59
<u>HVAC Technician Leadhand</u> PS Group: BEVMM-8 (Level 10)	\$52.65	\$4,563.00	\$53.44	\$4,631.45	\$54.37	\$4,712.50
		\$9,126.00		\$9,262.89		\$9,424.99

Turnaround Services employees will receive a safety boot allowance of \$.048 for each regular hour worked. The \$.048 per hour is derived from \$100.00 per year maximum boot allowance for a total of \$100.00 per year divided by 2080 the average regular hours if employees were to work a full year. As a result, of receiving this allowance, Turnaround Services employees are not eligible for safety boot reimbursement under the provisions of the Personal Protective Clothing Policy.

Temporary Labourer Foreman

The Temporary Labourer Foreman is assigned to work with and to direct the work of three or more employees (at the supervisor's discretion, may be less than three).

Assignment to Temporary Labourer Foreman will be made on a temporary basis only.

Maintenance Foreman II

The Maintenance Foreman II is assigned to direct the work of three or more workers on a project lasting five or more working days where there is no Foreman I or Supervisor with this responsibility. Assignments to Maintenance Foreman II will be made on a temporary basis only.

Maintenance Foreman I

The Maintenance Foreman I works with and directs a maintenance work force at the Sundance and Keephills Thermal Plants or the work force headquartered in Seebe.

ELECTRICAL/INSTRUMENTATION MAINTENANCE STAFF

	Jan/1/2017 to Dec/31/2017		Jan/1/2018 to Dec/31/2018		Jan/1/2019 to Dec/31/2019	
	Hourly	Semi Monthly	Monthly	Hourly	Semi Monthly	Monthly
<u>Apprentice Electrical/Instrumentation Maintenance Man</u> PS Group: IBEWEM-B (Level 1-8)						
First Six Months	\$27.33	\$2,368.60	\$4,737.20	\$27.74	\$2,404.13	\$4,808.26
Second Six Months	\$30.14	\$2,612.13	\$5,224.27	\$30.59	\$2,651.31	\$5,302.63
Third Six Months	\$32.71	\$2,834.87	\$5,669.73	\$33.20	\$2,877.39	\$5,754.78
Fourth Six Months	\$35.44	\$3,071.47	\$6,142.93	\$35.97	\$3,117.54	\$6,235.07
Fifth Six Months	\$38.09	\$3,301.13	\$6,602.27	\$38.66	\$3,350.65	\$6,701.30
Sixth Six Months	\$40.77	\$3,533.40	\$7,066.80	\$41.38	\$3,586.40	\$7,172.80
Seventh Six Months	\$43.53	\$3,772.60	\$7,545.20	\$44.18	\$3,829.19	\$7,658.38
Eighth Six Months	\$46.23	\$4,006.60	\$8,013.20	\$46.92	\$4,066.70	\$8,133.40
<u>Electrical/Instrumentation Maintenance Man</u>	\$49.41	\$4,282.20	\$8,564.40	\$50.15	\$4,346.43	\$8,692.87
PS Group: IBEWEM-B (Level 9)						
For a maximum of six months if less than four years						
Thereafter						
PS Group: IBEWEM-B (Level 10)	\$53.31	\$4,620.20	\$9,240.40	\$54.11	\$4,689.50	\$9,379.01
<u>Electrical/Instrumentation Maintenance Foreman</u>						
PS Group: IBEWEM-B (Level 11)	\$57.61	\$4,992.87	\$9,985.73	\$58.47	\$5,067.76	\$10,135.52
<u>Condition Monitoring Electrician/Thermographer</u>						
PS Group: IBEWCM-B (Level 1)	\$53.31	\$4,620.20	\$9,240.40	\$54.11	\$4,689.50	\$9,379.01
<u>Condition Monitoring Electrician/Thermographer</u>						
PS Group: IBEWCM-B (Level 2)	\$55.03	\$4,769.27	\$9,538.53	\$55.86	\$4,840.81	\$9,681.61
<u>Process Control Maintainer Level 1</u>						
PS Group: IBEWPNW-B (Level 1)	\$53.31	\$4,620.20	\$9,240.40	\$54.11	\$4,689.50	\$9,379.01
<u>Process Control Maintainer Level 2</u>						
PS Group: IBEWPNW-B (Level 2)	\$55.03	\$4,769.27	\$9,538.53	\$55.86	\$4,840.81	\$9,681.61

All Maintenance Staff

Effective January 1, 1997, all Apprentices shall be required to obtain their Alberta Journeyman Trade Certificate within a period of four (4) years (or as determined by the Apprenticeship and Journeyman Training Committee) from their commencement of duties as an Apprentice. Employees failing to meet this provision shall have their services terminated but the Company will endeavor to place them in another position.

Effective January 1, 2010, all Turnaround Service labourers are to be entitled to the labourer thereafter rate of pay after 1 year of equivalent full time service (2080 hours).

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Letter #1

Regarding Rearranged Hours of Work at Keephills and Sundance Generating Plants

EMPLOYEES COVERED

Keephills Generating Plant

Electrical/Instrumentation Maintenance Foremen, Electrical/Instrumentation Maintenance People, Apprentice Electrical/Instrumentation Maintenance People; Maintenance Foremen I and II, Maintenance Leadhands, Maintenance People and Apprentice Maintenance People and Labourers.

Sundance Generating Plant

Electrical/Instrumentation Maintenance Foremen, Electrical/Instrumentation Maintenance People, Apprentice Electrical/Instrumentation Maintenance People; Maintenance Foremen I and II, Maintenance Leadhands, Maintenance People, Apprentice Maintenance People; Labourer Foremen and Labourers.

AGREEMENT CHANGES

The Collective Agreement between TransAlta Generation Partnership and Local Union 254 of the International Brotherhood of Electrical Workers, is amended as follows:

ARTICLE 9 - HOLIDAYS

- 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, the employee shall receive another day off. Such day off shall be in the next scheduled eight (8) hour work period.

ARTICLE 13 - HOURS OF WORK

A (1); B (1)

A normal shift shall be designated as noted in Condition 4 of this Letter of Understanding.

A (5); B (5)

When an employee is rescheduled by the Company to work a shift with less than fourteen and one-half (14 1/2) hours off work between work periods or shifts, the employee shall be paid at regular time plus eight (8) hours additional straight time pay for the first shift worked.

ARTICLE 14 – OVERTIME

- F. When an employee, is required to work longer than ten and one-half (10 1/2) hours on an eight and one-half (8 1/2) shift or ten (10) hours on an eight (8) hour 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 last half of the eleventh (11th) hour on an eight and one-half (8 1/2) hour shift and in the first half of the eleventh (11th) hour on an eight (8) hour shift, and every four (4) hours thereafter provided overtime is to continue. Time spent eating such meals shall be considered as time worked.

CONDITIONS

1. The guiding principle in rearranged hours of work is that neither party should gain or lose compared to eight (8) hour shifts as outlined in the collective agreement. Continuation of rearranged hours will be subject to no additional costs or reduced plant operating efficiency resulting from this agreement.
2. Penalty hours at overtime rates that may arise due to rescheduling will be based on eight (8) hour days.
3. All paid days off, as stated in Company policies will remain at eight (8) hours except for general holidays, sick leave and bereavement which will be up to eight (8) hours on an eight (8) hour shift or up to eight and one-half (8 1/2) on an eight and one-half (8 1/2) hour shift.
4. Normal work periods will be as follows:

Day Shift

8 Hour Day Shift - starting between the hours of 6:00 a.m. and 9:00 a.m.

8 1/2 Hour Day Shift - starting between the hours of 6:00 a.m. and 9:00 a.m.

Evening Shift

8 Hour Evening Shift - starting between the hours of 3:00 p.m. and 6:00 p.m.

8 1/2 Hour Evening Shift - starting between the hours of 3:00 p.m. and 6:00 p.m.

5. Keephills and Sundance Generating Plants

Days off under this rearranged hours agreement will be the same Friday for all employees, however, if due to operational requirements this arrangement is not practical, alternate days off will be arranged after discussions with the Union and employees involved.

6. If shift maintenance is required for turnaround or emergency shutdown work the hours of work as per Article 13 A (1); B (1) may be reinstated by the Company. Changing from eight and one-half (8 1/2) hour days to eight (8) hour days does not constitute a shift change or change of hours of work.
7. Designated days off (generally Fridays) under this agreement will be scheduled such that three-day work weeks or four-day weekends are avoided. Days off for each subsequent year will be communicated to employees by December 1st in the year prior.
8. If employees are required to work on a designated day off due to operational requirements the employee will receive another, mutually agreed to, Friday off in its place. It is the intent of the Company to discuss any changes in Fridays off with employees as far in advance as possible (*see intents*).

Letter #2

Regarding Hours of Work Schedule for the Bow Valley Hydro Work Group

EMPLOYEES COVERED

Apprentice Operations and Maintenance Technicians, Journeyman Operations and Maintenance Technicians, Senior Operations and Maintenance Technicians, Electrical Foremen, Apprentice Maintenance People, Maintenance People, Maintenance Leadhands, Maintenance Foremen II, Maintenance Foremen I, Labourers, and Temporary Labourer Foremen headquartered at Seebe.

AGREEMENT CHANGES

The Collective Agreement between TransAlta Generation Partnership and Local 254 of the International Brotherhood of Electrical Workers, is amended as follows:

ARTICLE 9 - HOLIDAYS

- C. When one of these holidays is observed on an employee's scheduled day off and such day is not worked by the employee, the employee shall receive another day off. Such day off shall be in the next scheduled eight (8) hour work period.

ARTICLE 13 - HOURS OF WORK

A (1); B (1)

A normal day or shift shall be designated as noted in Condition 4 of this Letter of Understanding.

A (5); B (5)

The employer may implement a temporary evening shift as per Condition 5.

When an employee is rescheduled by the Company to work a shift with less than fourteen (14) hours off work between work periods or shifts, the employee shall be paid at regular time plus eight (8) hours additional straight time pay for the first shift worked.

ARTICLE 14 – OVERTIME

- F. When an employee is required to work longer than eleven (11) hours on a nine (9) hour shift or ten (10) hours on an eight (8) hour 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 twelfth (12th) hour when working a nine (9) hour shift or in the eleventh (11th) hour when working an eight (8) hour shift, and every four (4) hours thereafter provided overtime is to continue. Time spent eating such meals shall be considered as time worked.

CONDITIONS

1. The Company will not incur any additional costs as a result of rearranged hours of work compared to what would have been incurred if eight (8) hour shifts were worked, nor will plant operating efficiency deteriorate as a result of rearranged hours of work.
2. Penalty hours at overtime rates that may arise due to rescheduling will be based on eight (8) hour days.

3. All paid days off, as stated in Company policies will remain at eight (8) hours except for sick leave and bereavement which will be up to eight (8) hours on an eight (8) hour shift or nine (9) hours on a nine (9) hour shift.
4. Work periods will be as follows:

Operating and Maintenance Staff

Dayshift

9 Hour Day - 07:30 to 12:00 and 12:30 to 17:00

8 Hour Day - 07:30 to 12:00 and 12:30 to 16:00

The Company reserves the right to revert to the 3/4-hour lunch period if work schedules are not being met.

Temporary Evening Shift

The start times of the shift shall be arranged within the following hours:

- Between the hours of 16:00 and 19:00
 - The Company reserves the right to employ an evening shift based on business needs regardless of whether such work is Routine or Major Maintenance provided the duration of such evening shift is a minimum of 2 consecutive shifts.
5. Note: The Company reserves the right to revert to the ¾ hour lunch period if work schedules are not being met.

Letter #3

Regarding Rearranged Hours of Work for Hydro System Control Centre Operators

AGREEMENT CHANGES

The Collective Agreement between TransAlta Generation Partnership and Local Union 254 of the International Brotherhood of Electrical Workers is amended as follows:

ARTICLE 13 - HOURS OF WORK

Clause C, Twelve-Hour Shift Employees is amended in its entirety to read as follows:

1. TWELVE (12) HOUR SHIFT - FOUR (4) WEEK ROTATION

- 1) A normal shift shall be twelve (12) hours and an average of forty (40) hours shall constitute a weeks' work. In addition to the normal work week, an additional average of two (2) hours shall be worked at double time. The starting time of the day shift shall be arranged between 06:00 and 08:00, night shift from 18:00 and 20:00. The Monday night shift will be considered the start of the schedule/shift rotation.
- 2) The Company agrees to give the Union and employees at the Hydro System Control Center notice of intent to change the schedule. If ten (10) calendar days' notice is not given, the first two (2) shifts of the new schedule shall be paid additional straight time pay to a maximum of eight (8) hours per shift. 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.

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 occur between the Supervisor 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 Supervisor.

2. TWELVE (12) HOUR SHIFT - FIVE (5) WEEK ROTATION

- 1) A normal shift shall be twelve (12) hours and an average of forty (40) hours shall constitute a weeks' work. The starting time of the day shift shall be arranged between 06:00 and 08:00, night shift from 18:00 and 20:00. The Monday night shift will be considered the start of the schedule/shift rotation.
Employees working the five (5) week rotation will work one (1) week of Project Shifts. The intent of this period is to balance the employees' additional hours worked through schedule/shift rotation to zero (0) or as stated in 3) below.

- 2) As per Twelve (12) Hour - Four (4) Week Rotation
- 3) Employee's hours will balance within minus four (4) to plus eight (8) hours by the end of the five (5) week rotation.

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 Supervisor 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 Supervisor. In the event that these additional hours exceed eight (8) hours beyond the normal hours worked in a five (5) week rotation, 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 Five (5) Week Rotation;
- 2) Or secondly, by mutual agreement, an alternate equivalent amount of time will be added to the employees Hour Bank;

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.

3. PROJECT SHIFT ROTATION

- 1) Employees working the Project Shift Rotation (Project Operators) will normally work consecutive day shifts, Monday through Thursday, and shall be eight (8), ten (10), or twelve (12) hours per day as mutually agreed between the employee and the Supervisor, and the average of forty (40) hours shall constitute a week's work. The starting time of the day shift shall be arranged between 06:00 and 08:00. Monday shall be considered the start of the schedule/shift rotation.
Employees working the Project Shift Rotation will work twelve (12) hour shift rotations as required.
- 2) As per Twelve (12) Hour - Four (4) Week Rotation
- 3) Employees working the Project Shift week will work Evening Shifts as required. The Evening Shift shall be eight (8) or ten (10) hours per day as mutually agreed between the employee and the Supervisor. The starting time of the Evening Shift shall be arranged between 12:00 and 16:00.
- 4) The Project Shift employee shall be subject to a shift change with fourteen (14) hours notice, for the purpose of providing temporary coverage, for equal or lower level positions, as required by the Company. When a Project Operator has been rescheduled to a twelve (12) hour shift, overtime will only apply to those hours in excess of the total hours normally worked by the employee in that week.

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 Supervisor 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 Supervisor. In the event that these additional hours exceed the average of forty (40) hours in a work week, 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;

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.

Letter #4

Regarding Hours of Work at the Sundance Ash Plant

INTENT

To amend the collective agreement to establish a twelve (12) hour weekday and ten (10) hour weekend shift schedule at the Sundance Ash Plant.

AGREEMENT CHANGES

The Collective Agreement between TransAlta Generation Partnership and Local Union 254 of the International Brotherhood of Electrical Workers, is amended as follows:

ARTICLE 13 - HOURS OF WORK

C. Twelve-Hour Shift Employees

- (1) A normal shift shall be twelve (12) hours, Monday through Friday and ten (10) hours on Saturday and Sunday. An average of forty (40) hours shall constitute a week's work. The starting time of the day shift shall be arranged between 6:00 a.m. and 8:00 a.m. and night shift from 6:00 p.m. to 8:00 p.m.

ARTICLE 9 – HOLIDAYS

G. Pay for holidays for twelve (12) hour shift employees will be as follows:

- (1) Employees who work a weekday holiday will receive twelve (12) hours pay at the double time rate in addition to regular pay. Employees who work a weekend holiday will receive ten (10) hours pay at the double time rate in addition to regular pay.
- (2) If the holiday falls on a weekday and it is the employee's scheduled day off, the employee shall receive six (6) hours pay at double time. If the holiday falls on a weekend and it is the employee's day off, the employee shall receive five (5) hours at double time.

Letter # 5

Regarding Turnaround Services Employees

DEFINITION

A Turnaround Services employee is one who is hired for a specific term or project.

CONDITIONS

- A. Turnaround Services employees may be hired as an alternative to or in conjunction with contractors for work such as turnaround or special projects when there is an economic benefit to the company.
- B. Paycheques will be issued within one (1) week after the end of the pay period.
- C. Where applicable work hour records will be supplied upon request for the purposes of apprenticeship training.
- D. "Record of Employment" documents will be issued upon request for employees who are laid off for greater than seven (7) continuous days.
- E. Union dues will be deducted from the paycheck received for the period worked during the second half of the month.
- F. Turnaround Services employees may be "called-out" to work if there are no qualified permanent employees available.
- G. At the commencement of a specific term or project, a Turnaround Services employee will be informed, in writing, as to his shift schedule and hours of work. The written confirmation will be in the form of either email, labour dispatch notice, fax or hardcopy of any other sort.
- H. No employee shall be required to work on Saturday or Sunday except at overtime rates, unless rescheduled to work a continuous rotating schedule. The Union has been notified that a Turnaround Services employee, when 'standing in' for a permanent employee on routine maintenance (e.g. backfill situation), may be required to fulfill the duties of the particular permanent employee on his continuous rotating schedule. In this case, the Turnaround Services employee does not receive overtime rates for working on Saturday and Sunday.

COLLECTIVE AGREEMENT

The following provisions of the Collective Agreement between TransAlta Generation Partnership and Local 254 of the I.B.E.W. apply to Turnaround Services employees:

- ARTICLE 1 through ARTICLE 5 inclusive.
- ARTICLE 8 - EXPENSES - Clause A amended as follows and Clause E.
 - 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.

- ARTICLE 9 - GENERAL HOLIDAYS - Clauses A, E, F, Clauses B and D amended as follows.
 - B. Turnaround Services employees will receive five percent (5.0%) of base salary for general holiday pay on each paycheque.
 - D. When any of the general holidays listed above falls on a Saturday or Sunday, Management, at its discretion, may declare either the preceding Friday or the following Monday as the day off in lieu of the holiday. Turnaround Services employees working shifts as per Condition H of this letter, 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.
- ARTICLE 10 - VACATIONS - the article is amended in its entirety to read as follows:

Turnaround Services employees will receive vacation pay on each paycheque. The pay will be based on the employee's accumulated years of equivalent full-time service and basic salary rate calculated as follows:

Equivalent Years of Accumulated Service	% of Base Salary
less than 1 year	4%
1 to 6 years	6%
7 or more years	8%

(2080 regular hours equals 1 year of full-time equivalent service)

- ARTICLE 11 - Health and Welfare - Turnaround Services employees will be eligible for all benefits provided in the Company's benefit plans for turnaround employees.
- ARTICLE 12 - Salaries and Rates of Pay - Clause A, amended as follows, Clause E, and Clause I.
 - A. Employees holding an Alberta trade certificate for the TransAlta recognized trades shall be paid the Maintenance Person rate.

Since Turnaround Services employees are hired for a specific term or project, "continuous full-time equivalent service" is not impacted by short-term lay-offs between projects.

All other Turnaround Services employees shall be paid at a rate determined by the company.
- ARTICLE 13 - HOURS OF WORK – Clause A (1), (2) amended as below, (3) amended as below, (4) and (5) (*see intents*).

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.

Shift change notice penalties do not apply when an employee returns to his original shift or when an employee initiates a shift change due to promotion, transfer or Personnel Information Bulletin.

A shift is defined as the hours of work in a day (e.g., night, day or evening).

Night shift shall be considered the first shift of any given regularly scheduled day.

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).

- A. (2) The Company agrees to give the Union and Turnaround Services employees five (5) calendar days' notice of intent to change a shift during a specific term or project. If five (5) calendar days' notice is not given, the first two shifts of the new shift shall be paid at regular time plus eight (8) hours additional straight time pay (*see intents*).

(3) If changing an employee's schedule 35 days' notice must be given as per Article 13A (3). The 35 days' notice may be waived if a "Turnaround Services Mutually Agree Scheduled Change Form" is filled out by the Acting Supervisor and Employee and is approved by the Turnaround Services Supervisor.

- ARTICLE 14 - OVERTIME - Clause A, Clause F, Clause G, and Clause H, plus a new clause to read as follows:

J. Turnaround Services employees rescheduled at the Company's request, during a specific term or project, who work in excess of forty (40) hours in a calendar week will be paid at the double time rate for all hours in excess of forty (40).

- ARTICLE 15 - CALL-OUT
- ARTICLE 17 - SHIFT DIFFERENTIAL.
- ARTICLE 18 - STACKING OF PREMIUMS.
- ARTICLE 19 - NO STRIKES OR LOCKOUTS.
- ARTICLE 22 - UNION/COMPANY MEETINGS.

Letter #6

Regarding Term and Temporary Employees

INTENT

To define term and temporary employee categories. This letter does not apply to employees covered under the Letter of Understanding for Turnaround Services Employees.

AGREEMENT CHANGES

The Collective Agreement between TransAlta Generation Partnership and Local Union 254 of the International Brotherhood of Electrical Workers, is amended to provide for term and temporary employees as follows:

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 including the same incentive plan as permanent employees.

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 and not eligible for the incentive plan.

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.

Article 7 does not apply to term and temporary employees and therefore they do not have seniority for promotions, transfer and career development or layoff.

Term and temporary employees if hired permanent will have their vacation calculation date adjusted to include previous full time equivalent service.

Time worked as a term or temporary worker will not be credited towards seniority should they become full time employees.

Term and temporary employees may be “called-out” to work overtime if there are no qualified permanent employees available.

When a term or temporary employee is “over complement” to an established crew complement, he shall be subject to a schedule change with five (5) calendar days’ notice.

Letter #7

Regarding Extensive Overnight Absences Away from Home

INTENT

The intent of this provision is to recognize and provide additional vacation to compensate for the disruption and inconvenience resulting from extensive occurrences of overnight absences from home.

This letter is intended to provide compensation for those who are assigned to work away from home and is not intended for those who volunteer for the assignment.

Overnight absences in excess of twenty (20) per calendar year will be credited towards additional vacation days as described below.

DETERMINING THE AMOUNT OF ADDITIONAL VACATION

After reaching twenty (20) nights away the employee will be eligible for eight (8) additional hours of vacation. For each additional ten (10) nights away the employee will be eligible for eight (8) additional hours of vacation. At the end of the calendar year the number of additional vacation earned will be determined from the total overnight absences in accordance with the above entitlement.

The maximum additional vacation that can be earned is eighty (80) hours. No carryover will be credited to the next year's total nights absent if an employee earns the maximum eighty (80) hours.

SCHEDULING VACATIONS

The additional vacation earned will be added to the subsequent year's vacation entitlement and will be administered as per the policy for regular vacation, termination payout will also be administered in accordance with the policy for regular vacation.

SOME ABSENCES WILL NOT BE CREDITED

Only overnight absences resulting from the performance of normal duties will be credited in determining additional vacation. For example, absences due to training or departmental meetings will not be credited.

Letter #8

**Regarding the Joint Operational Improvement Committee
(Deleted 2017 Bargaining)**

Letter #9

Regarding Hours of Work at the Sundance Water Treatment Plant and Wabamun Lake Water Treatment Plant

INTENT

To document the Collective Agreement changes required for the current shift schedules worked at the Sundance Water Treatment Plant and the Wabamun Lake Water Treatment Plant.

AGREEMENT CHANGES

The Collective Agreement between TransAlta Generation Partnership and Local Union 254 of the International Brotherhood of Electrical Workers, is amended as follows:

ARTICLE 13 – HOURS OF WORK

C. Twelve-Hour Shift Employees

- (1) A normal shift shall be twelve (12) hours, Monday through Friday and ten (10) hours on Saturday and Sunday. An average of forty (40) hours shall constitute a week's work. The starting time of the day shift shall be arranged between 6:00 a.m. and 8:00 a.m. and night shift from 6:00 p.m. to 8:00 p.m.

Letter #10

Regarding Labourers and Maintenance People Coverall Allowance

This letter confirms the Company's and Union's agreement to cease payment of the \$25 per month coverall allowance to all Full-Time Labourers and Mechanical Maintenance employees and \$.144 per hour coverall allowance to Turnaround Service employees (\$300/yr. coverall allowance/2080 hours = \$.144/hr). In replacing the coverall allowance, the company will supply and launder coveralls for the above mentioned employees.

The agreement was ratified by the Labourer, Mechanical Maintenance and Turnaround Services employees represented by IBEW local 254 working at Alberta Thermal on (insert date). The agreement forfeits the \$25.00 (Full-Time) and \$.144/hour (TAS) additional allowance per month for coveralls in return for company supplied and laundered coveralls.

The company has contracted Canadian Linen to supply individual keyed lockers, and eleven (11) pairs of coveralls for each labour and mechanical maintenance employee. The contract also includes laundering and coverall repair services.

It is further agreed that the Company and Union will work jointly together to ensure minimal disruption from a result of incorrect sizing, coverall cleaning and deliveries.

The \$25 per month or \$.144/hr allowance will cease once all employees have been properly sized, given a key for their individual locker and completed and signed a waiver form; whichever comes first.

In the event the Company and Union cannot manage to the original agreement of supply, cleaning, mending and lockable lockers, and all recovery options are exhausted, it is agreed that the \$25.00 per month or \$.144/hr allowance will be reinstated and coverall supply, laundering and mending stopped. The implementation back to the \$25 allowance or \$.144/hr will be completed in such a manner as to avoid unnecessary disruption and costs. This process will include a signing off procedure to ensure all coveralls, keys and related items are returned.

Letter #11

Regarding Rotating Shift for Laboratory Employees at Sundance and Keephills.

EMPLOYEES COVERED

All Laboratory Employees

Laboratory staff at the Sundance and Keephills plants work a rotating schedule providing day shift coverage only, including weekends.

There will be two (2) – fifteen (15) minute coffee breaks daily. Furthermore, there will be one (1) - thirty (30) minute unpaid lunch daily. Break times will occur as work load permits but will generally follow the following times: 09:30 am coffee – 12:00 pm lunch – 14:30 pm coffee.

CONDITIONS:

4. Normal work schedule will be as follows:

Sundance:

Four (4) week rotation averaging 40 hours/week

Keephills:

Two (2) week rotating schedule averaging 40 hours per week

The start time of the shift shall be arranged between the hours of 6:00 a.m. and 8:00 a.m.

5. Laboratory Staff working a regular shift (not overtime) on a Saturday or Sunday shall receive an additional one (1) hour's straight time pay for each Saturday or Sunday so worked.
6. Supervisor must sign off on all mutuels.
7. Employees scheduled for weekend coverage shall not take vacation or VO on Friday, Saturday, Sunday or Monday unless mutually agreed.
8. When an employee works the Stat, they will receive pay at double time rate in addition to their regular pay. If the employee does not work the stat, they will receive the first day of their regular shift off with pay, or they will receive a days' pay in lieu of the day off.
9. Laboratory staff are part of the Operations group and as such are subject to the shift and schedule notice periods, and associated penalties outlined in Article 13. C. (3)

Letter # 12

Regarding Permanent Redeployment

This letter outlines the procedure to be followed when it is determined by the company that, as a result of a business need, a permanent redeployment of employee(s) is required.

During 2005 negotiations, redeployment was discussed and it is not the company's intention to arbitrarily reassign employees on a permanent basis. A number of permanent redeployment situations were discussed. While not an exhaustive list, the examples included:

- Redeployment as a result of Wabamun Decommissioning
- Journeyman status requirement in a department or specific plant.
- The need to address a lack of experience or skills imbalance at the journeyman level in a specific department, area or plant.

After a determination that a redeployment situation exists, the company will notify the union and a meeting will be held to discuss the situation. While the intent of the meeting is to discuss other possible options, pending no other practical solutions, the company will follow the following process:

- Seek qualified volunteers with Journeyman status.
- Pending no volunteers, the company will select the most junior qualified journeyman employee(s) for permanent redeployment.
- If redeployment to another headquarters is necessary and not enough volunteers step forward, the junior employee from the headquarters job family needing redeployment will be redeployed.

Letter # 13

**Regarding the Implementation of the OMT Program to the Hydro
Maintenance Workforce (Deleted 2017 Bargaining)**

Letter #14

Regarding the Intent of Contractor Usage in Relationship to IBEW

During bargaining for the 2000 collective agreement between TransAlta Utilities and IBEW, Local 254, the union raised concerns regarding TransAlta's practice of using both union and no-union contractors at TransAlta. Key interests were identified and a balance was sought to respect both TransAlta's need to remain competitive in a rapidly evolving marketplace as well as the job security concerns of the Union. TransAlta is fully committed to sustain and grow its competitive position in a changing market place through continuously improving the cost of production and generation outputs. This means continuously questioning processes and practices to ensure utilization of all resources is being optimized.

In regard to the use of contractors in Power Production, TransAlta's intent is as follows:

- Recognizing that we have a mutual interest to remain competitive, TAU chooses to staff for base load operating requirements and to utilize contractors during peak requirements.
- Communicating is recognized as a significant opportunity to enhance the understanding of the business and decisions made to optimize business outcomes. Respecting the relationship between T.A. and IBEW, where union and non-union contractors are equally effective, inclusive of costs, capacity, competencies, effectiveness and safety, we prefer to use union contractors. Except in emergencies, we are committed to advising local plant representative prior to contractors being used.
- To address concerns around the use of contractors, we will strengthen communications by consulting with IBEW when planning and scheduling manpower requirements for major projects.
- TransAlta is fully committed to sustain and develop core competencies in staff to support the business and create the opportunity for personal development. Core competencies may change with the introduction of new technologies or business processes. Our role in Power Production is to continuously assess which core competencies are required to "operate" and "maintain" equipment effectively, however and whenever those competencies are best provided, and for those deemed best held in our staff, provide the training needed to support that work.
- To open the opportunity to be more cost effective in Capital work execution and to support development and training of staff, consideration should be given the applicable Business Units executing or managing the Capital work prior to fully contracting out this work.

There needs to be recognition that;

Because of the broad range of issues to be addressed in this business, there will be some work not addressed through unionized suppliers.

Long term relationships that have supported the business well and may have contractual commitments within them need to be a consideration. An example of this type of relationship is the one between ourselves and Alstom that supports the quality and standards needed to ensure the ongoing reliability of turbines.

To keep TransAlta a leading-edge producer one key strategy has been to staff for base load while using contractual relationships to support peak labour demands, or to provide skills that are not “core” to generation.

Where work is best performed through contactor relationships TransAlta’s Approach is;

Harmony in the work place is essential to getting “all” work accomplished in an efficient and cost-effective manner. Recognizing our staff is represented through a unionized relationship with the IBEW, and this relationship is highly valued and respected by TransAlta, every effort to minimize the instances where our staff will be working along- side of non-union personnel will be made.

Both union and non-union suppliers will be given the opportunity to perform work with the decisions arrived at, communicated to staff and the IBEW.

Letter #15

**Regarding the Operations Staffing of Keephills 3 (K3) Generating Plant
(Deleted 2017 Bargaining)**

Letter #16

Regarding Commercial Operation of Keephills 3

Attention: Carter Woloszyn

IBEW Local Union 254
3615 – 29 Street N.E.
Calgary, AB
T1Y 5W4

Date: September 11, 2009

Further to our conversation on September 3, 2009, Keephills 3 is expected to begin commercial operation in early 2011. TransAlta Generation Partnership and the IBEW Local 254 reached a Letter of Agreement addressing the needs of both parties as Keephills 3 went through commissioning phase of the project. In order to support the smooth commissioning of the plant, the Letter of Agreement relaxed a number of terms and conditions contained in the collective agreement between the parties.

Upon the commencement of commercial operations or shortly thereafter, Keephills 3 will become part of the TransAlta Generation Partnership fleet at Alberta Thermal. A number of questions have been raised related to the terms and conditions that will apply to the employees represented by the I.B.E.W. once K3 begins commercial operations. I would like to clarify the company's position as it related to the current collective agreement and its application to IBEW represented employees at K3.

Upon commercial operation of Keephills 3:

- Headquarters for Keephills will include Keephills 1, 2 and 3.
- Employees at Keephills 3 will be required to rotate through all aspects of the job as there will be no designated "Areas" as they currently exist at Sundance.
- The collective agreement between TransAlta Generation Partnership and the I.B.E.W. Local 254 will apply to Keephills 3 with the following exceptions:
- Article 12 – Salaries and Rates of Pay
- Operations employees hired to staff K3 will be required to progress to Level 10.

Please contact me if you have any questions or concerns or if you wish to discuss further.

Yours truly,

Bruce Smith

Manager, Labour and Employee Relations

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Article 6 - Intent of Clause A - Probationary Period

All new employees hired into a permanent position must complete a 6 month probationary period before becoming permanent.

Temporary, Term or Turnaround Services employees who are hired into a permanent position must also complete a 6 month probationary period before becoming permanent.



Article 6 - Intent of Clause E - Layoffs

Although the layoff clause is written primarily dealing with a single lay off the same process shall be used when dealing with a multiple lay off scenario. In a multiple lay off situation the most senior of the junior employees affected by the layoff will be given the first choice, the second senior the second choice etc. when it comes to bumping rights.

If the number of layoffs within a trade family at one Head Quarters equals or is less than the number of vacancies at other Head Quarters within the same trade family no bumping will apply and the senior of the junior employees will be given the first choice of Head Quarters with the vacancies. The example being:

Layoff declared at Wabamun of 3 mechanical maintenance people and there are two vacancies at Sundance and one vacancy at Keephills within the Thermal mechanical trade family.

Of the three excess mechanical maintenance the three most junior employees are "A" with 2 years, "B" with 1 year and 9 months and "C" with 1 year. Employee "A" would be given the first choice as to Keephills or Sundance. If he chooses Sundance then employee "B" would be given the choice of Keephills or Sundance and employee "C" would be offered the remaining vacancy.

The same is true when going outside of the trade family. If a vacancy exists and the employee is declared capable of filling that role he must take the vacancy rather than exercise the bumping clause.

When looking at employee's seniority, the seniority as of January 1, 1994 is based on unbroken time within the IBEW bargaining unit. Prior to 1994 bargaining no layoff clause existed and it was decided in order to treat all existing members equal at that time seniority would be granted from the first day one started with the IBEW however from January 1, 1994 forward anyone who left and came back after January 1, 1994 would come back into the IBEW with zero seniority.

If two employees subject to layoff have the same start dates, in order to come up with a reasonable method of granting first choice we will follow the following process;

- *should one employee have additional IBEW service (Turnaround Services time, temporary or term employees) this time will prevail and barring that,*
- *should either employee have additional corporate time this time will count and the employee with corporate service would prevail.*

Excerpt from Hydro Layoff Committee Feb. 2002

For the purpose of layoffs only the Hydro planners will be considered a trade family of its own. The reason for this is when filling vacancies applicants are accepted from all trade families provided the applicant has the qualifications.

Excerpt from 2004 – 2005 Memorandum of Settlement



Article 8 - Intent of Clauses A – Headquarters

"Headquarters" as defined in this Article treats the thermal plants as one headquarters but only for the purposes of Clause A dealing with out-of-pocket expenses. Clause B has historically defined headquarters in the hydro plants as the Hydro Group to which the employee is assigned on a regular basis such as Seebe, Spray, Ghost etc.



Article 8 - Intent of Clauses B and C – Headquarters

These two clauses were originally Hydro Plant clauses and applied to situations where employees headquartered at Seebe and Spray may be assigned either on a daily basis away from their headquarters such as Ghost (Clause B); or on longer assignments than a day (several days) away from their headquarters for maintenance work at Brazeau, Bighorn or Ghost (Clause C). In Hydro, headquarters were Seebe, Spray, Ghost and Bearspaw.

During the 2005 negotiations discussions were held on the previous decision to cease maintaining a staff compliment at Spray and Rockyview. This decision resulted in both Spray and Rockyview no longer being considered Headquarters. Employees impacted by this decision were permanently reassigned to Seebe. There were questions and concerns from the Union seeking clarification on how this decision was made. As discussed, the following guiding principles were used and will be used in future headquarter discussions:

- *There was no longer a business need for employees to be there and/or assigned on a regular or daily basis*
- *Regular tasks requirements were not required at these sites on a regular basis.*
- *A majority of an employees' work was no longer at Spray or Rockyview*
- *No longer a requirement to have an employee reassigned on a regular basis.*

As a result, employees were permanently assigned to the Seebe headquarters and a centralized workforce in Hydro was established. All employees headquartered at Seebe commence work in line with all IBEW employees covered by the collective agreement.

With respect to working at remote sites away from Seebe, the intent is to not inconvenience an employee by having him start work at a remote site. Work will start at the normal start time at the remote site if it is mutually agreeable between the employee and supervisor. If not, other arrangements consistent with standard TransAlta work practice will be made (looking for volunteers and/or having employees show up at Seebe and travel during regular work hours etc.).

The Company and Union agree that Bighorn is not considered a headquarters



Article 8 - Intent of Clauses C – Transportation Between Headquarters

It is the intent that once an employee reports to work, should the Company wish to redirect/re-assign the employee to a different headquarters, the Company will make all reasonable attempts to supply the employee with transportation to the new location. Should the situation arise that after all reasonable attempts are made and no transportation is available, the Company will then request the employee to use his own vehicle and the employee will be reimbursed for all mileage incurred as a result of the redirection/re-assignment.



Article 8 - Intent of Clause C – Working Between Hydro and Thermal

Excerpt from 2000 Memorandum of Agreement

When requiring permanent employees to work between Hydro and Thermal, the Company and IBEW agree to the following process:

1. *The Company will indicate the project and duration and make a request looking for qualified volunteers. If not, enough qualified volunteers come forward within 24 hours the Company will move to Step 2. If too many volunteers come forward, move to step 3.*
2. *The Company will assign the most qualified junior employees on a rotating basis. The rotating process will be based on the most qualified junior employee being assigned to the first project and the second most qualified junior employees being assigned to the second project.*

If two or more employees are required on one project the two more qualified junior employees will be assigned and for the next project the next project the next qualified junior employees will be assigned.

This ratcheting effect will ensure fair treatment to assigned employees.

3. *The Company will assign the most qualified senior employee on a rotating basis. The rotating process will be based on the most qualified senior employee being assigned to the first project and the second most qualified senior employees being assigned to the project.*

If two or more employees are required on one project the two more qualified senior employees will be assigned and for the next project the next qualified senior employees will be assigned.

This ratcheting effect will ensure fair treatment to assigned employees.

Both volunteers and assigned employees will receive the benefits of Article 8C.



Article 8 - Intent of Clause E – Payment for Mileage Expenses

Letter from Larry Pangracs to Rick Hale, dated August 12, 1996

The intent of this letter is to clarify the payment of mileage expenses at the Thermal Plants. Currently there are inconsistent practices regarding the payment of mileage especially for training and staff meetings. At times we have gotten away from the principles stated in Article 8 of the collective agreement regarding reimbursement for "out-of-pocket" expenses and the intention that the employee should neither lose nor profit from expense allowances. Therefore, effective today, the principle of reimbursement for "out-of-pocket" expenses will be consistently applied. The following are examples of this application.

An employee lives in Stony Plain and works at Sundance. He attends a training session in Edmonton. The distance to the training session is less than he normally travels to Sundance. 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 Wabamun and works in Sundance. The employee attends the same training session in Edmonton. The employee is eligible for mileage expense reimbursement because he has incurred an expense beyond what he would normally have.

An employee lives in Stony Plain and works at Keephills. The employee volunteers for a temporary work assignment at Sundance. 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 lives in Stony Plain, works at Sundance and attends a half-day session in Spruce Grove and then travels to Sundance. He would be eligible for reimbursement for mileage beyond what he would normally have in traveling to Sundance. In this case the distance from Stony Plain to Spruce Grove and return. The mileage to Sundance would not be eligible for reimbursement because the employee would have traveled this distance on a normal workday.

For Volunteers who volunteer to a project at another plant -

Article 8A in the contract applies to all situations where people are moved between plants.

Loss of Carpool expenses are not considered allowable "out-of-pocket" expenses for days that the employee normally would not have driven.

For People who were "Assigned" to work at other than their normal plant or to a project at another plant-

Article 8 B in the contract applies to all situations where people are moved between plants.

Loss of Carpools are not considered allowable expenses.

As per the 2004 and 2005 Memorandum of Settlement carpools will not longer be recognized when applying mileage expenses.

Excerpt from 2004 – 2005 Memorandum of Settlement.

Interpretations -

"Out - of - Pocket" expenses -

Costs incurred as a direct result of company business, must be credible and honestly reported. The intent is that the employee neither profits nor loses. Expenses are considered allowable if they are more than what the individual normally would have incurred by reporting to his normal workstation. Management staff are the only people who can authorize expenses, so if you're not sure, ask first. Individuals who knowingly falsify the reporting of expenses are subject to disciplinary action (considered theft).

Excerpt from Lotus notes dated June 4, 1999, sent by Rick Ehlers to Power Production Managers.



Article 9 – Intent of Clause B - Stat Holidays for Apprentices While Attending School

Apprentices attending school will follow the school's schedule for hours of work including stats, with no gain or loss in pay.



Article 9 - Intent for Clause C – Handling of Stats for Non 12 hour Shift Employees

As per Article 9 C, the employee shall receive a regular days pay in addition to his salary or another day off in lieu of the holiday. This means that we should first try to schedule a day off in lieu before we look at extra pay for the stat. Normal practice for this has been to designate the first scheduled workday following the stat as being the employee's lieu day off. If it is not possible to give this day off, then another mutually agreed to day will be designated. This day must occur within 30 days of the stat holiday, before or after. In either of these scenarios, the employee receives their normal monthly pay and the designated day off in lieu.

If another day off in lieu is not able to be designated within 30 days of the stat holiday, then the employee will receive a regular days pay in addition to his salary for the stat. Since the employee is already receiving their normal monthly salary, they would receive an additional straight time days pay. For employees who receive this extra days pay, it would be paid like overtime, i.e. 4 X 2 for a stat falling on an 8-hour day, 4.5 x 2 on a 9-hour day, 5 x 2 on a 10-hour day and 6 x 2 on a 12-hour day. The reason for paying the stat in this manner is due to SAP requirements.

Excerpt from 2004 – 2005 Memorandum of Settlement.



Article 9 – Intent of Clause D - Stat Holiday Falls on a Normal Working Day

I believe we are obligated to have the individuals work the stat and pay the overtime unless there is a different historical practice out there for maintenance.

The main reason would be the fact that the employee is told many months ago (or at least 35 days) which weekends he is needed to work and plans his life accordingly. This may include a stat holiday weekend. For us to then come back a week before and say they don't need to work it to save overtime isn't terribly fair to the staff who've already planned around working the weekend.

I'm not sure what we've done in the past, but this seems to make the most sense.

Excerpt from Lotus Notes dated July 22, 1999 Mike Bartel to Rick Ehlers

As far as the collective agreement goes, I do not believe it forces us to work a continuous shift employee on the stat. However, we do have a practice in operations of working employees on the stats, except when they are on maintenance week. Even students who are scheduled to be working a 12-hour shift on the stat, do so. I think this is tied to the belief that we shouldn't alter the compliment. And certainly, it would not be appropriate to give an employee a night shift off as a stat when he can't do anything with it.

I think we need to consider how the stat 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 stat, 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 stat 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 stat 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 stat overtime.

Excerpt from Lotus Notes dated July 21, 1999 Rick Ehlers to Russ Brown



Article 12 - Clause A - Salary Schedules A & B – Temporary Labour Foremen

Created By: Rachelle Mackenzie on 2002/11/20 at 10:15 AM

It is agreed by both parties that the supervisor has the ability to use discretion when assigning a Temporary Labour Foreman when in charge of fewer than three (3) people.

An example may be when put in charge of summer students who may require more supervision due to being new to the work force versus that of a full-time labourer.



Article 12 – Clause A - Intent of Laboratory Technician Certificate Pay

Laboratory Technicians who have a Chemical Technology Diploma will receive a \$50.00 per month Certificate Pay.

Existing Laboratory Technicians, who do not have a Chemical Technology Diploma, are eligible for \$25 per month Certificate Pay if they completed the Custom Chemical Course and \$50 per month, if they completed both courses:

Custom Chemical Course (NAIT) - \$25.00

Quality Assurance for the Environmental Analytical Laboratory (NAIT or equivalent) - \$25.00



Article 12 – Clause A - Intent of Coverall Allowance

The \$25.00 per month coverall allowance is to apply to Labourers, Maintenance People, Maintenance Leadhands, and Maintenance Foreman covered under "Maintenance Staff" in Salary Schedules A. The collective agreement indicates allowances for Labourers and Maintenance Person classifications only, however the intent is to provide this allowance to all mechanical maintenance people who work in dirty conditions "with the tools". It is not the intent of this allowance to be rolled into base pay but to be paid as a separate taxable allowance and thus would have no effect on employee benefits



Article 12 – Clause A - Intent of Summer Student Categories

The following are the categories for payment of wages for summer students:

Students hired to perform non-skilled work such as grass cutting, painting, janitorial, etc., would be paid the standard Company summer student rate of pay.

Students hired to perform skilled work normally performed by IBEW members, would be paid the First Six Months Apprenticeship rate for that trade. This would include Students hired in Operations to work on a crew and would also include Technologist Students hired to work in Maintenance. Because these students are performing skilled work normally performed by IBEW members and are being paid a collective agreement rate, they should also pay IBEW union dues.



Article 12 – Clause C - Hiring Pay for External Electrical Journeyman into Technical Operator Position

The following is the agreed practice for pay when externally hiring an electrical journeyman into a complement Technical Operator position.

Based on experience and market, the new employee may be hired within the Apprenticeship Technical Operator range or up to the Journeyman Operator rate.

If hired at an Apprenticeship Operator rate, he would progress at six-month intervals to the Journeyman Operator rate. However, once he assumes the full duties of the job and taking standby etc. he would be moved immediately to the Journeyman Operator rate.

After being at the Journeyman Operator rate for one year, he would move to the Technical Operator rate.

If an employee was hired at the Journeyman Operator rate, he would also move to the Technical Operator rate after one year but only if he is performing the full function of the Technical Operator job.



Article 12 - Clause G - Guidelines for Special Assignments within IBEW Jobs

1. *Information bulletins should be posted within the Plant for special assignments of six months or more and should include:*
 - Duties and responsibilities*
 - Appropriate duration*
 - Qualifications*
 - education*
 - experience*
 - seniority*
 - Rate of pay if applicable*
 - Closing date*
2. *For special assignments notice periods and penalties do not apply.*
3. *Subsequent moves due to the special assignment will either be filled by an information bulletin or will be filled with the most senior qualified person within the Business Unit. The decision to PIB or fill with the most senior qualified person will be made by the Supervisor with the vacancy. If filled with the most senior qualified person and it is a lateral move, applicable penalties apply. If this is a promotion, no penalties apply.*
4. *Employees who applied and where not successful will be notified of the decision and the reasons why. The intent of informing the unsuccessful candidates of the reasons why they were not selected is to enable these employees to be aware of the areas they may need to develop to be successful on future opportunities.*
5. *The intent of these guidelines and information bulletins is to inform employees of special assignment opportunities. They are not considered postings as per Article 7 of the IBEW Collective Agreement and are not subject to the grievance procedure.*



Article 12 – Clause G - Leadership Development Opportunities

The Company will continue to offer developmental opportunities to staff where appropriate. The intent is that permanent full-time employees will have first opportunity to leadership development. However, consideration must be given to business requirements. For example, if an employee has an expertise in a certain area that is required on another job, they may not be able to take on the development opportunity.

With respect to communicating development opportunities, they will continue to be communicated via email as per the process developed and documented by the Turnaround Services Supervisor. In the event a permanent full-time employee expresses interest in a development opportunity and is not successful, they will be notified of the decision in writing including the reason why.



Article 12 – Clause G - Operations Developmental Pay

We have agreed, in negotiations with IBEW, to a new pay practice for employees assigned to temporarily replace an out of scope operations supervisors. 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 change will become effective December 1, 1999. The amount employees will receive when assigned to temporarily replace an out of scope operations supervisor will be as per salary schedule B (IBEWOP-B Level 12) plus 7%

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.

The primary use for the developmental pay will be in replacing shift supervisors, however it may also be used in Hydro when an employee is assigned to replace an operations supervisor and has responsibility for that Hydro system. It may also be used in the System Control Centre when the company has a need to temporarily replace an out of scope supervisor.

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

Excerpt from Lotus Notes dated November 12, 1999, sent by Rick Ehlers, on behalf of Jim Benedict and himself, to Rick Hale and the Thermal, Hydro and SCC managers.



Article 12 – Clause G - Pay for Temporarily Filling Maintenance Supervisor and Planner Jobs

The following explains the application for pay when IBEW employees temporarily fill maintenance supervisors and planner's jobs.

Maintenance Supervisors

Temporary Foreman I rate as indicated in the salary schedule for these developmental roles. The rate is equivalent to the old Foreman I rate as indicated in the salary for these developmental roles.

The Temporary Foreman I rate will be paid in the following circumstances:

- *When temporarily covering for non- union supervisory staff.*
- *When supervising other Foreman.*
- *When assuming a number of the following accountabilities:*
 - *Scheduling, managing a crew, day to day reporting, scheduling contractors, coordinating among work groups.*

Planners:

- *When working in a planner function for personal development, the employee will maintain and carry his current rate of pay.*
- *When partially filling the planner role and/or assisting a planner, the employee will be paid Foreman II rate of pay.*
- *When filling the role of a planner, the employee will be paid the Foreman I rate of pay.*

Temporary Foreman II rate will continue to be used for employees who are leading smaller projects and jobs with a lower accountability than Foreman I.

Foreman I and II will be expected to bring performance issues to the attention of the employee and to a Foreman I or supervisor if they go uncorrected. They will not have the authority to hire, fire or discipline.

In all cases employees being paid the Temporary Foreman I rate will have authority to sign time sheets and issue shift notice. They will not have the authority to hire and fire or discipline. They will be expected to bring performance issues to the attention of the employee and to a supervisor if they go uncorrected.



Article 13 - Preamble - Intent of Shift Change Notice

Shift change notice, whether it is 5, 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 is returning to his original shift schedule following a previous shift change or as a result of the employee initiating a shift change due to a promotion, transfer or PIB.

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 complimentary position. 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 receives a transfer or career development opportunity (Transfer & Career Development). 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 is selected on an in plant PIB. 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.

Training Pool, Term and Temporary Operators

Some of the above scenarios may apply to Training Pool Operators (TPO) as well as the Term and Temporary Operators, however there are also specific situations that apply.

When working on a crew and is over and above the normal complement of the crew, (e.g. he is the 14th man on a 13 man crew) 5 days notice is required to change his shift schedule. If 5 days notice is not given, the penalties detailed in Article 13 C (3) will apply depending on if the employee's days off have been affected.

When backfilling a compliment position and is therefore part of the normal complement of the crew, (e.g. he is the 13th man on a 13 man crew) and he is subsequently had his shift schedule changed, the normal short notice penalties, including the 35 day clause, will apply.

This memo is to clarify the interpretation of shift change notice for changing an employee's start time. This concern has come up again and the collective agreement is not clear on how much notice must be given to employees when changing the start time of their shift. An agreement exists with IBEW and is as follows:

Five days notice is required to change an employee's start time. If 5 days notice has not been given, then the first 2 shifts of the new schedule (start times) are paid at overtime rate (regular time plus 1X overtime). However, another option is to have the employee work their normal shift and add the extra time to the shift as overtime. The following is an example referring to a maintenance employee moved to an earlier start time where 5 days notice is unable to be given in time. The same could be done with a later start time requirement by adding the overtime at the end of the shift.

Provide written shift change notice as soon as possible, effective 5 days from time of notice.

For any shifts that fall before the fifth day, pay overtime up to the original start time i.e.:

Original shift 12:00 am to 8:30 am, a total of 8.5 hrs

The work requires a change to the shift to 7:00 pm to 7:00 am, a total of 12 hrs

Provide shift change notice to move regular shift from 10:30 pm to 7:00 am with overtime from 7:00 pm to 10:30 pm

For the days that fall prior to the 5 day period, pay overtime from 7:00 pm to 12:00 am and regular time 12:00 am to 8:30 am (This is a long day, so any safety issues would have to be considered).

Excerpt from Lotus Notes dated September 23, 1999 sent by Rick Ehlers to Power Production FLCs



Article 13 – Preamble - Minimum Number of Shifts Required to Initiate Shift Change

The purpose of this memo is to communicate a decision on the appropriateness of a shift change for one shift for employees.

The issue of giving an employee a shift change for one shift was raised at the last Thermal Labour Management meeting. We were given the action item to determine, and to communicate, if it is appropriate to give shift change notice for one shift only. We discussed the issue and I reviewed it with the Thermal Plant Managers and Maintenance Superintendents.

Consensus is that we should not be providing employees with shift change for one shift only. The amount of situations where this could actually be used and result in savings are very few. When this was weighed against the concerns it creates in some employees, it was determined not to be worthwhile. It was agreed that a common-sense approach should be applied when giving employees shift change notice, however, as a minimum we should not give employees a shift change unless it is for at least two shifts.

Excerpt from Lotus Note dated October 19, 1997, sent by Rick Ehlers to Rick Hale

The Company and Union have agreed, for the purpose of performing Brazeau Brushgear PMs off peak that the company will be allowed to schedule employees to nights for one shift. This was agreed to with the understanding that the single night shift would not be scheduled to commence at 23:00 on Sunday night, as this would have significant impacts on the employee's weekends.

Although the purpose of changing this shift is to perform Brushgear employees will fill in the rest of the night shift performing work related to the outage or other work as required.

As a general rule the shift will be scheduled to start at 23:00 on Wednesday night, which under normally circumstances would be the last shift of the week. When shifted to nights the employee will not be required to work the Wednesday day shift and loose no pay as a result (accommodation of Article 13B4). In order to accommodate business needs the single night shift may start Monday, Tuesday, Wednesday or Thursday at 23:00.

Excerpt from Lotus Notes dated October 27, 2003 sent by Roy Montieth and Carter Woloszyn



Article 13- Preamble - Daylight Savings Time Change Shifts for Operators

This memo is in response to our meeting on the issue of working shifts when the time changes to and from daylight savings time. I have reviewed the issue with Power Production and SCC management and we have agreed on the following:

Employees working the 11 hour shift during the spring time change will continue to receive their normal 12 hour shift pay.

Employees working the 13 hour shift during the fall time change will receive their normal 12 hour shift pay plus 1 hour overtime. This 1 hour overtime is eligible for shift differential as is normally the case for overtime while filling a compliment position.

Despite some concern about the need to change our current practice as it seems to be an equitable balance of hours, the change was agreed to based on the following reasons:

A concern for the relationship with our employees and the IBEW. We didn't want this issue creating problems in the operating staff when more than ever we need employees focused and committed to their jobs. The method IBEW took to raise this issue and work it through rather than resorting to a more confrontational approach made coming to a resolution easier.

A market comparison determined that APL and Edmonton Power are paying the extra hour overtime and not deducting pay on the 11 hour shift.

The dollar cost of making the change is relatively small given the number of employees affected.

Excerpt from Lotus Notes dated April 1, 1999, sent by Rick Ehlers to Rick Hale



Article 13 - Intent of Clause A & B - Shift Change Duration

The general rule is the duration of a shift change from Days to Evenings or Nights will be a maximum of fourteen (14) days for those employees whose regular shift is Days.

The fourteen (14) day period may be extended by mutual agreement between the employee and the supervisor. There may be other situations that require an extension. These may include the availability of skilled or qualified employees or the completion of a project/job within a short duration. However, the intent is to not keep employees on nights or evening shifts for long periods of time.



Article 13 - Intent of Clause C (2) Operations Maintenance Week

The clause provides for the current practice of having normal maintenance or spare shifts on Monday to Thursday rather than Monday to Friday. It is understood that for the purpose of training, Monday to Thursday maybe changed with 35 days notice.



Article 13 - Intent of Clause C (4) Operator Extra

The application of the operator extra was discussed and agreed as follows:

- Long term emergency coverage
- Short notice for schedule change 24 hours
- Maintain flexibility of day job to allow for coverage
- Availability for smaller projects
- Provide coverage for equal or lower level positions
- Normally works a day shift the same as maintenance employees
- It is an internal bid position (normally senior employee)
- Maintains his extra week (24 hour continuous rotating shift) vacation
- Monday shall be considered the first day of the week for balancing of hours

Excerpt from the 2000 Negotiations Memorandum of Agreement



Article 14 - Guidelines for Overtime

Overall Principles

1. Overtime is optional and there are no management commitments to volume worked or equitable distribution.
2. These guidelines are to be used for resourcing of overtime, when the Company deems available, with regard to routine, project or major maintenance related work.

GUIDELINES FOR MANAGEMENT OF MAINTENANCE OVERTIME

General Conditions

1. Two types of boards exist on which employees declare their availability for overtime of Alberta Thermal
 - Call-Out Board (C.O.B)
 - Planned Overtime Board (P.O.B)
2. Those employees doing specific work during normal hours, will be given priority, if overtime is deemed necessary for the completion of that specific work to ensure workflow and consistency, i.e.:
 - Where staff are hired for, or assigned to a project, such as turnarounds, mill overhauls, etc.
 - Where routine work carries over normal quitting time.
3. Employees with competencies in two or more domains can be utilized in all domains in which they hold Journeyman status.
4. Generally, overtime related to common labour skills is offered in the following priority:
 - a. Fulltime TransAlta Employees
 - b. Turnaround Services Employees
 - c. Contractor Employees
5. Employees on Standby (Electrical/Instrumentation staff) will be the first to be called for overtime in their discipline for emergent work (Emergent work is defined as work that necessitates an employee being called with less than 14 hours' notice of the work to begin). If there is a need for additional or specific competence(s), it is management's decision as to where such competence is selected, and such need will be communicated to any employees who may have been bypassed for overtime opportunity.

Management Responsibilities/Commitments

1. *In situations where there is a shortage of names on the overtime boards, management will utilize all means necessary to address staffing requirements including communicating the need for resources then utilizing contracted manpower.*
2. *Where there is a need for specific competence(s) or experience, management makes the decision if specific individuals are required and will communicate such need to any employees who may have been bypassed on the overtime boards as a result.*

Employee Responsibilities/Commitments

1. *Personally put name on board only if truly interested/committed to work overtime. Employees are expected to work in the specific period regardless of the type of work as long as they have the competencies to do so.*
2. *Personally remove name from the board when the ability or commitment to work overtime does not exist.*
3. *The employee choosing to be available for overtime must call 731-6000 Ext. 6111 and select the applicable board leaving a message with the required information as described under the following headings "Overtime Call-Out" and "Planned Overtime"*
4. *Manage other commitments, e.g. – if on a specific team or committed for training, etc., assess your ability to fulfill these obligations, as well as work overtime.*

Overtime Call-Out

1. *Overtime call-out (C.O.B) is defined as overtime that is of an emergent nature. Employees choosing to be available for call-out must leave a message on the C.O.B by calling 731-6000 Ext. 6111 and leave the following information;*
 - *Their full name*
 - *The dates that they are available to work*
 - *Their work area*
2. *Employees should only use the call-out board relating to the plant where they are presently working. Employee's names should only appear on one call-out board at any one time.*
3. *Overtime will be offered in the order of preference as follows:*
 1. *Plant Fulltime Employees on the C.O.B*
 2. *Other Plants Fulltime Employees on the C.O.B*
 3. *TAS Employees on the C.O.B*
 4. *After the C.O.B list has been exhausted overtime will be resourced by all means possible*

Planned Overtime

1. *Planned overtime is defined, as overtime that may be identified and planned in advance.*
2. *Employees choosing to be available for Planned Overtime must leave a message on the P.O.B by calling 731-6000 Ext. 6111 and leave the following information:*
 - *Their full name*
 - *What dates they are available to work including;*
 - i. *What shifts they are available to work (days, afternoons or both)*
 - ii. *What plants they are available to work in*
3. *Overtime will be offered in the order of preference as follows:*
 - A. *Job in Progress*
 1. *TransAlta Employees presently working on the particular job (the priority given to employees listed on the Planned Overtime Board (P.O.B).*
 2. *Plant Fulltime priority given to employees on the P.O.B.*
 3. *Other Plants Fulltime Employees on the P.O.B.*
 4. *TAS Employees on the P.O.B.*

- B. *New Upcoming Work Within the Current Week*

1. Plant Fulltime priority given to employees on the P.O.B.
2. Other Plants Fulltime Employees on the P.O.B.
3. TAS Employees on the P.O.B.

C. New Upcoming Work Beyond the Current Week

Seek volunteers by email the interested employees will respond via email within the deadline specified.

The order of preference will be:

1. Fulltime Plant
2. Remaining plants fulltime
3. TAS Employees

After the lists in A, B, or C above have been exhausted overtime will be resourced by all means possible.

D. For turnarounds only

- *The Employer may seek volunteers by email (not more than 60 days prior to the turnaround (planned outage/scheduled start) requesting volunteers, with a two-week deadline for employee response. If the specified deadline (minimum 2 weeks) for responses has passed and resources are still required, the company will schedule contractors to ensure the turnaround work will be completed as required.*
- *The order of preference from the above volunteers will be:*
 1. Plant specific fulltime
 2. Remaining plants fulltime
 3. TAS employees
 4. After this list has been exhausted overtime will be resourced by all means possible.

Administration of Overtime Boards

1. *Messages are picked up as follows*
 - *07:30, 11:00 AM and 3:30 PM on the first day of the new week*
 - *11:00 and 3:30 pm for the remaining days of the week*
 - *Any messages left after 3:30 pm the last day of the week and before 06:40 AM on the first day of the week will not be acknowledged. (week = Monday-Friday, excluding stats)*
2. *The boards will be updated within one hour of the pick-up times.*
3. *The boards will be cleared at the beginning of each week.*

Note: - The boards can be located on the server at the following path:

\\thermal_fs\Departments\Planned OT & Call Out

- Please see individual Boards for a more detailed description of the rules and guidelines pertaining to their usage.

GUIDELINES FOR MANAGEMENT OF OPERATIONS OVERTIME

- *In managing costs, overtime will be used only after rescheduling from maintenance is exhausted.*
- *If overtime is needed and is short term, (sickness, bereavement, etc.) the qualified people on the board for that shift will be drawn at random.*
- *If consecutive shift coverage is required and all possibilities of arranging rescheduling have been exhausted, names will be taken from the board and all efforts will be made to equalize the overtime amongst the names on the board.*
- *If a desired skill is required, for example, leading a boiler acid clean team, the names on the board will be consulted. If the individuals don't have the adequate skills, other means will be used to find them. The team will then be built from the overtime board.*
- *When called out, Grandfathered Unit Operators are not guaranteed to work on the boards.*

- *Call outs for same day coverage will be made between 05:00 and 07:30 for day shift, and between 16:00 and 19:30 for night shifts*
- *Number 6 above may not be followed for call outs that allow for more than 14 hours. The time of these calls can be made at the SS's discretion. All other guidelines still apply.*
- *By placing name or tags on the overtime board, an operator is committing to be available. If an operator cannot commit to the shifts, or changes his mind, he is expected to make reasonable effort to have his name removed from the board.*
- *If an IBEW Member is filling a Temporary Out of Scope position, they may continue to put their name on the O.T. board but all the people qualified for the position to be covered must be called first.*
- *All full-time operators should be called before the Term employees are called in.*
If all resources from the plant have been exhausted, operators from other plant call-out boards who have the skills to do the job may be contacted.

GUIDELINES FOR BOILERWASH AND MANWATCH OVERTIME

Full Time Labourers (Plant Specific)

Full Time Labourers (Other Plants)

Full time Plant Specific (Maintenance, E/I, Operations)

Full time Other Plants (Maintenance, E/I, Operations)

Full Time Plant Specific from the Planned Overtime Board

Full Time Plant Specific from other plants Planner Overtime Board

Turnaround Services Employees

After this list has been exhausted, overtime will be resourced by all means possible.

Example: Boiler wash or Manwatch required on Sundance 5/6

Order of Priority

1. *Labourer Sundance*
2. *Labourer Keephills*
3. *Maintenance Sundance*
3. *E/I Sundance*
3. *Sundance Operations*
4. *Maintenance Keephills*
4. *Keephills Operations*
4. *E/I Keephills*
5. *Turnaround Services Employees*
6. *Resourced by all mean possible*

Note: When picking from plant specific it is first come first serve for E/I, Maintenance, Operations, they are all equal as there is no skill set required.



Article 14 – Preamble – Voluntary Overtime Change in Practice

As a result of the issues/grievances that arose during the United Steel Workers of America (USW) strike related to attendance for voluntary overtime shifts, TransAlta, with the support of the IBEW, will be implementing the following change in practice effective March 15, 2002;

- *Overtime sign-up remains unchanged and is on a voluntary basis*
- *Once the overtime schedule has been published, anyone not reporting for work must notify their supervisor prior to their scheduled start time*
- *Employees who do not notify their supervisor and fail to report to work will be subject to discipline as per the Corporate Policy disciplinary guidelines*

If you have any questions regarding the above change do not hesitate to contact your immediate Supervisor or Manager directly.

Excerpt from Letter to All IBEW Generation Employees dated February 14, 2002.



Article 14 - Intent of Clause C - Vacation Overtime (Travel and V.O.)

Travel time paid at overtime rates is bankable as these hours are considered additional time worked. This means that if an employee is paid overtime and actually works (travels), he is eligible to bank this as VO. This is most likely to occur during call out situations. Employees receiving overtime pay for travel between headquarters under Article 8B in situations where the employee is not actually putting in (working) the additional time the overtime for travel is not bankable. The principle to apply is, if one puts in the actual time it can be banked, if the time is paid but not worked, he cannot bank it.

Excerpt from Lotus Notes dated March 26, 1999, sent by Rick Ehlers put into statement form March 2004.



Article 14 - Intent of Clause G – Sleep Time and Travel Time

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. As 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).

Excerpt from Lotus Notes Rick Ehlers to Carter Woloszyn



Article 15 - Intent of Article 15 - Call-Out - Lunch Breaks

The following are lunch break application for overtime:

Call-out - pay for lunch break as employee receives pay from the time he leaves home until he returns as required by Article 15 A.

Pre-scheduled overtime - treat the same as a normal day of work where the employee takes an unpaid lunch break.

The 11th hour meal application in Article 14 G, also provides for payment of time spent eating the meals.

Excerpt from Lotus Notes dated February 5, 1998, sent by Rick Ehlers to Doug Griffeth



Article 16 - Intent of Clause 16 B - Standby Schedule

Employees who normally work a standby schedule are on call for an entire period of 7 consecutive days then 3 days on a regular 8 hour day shift and then receive 4 days off all within a 14 day period. They are compensated for this standby by not being required to report for work on the standby Sunday (during which they must standby for 24 hours), which occurs in the 7-day standby period and in addition receive one (1) hour pay for each of 7 days on standby.

Thus, they receive 8 hours pay for the Sunday not worked and one (1) hour pay for each of the 7 days they are on standby. For this they standby for a total of 120 hours consisting of 24 hours on standby Sunday and 6 other days at 16 hours per day.

The intent here was to compensate the employee for 120 hours of standby by paying him 8 hours for standby Sunday plus 7 days at one (1) hour pay (7) for a total of 15 (8 + 7 hrs) hours of pay for 120 hours of standby.

The important principle is that the 8 hours pay on standby Sunday was not only for standby Sunday but also majority recognition for the entire standby cycle.



Article 16 - Intent of Clause B - Employee Unable to Cover his Standby Shift

The employee who was sick would get sick time, but not the extra one (1) hour for doing standby as he did not cover it for that day. The employee requested to cover the day (24 hr period) would receive the 8 hours for doing the standby on a day off plus the one (1) hour that would have been paid to the original standby person.

Filling of Standby Schedule Vacancies

When a vacancy is created in standby coverage and short-term coverage is needed, Article 13 B (3) – Hydro and 13 B (4) – Thermal, will apply. For longer term vacancies, the company will seek volunteers. If there are no volunteers, someone within the standby cycle will be scheduled to cover an additional shift. In the event that there will not be someone capable of adding into the standby rotation, the vacant spot will be removed shorting up the cycle and all individuals involved will receive schedule change notices.



Article 20 - Intent of Class 2 Health and Safety Incident

A Class 2 health and safety incident definition as per the Corporate Incident Management Standards is as follows:

Including medical aid incident where work performance is affected and some time is required for health effect to clear up. Lost time injury or permanent partial disability affecting work performance in the longer term. May involve prolonged absence from work, irreversible health effect such as hearing loss, chronic back problems or repetitive strain injuries (occupational illness). This also includes modified work cases (restricted work).



Article 22 - Intent of Clause D - Seniority While on Leave of Absence

This clause sets out the application of IBEW seniority for employees who take a leave of absence for reasons other than covered in Article 22 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).



LOU #1 - Intent of Condition Eight (8) Moving of ERDS

Condition 8 provides that the employee's designated day off may be changed due to operational requirements. Reasonable notice must be given to change the day off and the new mutually agreed to alternative day off should be scheduled within 30 days. Reasonable notice is discretionary, however, notifying the employee on the day before (Thursday) is not considered reasonable notice and would require the payment of overtime for working the ERD (Friday).



LOU #5 - Intent of Article 13 A (2) Intent of Shift Change Notice Penalties

Article 13 A (2) is intended to apply to Turnaround Service employees who have their shifts changed either during a specific term or project they are working on, or if they are moved to a different project and the existing project is still ongoing, the exception being when a project, or portions of a project, are essentially complete and lay-off of Turnaround Services employees is required.

For the purpose of applying this article, projects are defined as follows:

- Each unit shutdown (planned turnaround or forced outage) is a unique project that includes all work within that shutdown's scope.
- Long or short term backfill positions.
- Assignment to specific production unit / area specific (i.e. Unit 1&2 Mech Maintenance). The specific unit/area are as follows:
 - Sundance
 - 1/2 Mechanical Maintenance
 - 3/4 Mechanical Maintenance
 - 5/6 Mechanical Maintenance
 - Sundance Ash Plant
 - General Services
 - Boiler Inspection
 - Boiler Repair
 - Turbine Team
 - 1/2 Electrical Maintenance
 - 3/4 Electrical Maintenance
 - 5/6 Electrical Maintenance
 - Keephills
 - 1/2 Mechanical Maintenance
 - 1/2 Electrical Maintenance

And the dispatch notice will stipulate as to which production Unit /Area specific the employee is to report to.

- Working on a specific project (e.g. capital) 'outside' of routine maintenance or a unit shutdown. (It is recognized that employees may also be required to work on capital related projects within the scope of a unit shutdown or routine maintenance activities).

Examples of what would not constitute a change of project:

- *Moving employees between different work areas within a unit shutdown, such as from turbine deck to condensate.*
- *Moving employees from routine maintenance work on one unit to routine maintenance work on another unit within the same production unit / area specific.*

Examples of what would constitute a change of project:

- *Moving employees from one plant to any other to commence with new work.*
- *Moving employees between areas of a production unit/s, unit shutdown maintenance or specific project (specific project as described above).*

Shift change notice penalties do not apply when a Turnaround Services employee is returning to his original shift schedule following a previous shift change or as a result of the employee initiating a shift change.

The "original shift schedule" is defined as either:

The particular project shift schedule that the employee was hired into for a specific project/term, i.e. a temporary schedule that was put in place to cover the project and which may constitute a combination of day shifts, afternoon shifts or night shifts.

The original shift that the employee was hired onto for a specific project/term, i.e. either night, day, or evening shift.

