

AGREEMENT

BETWEEN

TRANSALTA ENERGY CORPORATION.
Poplar Creek Power Station

AND

COMMUNICATIONS, ENERGY
& PAPERWORKERS UNION

TRANSALTA ENERGY CORPORATION,
Poplar Creek Power Station

OF THE FIRST PART

AND

COMMUNICATIONS, ENERGY
AND PAPERWORKERS UNION

LOCAL 707

OF THE SECOND PART

This AGREEMENT entered into this 8th day of December, 2007 between TRANSALTA ENERGY CORPORATION, Poplar Creek Power Station (P.C.P.S.), hereinafter referred to as "the Company" and the COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION LOCAL 707, hereinafter referred to as the "the Union".

The PARTIES hereto mutually agree as follows:

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ARTICLE I - PURPOSE

- 1.01 a)** The purpose of this Agreement is to promote harmonious relations between the Company and the employees; encourage safety; promote the morale of all employees through procedures for the fair and peaceful resolution of grievances and disputes; to provide a means for continuing dialogue between the Company and the Union that has the mutual objective of resolving differences and matters of concern to either party and to promote a shared commitment to effective and efficient operation in the interest of both parties.
- b)** It is understood that wherever this Agreement refers to he/she, it will also mean him/her.

ARTICLE II - RECOGNITION

- 2.01** The Company recognizes the Union as the sole and exclusive collective bargaining agent for all employees at the Poplar Creek plant except office and clerical personnel. The Union having been certified by the Labour Relations Board as the Bargaining Agent on behalf of the said Employees.
- 2.02** If the Company implements, during the life of the Agreement, a new job not currently covered by this Agreement, the Company shall notify the Union of this new job and the salary which would be applicable. If the Union disagrees with the salary established by the Company, the Union shall advise the Company in writing of their desire to negotiate

the salary. If agreement is not reached between the parties within thirty (30) days of the written notice, the matter may be referred, for determination, to arbitration in accordance with Article 13. If the salary for the job is changed as a result of negotiations or an arbitrator's decision, the revised salary shall be paid retroactively to the date the employee was assigned to the new job. This same procedure will apply to Collective Agreement provisions pertinent to the introduction of a new operating or maintenance department into the TransAlta Energy Corporation, P.C.P.S. organization.

ARTICLE III - MANAGEMENT RIGHTS

- 3.01** The Company shall retain and exercise all management functions, duties and responsibilities except as limited, restricted or precluded by this Agreement

ARTICLE IV – UNION RELATIONS

- 4.01** This Agreement shall be administered and applied in a fair and just manner to all employees. The parties further agree that there shall be no intimidation of and no discrimination against an employee either by the Company or by the Union, by reason of activity or lack of activity in, or in respect of the Union or by reason of sex, race, creed, colour, national origin, political or marital status.
- 4.02** The Union agrees that, during the life of this Agreement, there will be no strike, slow-down or stoppage of work, either complete or partial, and the Company agrees that there will be no lockout either complete or partial.
- 4.03**
- a)** The Company agrees to recognize three (3) duly elected or appointed Union Stewards throughout the Plant, with any increase in the number of such Stewards being subject to mutual agreement between the Company and the Union. The Union reserves the right to fill any vacancies of an elected or appointed Union Steward on a temporary basis. The Company agrees to recognize only those Stewards whose names have been submitted in writing to the Company by the Union.
 - b)** The Company agrees to recognize certain committees to be comprised of Stewards included in (a) above, to participate in meetings as follows:
 - i) Monthly Meetings:** A committee normally composed of up to three (3) Union Representatives shall meet with Management monthly. The scope of these meetings would deal with the Collective Agreement, productivity, efficiency and unresolved issues. Additional meetings may be called by either party giving notice to the other party.
 - ii) Grievance Meetings:** A grievance committee appointed or otherwise selected by the Union to assist and/or represent employees in the presentations of any grievance that may arise under this Collective Agreement, shall consist of no more than three (3) members of the Union.
 - iii) Negotiating Meetings:** The Union negotiating committee shall consist of four (4) Union Representatives as designated by the Union; this will constitute a legally comprised quorum for a particular negotiating meeting. Up to one (1) additional

Steward may attend the meetings while negotiating their respective area notes. The Company will make arrangements to ensure that a participating Union Representative will not have to work a midnight shift before attending a negotiating meeting.

c) Any designated Union Representative attending meetings as are envisaged under this Article, and which are held during his working hours, will suffer no loss in pay for time spent in such meetings.

d) A Union Representative may, with the permission of his Supervisor, leave his regular duties to investigate grievances and perform other Union duties under the Collective Agreement.

e) It is recognized that occasions may arise which require the attendance of an outside counsel and/or National Representative at one of the meetings set out in (b) above. In such cases, the party requesting the presence of such advisor shall inform the other party of its desire, on a timely basis.

4.04 The Company will provide bulletin boards in suitable locations, which may be used by the Union in posting notices of Union activities.

4.05 a) The Company agrees to deduct twice monthly from the salary due and payable to each employee covered by Article 2.01, an amount equal to the monthly Union dues determined from time to time by the Union pursuant to its Constitution. The total amount of such dues deductions shall be remitted by the Company, together with a list of names of employees from whom the deductions were made, to the Treasurer of the Union forthwith after the deductions are made.

b) The deduction of monthly dues constitutes a continuing condition of employment.

ARTICLE V - HOURS OF WORK

5.01 a) A work day is defined as the 24-hour period starting at 8:00 a.m. to 8:00 a.m. of the following calendar day.

b) The workweek shall be from 8:00 a.m. on Sunday to 8:00 a.m. on the following Sunday.

c) The Company recognizes coffee breaks and lunch breaks, which will coincide with natural production breaks.

a) "Day Employees" are defined in Article 5.03(a).

b) "Shift Employees" are defined as those employees assigned to Shift #1, Shift #2, Shift #4 or modified Shift #4 schedules.

c) "Continuous Shift employees" are defined as those employees assigned to a four shift, continuous work schedule.

5.03 a) Day Employees

- i) The normal work schedule for day employees shall be from 8:00 a.m. to 4:15 p.m., with one twenty-minute break for lunch commencing between 11:30 a.m. and 1:30 p.m. Monday through Friday, with Saturday and Sunday off.
- ii) The normal work schedule for day employees on a Compressed Work Week schedule shall be specified in Article 5.07 with one 15-minute lunch break commencing between 11:30 a.m. and 1:30 p.m.
- iii) In the event an employee is unable to receive such break for lunch by virtue of a work assignment by supervision on a particular day, such employee shall receive payment at the applicable overtime rate for the missed break.

b) Shift Employees

Shift #1, Shift #2, Shift #4 and modified Shift #4 employees will work shift schedules as outlined in Article 5.07.

c) Continuous Shift Employees

Employees assigned to continuous shift work will work according to schedules as established by agreement between the Union and the Company from time to time. Specific hours and days of work within these work schedules shall be designated by the assignment of an employee to a letter on a work schedule. An employee shall be reassigned to a different shift letter on the work schedule when work load, shift vacancies, and the safe and efficient operation of the plant require it.

d) In accordance with (a), (b) and (c) above, the normal work schedule shall be specified in Article 5.07.

e) Should it become necessary to introduce a new schedule or permanently alter an existing schedule the new or altered schedule will be established by mutual agreement between the union and the Company.

5.04 a)

i) The Company will give each eight-hour continuous shift employee the opportunity to have at least one "long change" in each 28-day cycle, provided the employee has not changed his shift. Saturday and Sunday shall be included in such a "long change".

ii) The Company will give each twelve hour continuous shift employee the opportunity to have at least one "long change" in every two 12-day cycles of shift schedules with 12 week cycles, or as otherwise specified in Progression Notes Appendix "B", provided the employee has not changed his shift.

b) Beginning of the cycles are defined in Article 5.07.

c) i) 28-Day Cycle

If an employee is assigned to a different shift during the cycle as defined above, then for

the purposes of earned days off, his cycle will continue on the shift to which he is transferred. If, at the completion of his new shift cycle, he has not received days off considering both part cycles in the ratio of one quarter (1/4) of the total number of calendar days in the period from the start of the cycle on his old shift to the end of the cycle on his new shift, then he will receive premium pay for the missed days off as defined in Article 6.01. This agreement is subject to the provisions of Article 6.11 re: pyramiding of overtime.

ii) 12 Week Cycle

If an employee is assigned to a different shift during the cycle as defined above, then for the purposes of earned days off, his cycle will continue on the shift to which he is transferred. If, at the completion of his working cycle, he has not received days off considering both part cycles in the ratio of one-half (1/2) of the total number of calendar days in the period from the start of the cycle on his old shift to the end of the cycle on his new shift, then he will receive premium pay for the missed days off as defined in Article 6.01. This agreement is subject to the provisions of Article 6.11 re: pyramiding of overtime.

d) When employees are required to change to or from a day, shift or continuous shift work schedule, proportionate consideration will be given to earned days off as in (c) above.

5.05 a) Employees with compatible qualifications shall be allowed shift exchanges, provided no overtime or penalty payments result and further provided that their Supervisor is advised at least forty-eight (48) hours in advance. Shift exchanges may not be arranged if they would result in an employee working more than twelve (12) consecutive hours.

b) Shift exchanges may not be arranged if they would result in an employee being absent for more than six (6) consecutive shifts. Mutually are deemed to be consecutive if there is not a regularly scheduled shift worked between them.

5.06 The provisions of this Agreement respecting Compressed Work Week schedule shall constitute an overtime agreement pursuant to the Employment Standards Act. A Compressed Work Week schedule shall constitute normal hours of work and shall not involve overtime payments, with the exception of two (2) hours per week overtime averaged over the cycle in Article 5.07 E and F. If the daily hours of the schedule are exceeded, the excess daily hours shall be paid at overtime rates. If the days off of the schedule are worked, such days worked will be paid at overtime rates. No additional claims for overtime related to the Compressed workweek provisions of this Agreement, the Employment Standards Act, or Article 6, may be made by the employee.

5.07 Work Schedules

A. Day Employee "R"

40 hours per week

Monday through Friday 8:00 a.m. to 4:15 p.m.

Saturday and Sunday off

Weekly cycle starting Monday.

B. Shift #2 Employees “R1 / R2”

40 hours per week

Monday through Friday, Saturday and Sunday off

Day shift

- 8:00 a.m. to 4:00 p.m.

Afternoon Shift

- 4:00 p.m. to 12 midnight

Night shift

- 12 midnight - 8:00 a.m.

Weekly cycle starting Monday.

C. Continuous Shift Employees (28 day cycle) “A / B / C / D”

Average 42 hours/week

7 night shifts, two days off, 7 afternoon shifts, one day off.

7 day shifts, four days off

Day shift

- 8:00 a.m. to 4:00 p.m.

Afternoon Shift

- 4:00 p.m. to 12 midnight

Night shift

- 12 midnight to 8:00 a.m.

28-day cycle starting first shift of the night shift period

Overtime Agreements - per Employment Standards Code Division 2 Section 14(1)(c)

D. Day Employees “RD”

i) 8 and 12 hour shifts - 40 hours per week

Two weeks Monday through Friday

- 8:00 a.m. to 4:15 p.m. except Thursday 8:00 a.m. to 8:00 p.m.

One week Monday to Thursday

- 8:00 a.m. to 4:15 p.m.

Three week cycle starting Monday after Friday off.

OR “RC”

8 and 12 hour shifts - 40 hours per week

Two weeks Monday through Friday

- 8:00 a.m. to 4:15 p.m. except Tuesday 8:00 a.m. to 8:00 p.m.

One week Monday to Thursday

- 8:00 a.m. to 4:15 p.m.

Three week cycle starting Monday after Friday off.

ii) The parties mutually agree to the following shift schedule within the Mechanical Maintenance department only. In practice there will be two (2) shift designations with one (1) week offset such that there is partial staffing every Friday, statutory holidays excepted.

8 and 12 hour shifts 40 hours per week “RF”

One week Monday through Friday

- 8:00 a.m. to 4:15 p.m. except Thursday 8:00 am to 8:00 p.m.

One week Monday through Thursday

- 8:00 a.m. to 4:15 p.m. except Tuesday 8:a.m. to 8:00 p.m.

Two week cycle starting Monday after Friday off.

The normal schedule will be day shift, however employees may be assigned to afternoon shift with five (5) calendar days notice without shift change penalty. Afternoon shift assignments will follow the same sequence of days on and off. 8-hour shifts will be 4:00 p.m. to 12:00 a.m. 12-hour shifts will be 4:00 p.m. to 4:00 a.m. Assignments to afternoon shift will be on a rotational basis and will not exceed three consecutive weeks.

E. Shift #1 Employees 12 hour shift - 42 hours per week average "E1/E2"

i)

4 days 8:00 a.m. to 8:00 p.m.

4 days

8 week cycle beginning set of days starting Sunday.

ii) OR "E7"

4 days Monday to Thursday

- 8:00 a.m. to 8:00 p.m.

5 days off

5 days Wednesday to Sunday

- 8:00 a.m. to 8:00 p.m.

4 days off

5 days Friday to Tuesday

- 8:00 a.m. to 8:00 p.m.

5 days off

4 week cycle beginning with the set of days starting on Monday

iii) OR "E8"

4 days Tuesday to Friday

- 8:00 a.m. to 8:00 p.m.

5 days off

5 days Thursday to Monday

- 8:00 a.m. to 8:00 p.m.

4 days off

5 days Saturday to Wednesday

- 8:00 a.m. to 8:00 p.m.

5 days off

4 week cycle beginning with the set of days starting with Tuesday

F. Continuous Shift Employees "I2 /J2 /K2/ L2"

12 hour shifts

- 42 hours per week average

3 days - 8:00 a.m. to 8:00 p.m.

3 nights - 8:00 p.m. to 8:00 a.m.
6 days off
12 week cycle beginning first set of days starting Sunday

G. Shift #4 Employees “P6”
8 and 12 hour shifts
40 hours per week

Monday, Tuesday
8:00 a.m. to 8:00 p.m.
Wednesday, Thursday
8:00 a.m. to 4:00 p.m.
Friday, Saturday, Sunday off
Weekly cycle beginning Monday

OR “P7”

Tuesday, Friday
8:00 a.m. to 8:00 p.m.
Wednesday, Thursday
8:00 a.m. to 4:00 p.m.
Saturday, Sunday, Monday off
Weekly cycle beginning Tuesday off

OR “P8”

Monday, Thursday
8:00 a.m. to 4:00 p.m.
Tuesday, Wednesday
8:00 a.m. to 8:00 p.m.
Friday, Saturday, Sunday off
Weekly cycle beginning Monday

OR “P9”

Wednesday, Thursday
8:00 a.m. to 8:00 p.m.
Tuesday, Friday
8:00 a.m. to 4:00 p.m.
Saturday, Sunday, Monday off
Weekly cycle beginning Tuesday

H. Modified Shift #4 Employees “P6 / P7 / P8 / P9”

The work schedules will be defined under Article (g). Statutory Holidays under these work schedules will be observed. Observed in this context will mean that all employees will not be required to report to work on the statutory holidays covered by this collective agreement. Employees who are requested to work any of the holidays which fall under these schedules will be compensated as per the collective agreement.

- 5.08** a) The Company will make every effort to maintain a stable schedule for every employee.
- b) Temporary shift vacancies shall not be filled through the application of temporary shift changes
- 5.09** The Company shall have the right to temporarily alter schedules for Turnarounds or for unforeseeable and exceptional circumstances. It is the Company's intent that these changes will be made following consultation with Area Steward(s).

ARTICLE VI - OVERTIME

- 6.01** a) Any work in excess of an employee's work day or in excess of that included as part of his work schedule or all hours worked on a statutory holiday or included as part of his work schedule when in excess of forty (40) hours per week, when averaged over the employees shift cycle shall be deemed overtime and paid at two (2) times the employee's base hourly rate.
- b) The provisions of Article 6.02 (a) shall not apply if shift relief is delayed less than fifteen (15) minutes into a twelve (12) hour break.
- c) For Compressed Work Week schedules the Company will implement voluntary standby procedures in accordance with the Progression Notes Appendix "B". The Company reserves the right to schedule employees for standby if the voluntary standby procedures do not supply sufficient personnel to safely and efficiently operate the plant.
- 6.02** a) If an employee's schedule is such that he does not have a minimum of a twelve (12) hour break between work periods, he will work his scheduled hours and will receive two (2) times his base hourly rate, until he has had a minimum of a twelve hour break. However, for reasons of safety only, his supervisor may instruct him to take a twelve (12) hour break. This paragraph does not apply to "call-outs".
- b) For employees on twelve (12) hour overtime agreements the specified breaks in 6.02(a) shall be read as ten and one-quarter (10¼) hours.
- 6.03** a) A Day or Shift employee who has returned to his residence and is called for duty and who reports for work before or after his regular shift shall receive the greater of:
- i) The applicable overtime rate, or,
 - ii) A minimum of four- (4) hours' pay computed at the applicable overtime rate.
- b) An employee who is called for duty under (a) above will not be required to perform non-essential work during the call-out.
- c) If a call-out ends less than eight (8) hours prior to a Day or Shift employee's next regular shift, he shall take an eight (8) hour break with no loss of regular pay. An employee shall not be required to return to work on his regular shift for less than four (4) hours.

d) If a call-out extends up to the commencement of his regular shift, a Day or Shift employee shall normally take an eight- (8) hour break. However, if requested to work after the commencement of his regular shift, he will receive the applicable overtime rate for the hours of his regular shift that he works. Following completion of his call-out work, he shall take an eight (8) hour break, with no loss of regular pay for the remaining hours of his regular shift. Employees shall not be required to return to work on his regular shift for less than four (4) hours.

6.04 a) An employee who is required to work more than two (2) hours beyond his regular stopping time and has not had eight (8) hours notice of this overtime prior to his shift shall be supplied with a suitable hot meal which will be eaten on Company time. For overtime scheduled with less than twelve (12) hours prior notice, the Company will supply hot meals. These meals will be furnished thereafter at approximate four (4) hour intervals throughout the remaining period of continuous work.

b) Suitable hot meals will be delivered to employees assigned to duties, which require the employee to remain at his place of work. Other employees will be allowed to eat their meals at the camp kitchen.

6.05 When an employee is required to make a special trip in order to work overtime or when he is "called out" at other than regular shift change times, transportation will be provided at Company expense.

a) The Company will schedule buses, provide special transportation, or reimburse an employee who is requested and who agrees to provide his own transportation in connection with an overtime assignment.

Company transportation will be provided to the normal bus stops or to an employee's home in Fort McMurray where possible when unscheduled transportation is provided.

b) An employee who is called out or who works a sixteen (16) hour shift upon request will be provided a hot meal prior to the start of his next shift. A second meal will be provided at the next regular mealtime as provided in Article 6.04. All of the above will be provided at no cost to the employee.

c) A special trip with respect to overtime work is defined as a trip to or from work, either before or after an overtime assignment; where there is no regular bus transportation scheduled within a reasonable period of time after the employee is called to report for work, or after completion of the overtime shift.

6.06 If an employee is assigned to work on a schedule different from his regular schedule and his starting time on the new schedule is more than one hour sooner or later than the starting time under his schedule immediately prior to the change, he shall be paid two (2) times his base hourly rate for the first shift worked of the new shift schedule, unless the change is made:

a) As an accommodation to or for the convenience of the employee.

b) As a result of the employee being upgraded or promoted on a permanent basis.

c) In returning an employee to his original schedule within 28 days, which he worked prior to the change.

d) So that the employee may attend off-the-job training, i.e. in class, job related training, or plant protection, or safety training.

6.07 No employee working on shift shall leave his working area until properly relieved, without the permission of Supervision.

6.08 a) Consistent with Article 7.01 and within the three month periods ending March 31st, June 30th and September 30th, annually, the Company will make every reasonable effort to distribute overtime work equally among employees, either within the pay classification where the overtime is required, if move up is not possible, or as otherwise specified in the Progression Notes, where a “chit” system is utilized for the assignment of overtime. It is not intended to equalize overtime on a day to day or week to week basis, nor is it intended that in all circumstances overtime is offered to the employee with the lowest hours. All overtime lists will be reset to zero on January 1st of each year.

b) The Company will post overtime lists on all relevant area bulletin boards twice monthly.

c) Refusal of overtime shall be considered as overtime worked for record purposes and will be recorded separately on the overtime lists.

d) For record purposes, upon permanent entry into a classification, as specified in the Progression Notes, an employee shall be assigned the current average overtime hours of all other employees within that classification.

e) For record purposes, an employee who is absent from his regular duties on leave of absence or due to illness/injury for more than sixty (60) consecutive calendar days shall be assigned the current average overtime hours for all other employees within the classification upon his return.

f) Any distribution of overtime, found to be in violation of the provision of the Collective Agreement, will be resolved through mutual agreement between the wronged employee and their supervisor. Such agreement is limited to an overtime assignment of equal duration, at a time acceptable to both the employee and the supervisor, not more than forty-five (45) calendar days after the original overtime assignment giving rise to the claim or the date such original assignment was determined to be in violation, whichever is later. In the event the employee and the supervisor are unable to reach agreement to satisfy this forty-five (45) day limitation, the matter will be deemed to be settled and the employee will be recorded refused overtime for the number of hours in question. This forty-five (45) day period will be extended by the number of shifts an employee is absent from regular duties on an approved leave of four (4) or more consecutive days.

Such overtime assignment will not result in another employee being denied overtime as

per the Chit System in Appendix "C".

g) In accordance with the chit system in Appendix "C" where two (2) or more employee's overtime hours are equal, the employee with the greatest area seniority will be offered the overtime first.

- 6.09** If an employee reports for an overtime assignment which has been cancelled or shortened with less than eight (8) hours prior notice, he will be permitted to perform an alternate assignment of equivalent hours on that day.
- 6.10** An employee's overtime shall be calculated to the next quarter hour, in accordance with Article 6.01.
- 6.11** In no case shall payments be pyramided or paid under more than one provision of this agreement unless specifically provided for.

ARTICLE VII – SALARIES

- 7.01** All employees covered by this Agreement shall be paid on a monthly salary basis in accordance with Appendix "A" appended to this Agreement. The monthly salary of employees has been adjusted in the salary schedule to include shift differential and average shift overtime worked as part of the work schedules as defined in Article 5.07.
- 7.02** Shift differentials in accordance with Appendix "A" are included in the monthly salary of all Continuous Shift, and Shift #2, employees. Shift Differentials in accordance with Appendix "A" will be paid to Shift #1, Shift #4 and modified Shift #4 employees for all straight time hours worked between 4:00 p.m. and 8:00 a.m. Additionally, shift differentials will be paid to Day employees for eight (8) or more consecutive overtime hours worked between 4:00 p.m. and 8:00 a.m., to Shift #1, Shift #4 and modified Shift #4 employees for all overtime hours worked between 4:00 p.m. and 8:00 a.m. and to Continuous Shift, and Shift #2 employees for all overtime hours worked.
- 7.03** While an employee is temporarily assigned to a higher classification for other than his own training, he shall receive the salary for this higher classification in accordance with Appendix "A". Upon permanent promotion to a higher classification, an employee shall receive the salary for this higher classification in accordance with Appendix "A".
- 7.04** Employees who are temporarily assigned to a lower classification will have their regular rate of pay maintained.
- 7.05** Amendments to an employee's time sheet shall not be permitted without consultation with the employee concerned.
- 7.06** Any pay due an employee as a result of an error in his pay deposit or statement shall be made available by special cheque within ninety-six (96) hours, upon the employee's request.

ARTICLE VIII - VACATIONS

8.01 An employee after one year of continuous service shall be entitled to three (3) weeks vacation with pay. A similar vacation shall be taken each calendar year thereafter. During the first year of employment, an employee may elect to take one (1) week of his earned vacation after six (6) months of continuous service; in which event however, he will be eligible for only the remaining two (2) weeks of vacation with pay after the completion of that first year of continuous service. No employee shall receive more than three (3) weeks vacation in one (1) calendar year unless he qualifies under Articles 8.02 or 8.12.

a) During the calendar year in which an employee completes ten (10) years of continuous service the employee shall be entitled to four (4) weeks vacation. A similar vacation shall be taken each calendar year thereafter.

b) During the calendar year in which an employee completes eighteen (18) years of continuous service, the employee shall be entitled to five (5) weeks vacation. A similar vacation shall be taken each calendar year thereafter.

c) During the calendar year in which an employee completes twenty-five (25) years of continuous service, he shall be entitled to six (6) weeks vacation. A similar vacation shall be taken each calendar year thereafter.

Employees will indicate vacation period preference in advance of December 1st of each year for the following calendar year's vacation. Vacation schedules shall be posted by the Company by January 1st of each year.

a) In the event that an employee fails or chooses not to indicate vacation preference in advance of December 1st of each year, vacation scheduling will revert to first come, first serve basis. All remaining hours of vacation, travel and deferred vacation hours must be submitted no later than April 1st of each calendar year.

b) After the January 1st vacation schedules are posted, any employee who submits a written request for vacation, travel or deferred vacation hours will be given a written reply from his Supervisor within five (5) calendar days from the date of the request. These approvals are subject to article 8.09 (b).

c) Employees may use the necessary vacation hours to allow them to complete a cycle of their vacation schedule which carries over up to five consecutive days into the following year. Vacation scheduled under these circumstances will take priority over subsequently requested vacation under the provisions of article 8.10.

8.04 a) An employee who qualifies for vacation in accordance with Articles 8.01 or 8.02 will receive vacation pay based on the greater of:

i) His regular salary, or

ii) For each hour of vacation taken, 0.05% of his regular salary as recorded for all time worked during the 24 twice monthly pay periods prior to the first day of the pay period in which his vacation commences.

b) An employee may request in writing, at least thirty (30) calendar days prior to the commencement of his vacation, to receive a vacation pay advance on the pay day immediately preceding the commencement of his vacation in accordance with (a) above. The Company shall recover any vacation pay advance in the pay period(s) immediately following receipt of such advance.

c) The Company shall make any vacation pay adjustment by the end of the first pay period immediately following the pay period during which an employee's vacation or part thereof, is completed.

d) The Company shall publish on each pay statement the current vacation pay adjustment due to the employee and the earnings on which the calculation is based.

8.05 Should an employee become disabled as a result of sickness or accident immediately prior to commencing his vacation, or if he becomes disabled during his vacation, his vacation, or part vacation, shall be rescheduled in such a manner that he shall not lose his vacation by reason of such disability. In order to have his vacation rescheduled, such employee must notify his Supervisor of said disability as soon as possible. He must also provide proof of hospitalization, or submit a Doctor's certificate. The basic intent is to ensure that an employee receives his earned vacation where, because of a bona fide medical reason this may not have been possible. Under no circumstances is this section to be construed as an opportunity for premium pay in lieu of the earned vacation pay.

8.06

When a recognized holiday or holidays fall on one of an employee's scheduled vacation days, he shall take an extra day or days vacation with pay, to be taken either at the beginning or end of the vacation if scheduled, or at another time mutually agreeable to him and the Company.

8.07 An employee who is eligible for three (3) weeks vacation in a calendar year may split his vacation into three (3) parts. An employee who is eligible for four (4) or more week's vacation in a calendar year may split his vacation into four (4) parts.

8.08 Vacation allowance on termination shall be as follows:

a) In the case of an employee who has not become eligible for an annual vacation, the employee shall receive an amount equal to four (4) percent of his base salary for the period from his date of hire to his termination date.

b) In the case of an employee who has become entitled to a vacation in accordance with Articles 8.01 or 8.02, he shall receive vacation pay based on 0.05% of his accumulated base salary for each hour of vacation for which he is eligible, and as calculated for all straight time hours worked from his anniversary date in the year in which he last took vacation, less any vacation pay already received during the calendar year in which he terminates.

8.09 **a)** Up to fourteen percent (14%) of the work force in one area will be allowed off on vacation at any time. At the Company's option, this fourteen percent may be increased in

consultation with Area Steward(s). Management and Area Steward(s) may also agree on variations which result in a distribution of employees allowed off that varies month to month or for defined periods of the year. Fractional numbers of employees will be adjusted to the next whole number.

- i)** Notwithstanding (a) above, up to seven percent (7%) of the workforce in any one area will be allowed off on vacation at one time during a scheduled turnaround. Other arrangements may be made with mutual agreement between Area Management and Area Steward(s). Full turnaround period will consist of the ten- (10) days prior to turnaround, the scheduled turnaround and the ten- (10) days after the scheduled start-up date.
- b)** The manager and/or Supervisor will define in writing the combination of job positions he will allow to be on vacation at the same time. This will be discussed with the Area Steward(s) at least 72 hours prior to posting and will be posted by October 1st of each year for the following calendar year's vacation.
- c)** Once a vacation has been agreed upon by the Company and the employee, it can be changed only by:

 - i)** The employee with eighteen (18) calendar days written notice to his area manager and/or supervisor. In case of layoff, the employee will have the option of electing to take his vacation prior to the layoff taking effect.
 - ii)** The Company in cases of emergency. The need to schedule relief coverage at overtime rates shall not be considered just cause for denying an employee his scheduled vacation.
- d)** In the event that an employee's work schedule has been changed after the vacation list has been posted, the Company agrees the employee will have the option of:

 - 1)** Taking his vacation as posted;
 - 2)** Changing his vacation to fit into the new schedule, i.e., if such vacation was to be taken in conjunction with a "long change" on the old vacation schedule, the employee may rearrange his vacation to fit in conjunction with a "long change" on the new schedule.
- e)** Where work schedule changes have occurred, no other employee will be required to change his vacation due to such change.
- f)** In the event that an employee wishes to change his vacation period, no other employee's vacation period will be changed as a result, except where the employees concerned and

supervision mutually agree to such change.

g) An employee will not be required to work any overtime on scheduled days off which fall in conjunction with his vacation.

8.10

a)

i) Seniority for purposes of indicating vacation period preference shall be defined as the number of vacation points accumulated by each employee in his department as of October 1st of each year. Such vacation points shall continue to accumulate from year to year as outlined in (d) below.

ii) Within the constraints of other sections in Article VIII, employees shall be eligible to select their annual vacation periods in order of most assigned vacation points receiving first choice, with remaining choices allowed in declining vacation point sequence. An employee electing to split his vacation into more than one (1) part must select his second part after all other employees have selected their first choice. Similarly, he must select his third part after all other employees have selected their second choice.

iii) In the event that two (2) or more employees in a department have the same number of vacation points, vacation period selection among such employees will be allowed in order of the longest respective Company service dates.

b) For purposes of this Article 8.10 only, vacation "prime time" shall be defined as the annual period of July 1 to August 31 inclusive and December 24 to January 1 inclusive. "Vacation days" shall be defined as the actual earned days of annual vacation, excluding the travel days, holidays, banked holidays, mutual changes, banked overtime, SRO's and scheduled days off.

c) By October 10th of each year the Company shall post a list in each department which will indicate the total number of vacation points assigned to each employee.

d) On October 1st of each year, employees in each department shall receive or lose vacation points as follows:

i) One (1) service point shall be added to each employee's accumulated total points,

ii) Each employee who took twenty-four (24) vacation hours or less during "prime time" in the previous twelve (12) months shall receive one (1) vacation point bonus provided the employee was eligible for vacation during prime time.

iii) An employee shall lose vacation points, based on the total number of vacation hours taken during prime time in the previous twelve (12) months, in accordance with the following: Twenty-five (25) to sixty (60) vacation hours loses one (1) point.

Sixty-one (61) to ninety-six (96) vacation hours loses two (2) points. Ninety-seven (97) to one hundred and forty-four (144) vacation hours - loses three (3) points. One hundred and forty-five (145) to one hundred and eighty (180) vacation hours loses four (4) points. Over one hundred and eighty (180) vacation hours - loses five (5) points.

e)

i) Upon employment, each new employee shall receive the lower of zero (0) points or one (1) point less than the lowest individual point total in his department as of October 1st preceding his hire date. Thereafter, they shall receive additional points in accordance with (d) above.

ii) If an employee transfers from one department to another within the bargaining unit, he shall carry his accumulated vacation point total to his new department.

iii) If an employee transfers to a department within the bargaining unit from a position outside of the bargaining unit he shall, immediately upon entry into his new department, receive vacation points as per 8.10 (e)(i) above. Thereafter, he shall receive or lose vacation points in accordance with (d) above.

8.11 For the purpose of scheduling vacations, supervisors' vacations shall not be taken into account.

8.12 Employees entitled to three (3) weeks of vacation may elect to defer one (1) week of vacation. Employees entitled to four (4) or more weeks of vacation may elect to defer two (2) weeks of vacation. Deferred vacation will be taken in the following calendar year outside the prime time period inclusive.

8.13 a) a week of vacation is defined as forty (40) scheduled working hours.

b) A day of vacation is defined as eight (8) or twelve (12) scheduled working hours. Vacation will be scheduled in full shifts.

8.14 If, at the end of an employee's vacation entitlement, a partial shift of vacation is remaining, the employee will be granted a leave of absence without pay for the remaining hours of said shift to complete his vacation.

Upon completion of one (1) year of continuous service, twenty-four hours of travel time with pay at the employee's base hourly rate will be granted annually to each employee in conjunction with his annual vacation.

ARTICLE IX – HOLIDAYS

9.01 a) the following holidays will be granted to all employees covered by this agreement:

New Year's Day
Good Friday
Victoria Day
Canada Day

Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day

Family Day

b) Additionally, employees on schedules 5.07 (a), (b), (c), and (d) will be granted the following holidays:

August Civic Holiday Boxing Day

c) A floating holiday announced by the Company in October each year for the following year will be granted to all employees on schedules 5.07 (a), (b), (c) and (d).

9.02 a) Shift #1; Shift #4 and Continuous Shift employees will observe holidays on the day on which they fall.

b) Shift #2, modified Shift #4 and Day employees will observe holidays on the day on which they fall, where that day is included in their work schedule. Where the holiday falls on a Shift #2, modified Shift #4 or Day employee's scheduled day off the employee shall observe the holiday on a scheduled day of work. For holidays falling on a Friday or a Saturday that day shall be observed on the preceding scheduled day of work. For holidays falling on a Sunday or Monday that day shall be observed on the following scheduled day of work. All employees working under the modified Shift #4 schedule will receive equal amount of hours for each statutory holiday.

c) For purposes of determining the date of a holiday under Article 9.01, the day proclaimed by Government legislation shall apply.

9.03 If a recognized holiday falls on a day an employee is scheduled to work, he will work his shift that day and receive, in addition to his regular salary, pay at applicable overtime rates for all hours worked.

9.04 If a recognized holiday falls on a Shift #1, Shift #4 or a continuous shift employee's scheduled day off, the employee will receive, in addition to his regular salary, one shift's pay calculated at his base hourly rate.

9.05 a) notwithstanding the provisions in Articles 9.02, 9.03 and 9.04, an employee will be paid a holiday credit for each of the agreed upon statutory holidays, only provided:

i) If his schedule is such that the employee works on the holiday, or;

ii) If his schedule is such that he does not work on the holiday, but the employee works his last scheduled shift or day before the holiday and his first scheduled shift or day after the holiday or;

iii) If his schedule is such that he does not work on the holiday, but the employee works either his last scheduled shift or day before the holiday or his first scheduled shift or day after the holiday, and has an excused absence for the other day mentioned.

b) An employee will, however, be entitled to holiday pay if absent on the holiday when scheduled to work, if his shift is covered by another employee with a mutual shift change agreement. The provisions of Article 9.06 will apply.

In the event that a Shift #1, Shift #4 or continuous shift employee is required to work on a

statutory holiday, or if the holiday falls on a scheduled day off, the employee may elect to receive a regularly scheduled work day off, on the following basis:

a)

i) Any seventy-two (72) statutory holiday hours per year may be reserved to be scheduled at other than the period of July and August. The statutory holidays so reserved would be the Labour Day, Thanksgiving Day, Victoria Day, Dominion Day, Family Day, Remembrance Day, Christmas Day, New Year's Day and Good Friday. Additionally, employees not on a Compressed Work Week schedule may bank August Civic Holiday and Boxing Day. A maximum of one hundred and eight (108) statutory holiday hours so reserved may be carried from year to year at an employee's option.

ii) The Company agrees to publish the current number of accumulated banked statutory holiday hours, defined in (i) above on each pay statement of each employee covered by Article 2.01.

b) If there is open time available during prime time, after vacation schedules have been posted, employees may schedule some or all reserved statutory holiday credits to fit these open periods, in accordance with Article 9.06(e).

c) Unless specified, in writing, fifteen (15) days prior to the specified statutory holidays, the company will reserve specified statutory holidays up to an employee's yearly entitlement.

d) Notwithstanding Articles 6.01, 9.03 and 9.04, payment for these reserved holidays or portion thereof, at the time the holiday occurs, will be at one (1) times pay, plus regular salary for those reserved holidays worked and at regular salary only with no premium for those reserved holidays falling on an employee's scheduled days off.

e) Employees must give their Supervisor at least three (3) working days written notice or five (5) calendar days notice of their desire to schedule a day (s) of their reserved statutory holiday credits and/or banked overtime.

If the request is done in writing, the employee will receive a written reply at least two (2) working days prior to their requested time off.

If the request is done verbally, the employee will receive a verbal reply at least two (2) calendar days prior to the requested time off.

The request shall be granted under the following conditions:

i) Subject to 9.06(a);

ii) Operations not being unduly restricted;

iii) The job combinations allowed off at any one time will be the same as defined in 8.09 (b).

After the January 1st vacation schedules have been posted, employees requesting to de-

bank time within that calendar year and within the job combinations allowed off at any one time as defined in 8.09 (b) will receive a written reply no later than five (5) days from the date of request.

f) The provisions of (a), (b), (d) and (e) above, inclusive, shall also apply to a Day, Shift #2 or modified Shift #4 employee who is required to work on a holiday, subject to the employee electing in writing, in advance or on the holiday, to reserve the holiday.

g) Subject to 9.06 (e) de-banking of statutory holidays or banked overtime credits shall be on first come, first served basis.

ARTICLE X - LEAVE OF ABSENCE

10.01 Individual employees may, with the Company's consent in writing, obtain a leave of absence without pay. The written consent shall state the dates on which the leave of absence begins and ends.

In the case of death in the immediate family of an employee, such employee will be granted three (3) working days off with no loss of pay. For employees not covered by an overtime agreement an additional two (2) working days will be granted with no loss of pay if travel out of town is required. For employees covered by overtime agreements an additional one (1) working day will be granted with no loss of pay if travel out of town is required. If circumstances are such as to make this impractical, additional time off may be granted subject to Company approval. The "immediate family" includes:

- (1) Spouse including common law or same sex.
- (2) Parents (including step-parent or foster parent) of the employee or the employee's spouse.
- (3) Daughter/Son (including, In-law, step or foster) of the employee or the employee's spouse.
- (4) Grandparents (including step grandparents) of the employee or the employee's spouse
- (5) Grandchildren (including step grandchildren) of the employee or the employee's spouse.
- (6) Sister / Brother (including in-laws)

10.03 An employee who receives a subpoena for jury or witness duty will be granted a leave of absence for that purpose provided the Company is properly notified. The employee will receive an amount of pay from the Company, which when added to his jury duty or witness pay, will equal his regular salary while on such duty.

10.04 The Company agrees to grant leaves of absence without pay to members of the Union for the business purposes of the Union and to attend Union functions. Application for approval of such leave shall be made by one or more of the Executive Officers of the Union, who will endeavour to request such leave at least 48 hours prior to the commencement of the shift(s) for which the leave is requested.

- 10.05** In the event that an employee is recruited for fighting forest fires, an amount will be paid by the Company which, when added to the fire fighting pay received from the Government equals the employee's normal salary.

ARTICLE XI
PROMOTION, SENIORITY, TRANSFERS, TRAINING AND PROGRESSION
CHARTS

11.01 a)

- i)** Permanent progression within any areas shall be in accordance with progression charts and notes, Appendix "B". Qualification is based on the employee's knowledge of the theories, procedures and equipment related to the job in question. The Company undertakes to evaluate the qualifications of employees in a fair and just manner. The Company agrees that all employees will be given every opportunity to qualify for the next higher jobs within the minimum time periods, as set out in the progression charts. Employees shall be provided with special instruction, instructional material and/or any other advice or means for self-improvement. If an employee has not qualified for the next higher job because the Company has not given him the opportunity to train within the minimum time period, the Company agrees that within a further ninety (90) day period the employee shall receive the opportunity to train and qualify. Providing the employee qualifies during this ninety (90) day period he shall receive his wage increment retroactive to the date of completion of the minimum time period as outlined in Appendix "B".
- ii)** When a permanent vacancy occurs the most senior man in the next lower classification or phase will be given the job provided he is qualified for move up or phase progression. In the event that it is found that an employee has not sufficient qualification for move up or phase progression he will be informed as to the areas in which he is expected to improve and will be given extra assistance in those areas. If time is such that it would not be practical for re-evaluation of said employee before the vacant job must be filled, the next most senior employee will be given the job, subject to the same conditions. It is agreed that the senior employee will be given the same opportunity for all subsequent vacancies in the next higher classification or phase. However, if the senior employee, providing he meets the certification requirements where required as outlined in Appendix "B", has not been given the opportunity to train for the job, the position will be filled on a temporary basis for up to thirty (30) working days, during which time the senior employee will be given the opportunity to train and qualify.
- iii)** Pay classification seniority will be the governing factor to determine move up, however if pay classification seniority is the same, the qualified employee with the most area seniority will be given the job. If the area seniority is the same, then the qualified employee with the most Company seniority will be given the job. Pay classification or area seniority begins on the date an employee is given a permanent

assignment in the pay classification, phase or area. If there is no one qualified in the given pay classification, phase or area, then persons in the next lower pay classification or phase will become eligible. An employee may, with the approval of the Department Manager, decline a permanent move up. In such case his rate of pay will be fixed at his currently assigned position rate in accordance with Appendix "B". This agreement will remain in effect until cancelled by either party with 30 days written notice. The date of cancellation will determine the employees pay classification seniority for subsequent progression. Employees currently training for the position which was declined by the individual will complete their qualifications before the individual is considered for training.

b) Move-ups caused by temporary vacancies as well as training for the next job shall be in accordance with the Progression Charts and Notes for each area.

c) Temporary shift vacancies will be filled by the next most senior qualified employee on the shift concerned, or as outlined in Appendix "B", If it is determined that a temporary job opening will last in excess of thirty (30) days, it shall be considered as a permanent job opening and shall be filled by the normal procedure as defined in 11.01(a) except as follows:

i) When filling job vacancies on a temporary basis, resulting from vacations, injury, sickness, leave of absence, training or emergency, the temporary procedure may apply beyond thirty (30) days.

ii) Specific projects of limited duration, not to exceed six (6) months, provided the Union is notified of such specific project.

d) When two or more employees begin employment on the same day, the order of Company seniority will be established at that time by a draw in the presence of all employees concerned. If required, a similar draw shall be held to determine the order of Company seniority for any employees whose order of Company seniority has not been previously determined.

e) It is the Company's intent that, when the equipment or plant area is in operation, all shift positions will be manned. It is also the intent that when the equipment or plant area is not in operation, but is ready and available for operation, and it is evident that it may be required to operate during a shift, then in the event any employee is absent, move-up will be made to man each position.

f) Students and term employees will receive move-up, overtime and promotional opportunities only after all employees hired into permanent positions.

11.02 Company policy regarding educational assistance is included in TransAlta Corporate Policy.

11.03 This provision does not apply to successful applicant for apprenticeship positions.

a) In the event an employee whose pay classification is above the rank of Trainee transfers of his own volition to another area, his salary will be adjusted to the greater of the rate of

pay for the job to which he transfers or to the "H" rate of pay. An employee who transfers at a rate of pay below "H" rate will maintain his rate of pay. However, on such transfer, he shall be established at the Trainee or equivalent start level in his new department or area, and his classification and area seniority will begin on the day of his transfer.

b) An employee who transfers into a labourer's position will have his salary reduced to "K" rate. He will receive wage increases as per Appendix "A".

11.04 Off-The-Job Training

The Company encourages participation in all forms of off-the-job training such as Company sponsored courses, correspondence courses, or Power Engineering studies. These are aids to increase ability but they are not requirements for any job classification in any area, except as specifically provided elsewhere in this Agreement.

11.05 Employees shall be probationary for the first 90 calendar days from hire date. After successful completion of his probationary period, the employee's seniority shall be dated from the day his employment began.

11.06 Seniority lists will be posted at least every three- (3) months. Distribution will consist of the employee's classification seniority, Area seniority and Company seniority.

a) Non-bargaining unit employees shall not perform work normally assigned to employees within the bargaining unit to the extent of denying an employee in the bargaining unit the opportunity for a job or promotion. It is not the Company's intent that non-bargaining unit personnel perform work normally assigned to bargaining unit personnel, on an ongoing basis. It is recognized that there will be occasions such as, in emergency situations, for teaching or demonstrations, in experimental and developmental work, critical start-up and shutdown, or to improve productivity and effectiveness of the plant, that it may be necessary from time to time for non-bargaining unit employees to do work in co-operation with bargaining unit employees.

b) Employment of contractors for work expected to last in excess of ten (10) days to supplement bargaining unit work will only take place after discussion with and input from the Area Steward(s).

c) In cases of warranty work, to the extent possible, the Maintenance Departments will assist the Service Representative while working at TransAlta PCPS.

11.08 Before the Company seeks candidates from outside the Bargaining Unit, preference shall be given to senior qualified employees who have a minimum of one (1) year Area seniority, in accordance with Article 11.06, in the area he is transferring from, and have applied pursuant to the procedures below.

a) The Company shall post notices of any permanent vacancies on designated job vacancy bulletin boards, and shall send a copy of each posting to the Union Office.

b) The Company agrees to receive written applications for transfer from employees for eight (8) days from the date of the posting. Employees may file standing applications with TransAlta Energy Corporation, P.C.P.S. for a specific job opportunity. Such applications

will be valid for a period of three (3) months.

c) A successful job applicant shall be released to his new job as soon as possible but in any event not later than thirty (30) working days after the closing of the job posting.

d) The Company shall notify each unsuccessful employee of the reasons why he was not selected for the posted job vacancy.

- 11.09** Any employee who accepts a promotion or transfer out of the Bargaining Unit in excess of one thousand and forty (1040) accumulated working hours per contract year shall be notified by the Company of his loss of bargaining unit seniority and may only re-enter the Bargaining Unit at the trainee level. Any overtime worked will be recorded on the overtime lists. During this period he may be reverted to his former position. The company will notify the union as to the start and end date for any bargaining unit member who accepts a promotion or transfer out of the bargaining unit.

ARTICLE XII **LAYOFF AND DISCHARGE**

- 12.01 a)** The Company agrees to provide the Union with six (6) months notice of a plant closure, partial plant closure or other workforce reduction caused by changes in working methods or facilities which will involve the lay-off of any person covered by Article 2.01 during the life of this Agreement.

b) Senior employees displaced as a result of such change will be given the opportunity to transfer to any department in the operation where there is an opening, if they satisfy the basic requirements for the position. If retraining is required to fill the open position, the Company will provide such training where possible, or co-operate with government retraining departments to provide such training in order that the displaced employee may qualify to continue in the employ of the Company. Employees who remain in the employ of the Company will have their regular rate of pay maintained until permanently reassigned to their new job. Employees who are permanently reassigned will have their regular salary maintained until they qualify for a higher rate or until subsequent adjustments in regular salary rates qualify the employees for an increase. For this maintenance of rate provision to apply, employees who are permanently reassigned must meet the progression requirements in accordance with this agreement.

c) In the event it is not possible to reassign the employee to other useful employment in the operation, then on severance resulting from technological change or automation, the employee will receive severance pay based on the greater of:

i) four weeks pay multiplied by 1.15; or

ii) two weeks' pay plus two weeks pay for each year of Continuous Service, multiplied by 1.15, provided in either case the employee has at least one (1) year of Continuous Service with the Company. Severance pay for a partial year of service will be calculated on a prorated basis. A week's pay shall equal forty (40) hours at the

employee's base hourly rate.

12.02 a) In the event that it is necessary for the Company to reduce the working force, the lay-off shall be made by the Company in the reverse order of Company seniority within the trade or progression concerned within each Department of the plant, providing employees retained are qualified to do the work remaining. However, in the event of lay-off in a trade or progression common to more than one Department, then the junior of the qualified employees affected will be laid off regardless of the department, with the remaining employees being transferred to fill the resulting vacancies.

b)

i) If an employee who has transferred from one department to another while employed by the company is to be laid off, he may exercise his Company seniority to displace the junior employee in the trade or progression where he worked in his last previous department provided the junior employee has less company seniority and has the least company seniority in the trade or progression in his last previous department and provided he is qualified to fill the position.

ii) Employees who are not able to retain employment through (b)(i) above may use their qualifications and seniority to displace the employee who has less Company Seniority and who has the least Company Seniority in any entry level position provided that no more than twenty-five (25%) percent of such employees in an area are displaced. For the purpose of this provision, entry-level positions are Labourers and Trainees. In the case of Labourers, there are no restrictions on displacement.

c)

i) The recall of employees will be in the reverse order of layoff, provided the employee has not been laid off for more than twelve (12) months and further provided the employee(s) recalled are qualified to perform the work available.

ii) Employee who decline a Recall for work expected to last less than one hundred and twenty (120) Calendar Days will not lose their position on the Recall List because of declining.

iii) Employees on the Recall List are responsible to inform the Company of their whereabouts so that they may be contacted for Recall. The Company will notify the employee by telephone. Failing that, the Company will notify the employee by Registered Mail or other form of delivery, which demonstrates the attempt to contact, was made at the last known address of the employee and a copy of the notices to be sent to the Union.

iv) The employee has forty-eight (48) hours to respond to contact by telephone and must report for work within an additional seven (7) days or some longer period if longer notice can be given by the Company. The employee has fourteen (14) days from the date a Registered or similar Letter of Notice is dispatched from the Company in which to respond and must report for work within an additional

seven (7) days or some longer period if longer notice can be given by the Company.

d) For the purpose of "continuous service", an employee recalled will be deemed to have continuous service.

e) An employee who accepts recall to other than the position that he held prior to layoff will retain his position on the recall list until such time as he has had an opportunity to return to the position held prior to layoff, provided the employee has not been on the recall list for more than twelve (12) months.

12.03 For the purposes of layoff the date and time of notification of layoff shall be deemed the commencement of layoff and the date and time of notification of recall shall be deemed the official time of the recall regardless of which shift a recalled employee actually works in accordance with regular work schedules.

12.04 In the event that any classification or position is cancelled for any reason and the employee in that classification is lowered to a lower classification, he will maintain his regular salary.

12.05 Should an employee accept an opportunity to transfer to another position rather than be laid off, the employee will have his regular rate of pay maintained until he qualified for a higher rate or until subsequent adjustments in regular rates of pay qualify the employee for an increase. For this maintenance of rate provision to apply, an employee who is permanently reassigned must meet the progression requirements in accordance with this agreement.

12.06 In preference to being laid off, an employee who has at least one (1) year of continuous service with the Company may request in writing to accept the following severance pay and to terminate his employment with the Company. In this case, the employee shall have no recall rights under this Agreement. Severance pay will be provided based on the greater of:

a) four weeks' pay multiplied by 1.15; or

b) two weeks' pay plus two weeks' pay for each year of Continuous Service, multiplied by 1.15; provided in either case the employee has at least one (1) year of Continuous Service with the Company. Severance pay for a partial year of service will be calculated on a prorated basis. A week's pay shall equal forty (40) hours at the employee's base hourly rate.

ARTICLE XIII **GRIEVANCE PROCEDURE**

13.01 Definition: For the purpose of this Agreement the term "grievance" shall mean any dispute between the Company and the Union, or between the Company and any employee within the jurisdiction of the Union, concerning the interpretation, application, claim of breach or violation of this Agreement.

a) Any employee who has a dispute shall first discuss the matter with his immediate

Supervisor with a view to prompt settlement thereof. The employee may have his Union Steward present at such discussion.

b)

i) Step One: If after forty-eight (48) hours the dispute is not resolved, it then becomes a formal grievance if the employee and/or his Union Steward present a written grievance form to his Supervisor, specifying the provision(s) of the Collective Agreement violated and specifying the remedy requested, within seven (7) working days of the date of occurrence of the fact or event which gave rise to the matter in dispute.

ii) The grievance will be heard by the Manager or his appointee, the Manager will arrange an acceptable hearing date within five (5) working days of the formal submission. At this meeting the Grievor will be accompanied by a Union Steward. The Manager or his appointee shall reply in writing to the Grievor within a further five (5) working days.

c) Step Two: Failing the satisfactory resolution of the grievance within five (5) working days of the date of the written reply in Step One, the grievance may be appealed to the Director of Operations or his appointee, who will arrange a meeting with a Union Grievance Committee for that purpose, within a further ten (10) working days.

d)

i) The meetings referred to in (b) (ii) and (c) above shall be held on the Grievor's day shift.

ii) Where an appointee hears the grievance, such appointee shall not be the person who heard the grievance in the previous step.

e) If the grievance is not resolved within five (5) working days of the date of the meeting, it may be submitted to arbitration in accordance with the following procedures:

i) Discipline and discharge grievances will be heard by a single arbitrator;

ii) Grievances of any other nature will be heard by a three-man Arbitration Board unless otherwise agreed to by both parties.

13.03 The party desiring arbitration shall notify the other party of intention to arbitrate, and if no such notice is received within thirty (30) working days of the date of the final answer in Step Two of the grievance procedure, the grievance shall be deemed to be settled.

13.04 a) A grievance of the Union which cannot be made the grievance of an employee or a group of employees may be submitted by the Union to the Company, and a grievance of the Company may be submitted in writing within ten (10) working days after the occurrence of the fact or event which gave rise to the matter in dispute. A meeting of the parties shall be held thereafter within a period of five (5) working days with the Director of Operations or his appointee in attendance. Such meeting and response in writing within ten (10) working days thereof, shall constitute the first and final step of the grievance procedure in a grievance of this nature.

- b)** If the matter is not satisfactorily resolved by this procedure it may be submitted to arbitration according to Article 13.03.
- 13.05** The time limit imposed on the initial filing of a written grievance is not intended to be restrictive where the employee or party grieving could not be aware of the existence of a potential grievance within such limit, e.g., a delay caused by pay calculation procedures which extend beyond the allowed time limit, or by promotion, or the event of an employee's absence through illness, compensable accident, vacation or authorized leave of absence.
- 13.06 a)** In the event that the Company does not respond to a grievance within the specified time limits (subject to 13.06 (b)) the grievance may be advanced to the next step in the grievance procedure.
- b)** In the event that a grievance is not submitted or advanced from one step to another within the time limits specified, (subject to Article 13.05) or as extended by agreement between the Company and the Union in writing, the grievance shall be deemed to be settled.
- 13.07 a)** Prior to the imposition of documented discipline, an employee, if available, will be notified at a meeting with Management of the reasons for such action, unless he is a danger to himself or others. The employee, if he so desires, may be accompanied by a Union Steward at the meeting.
- b)** Any complaint or grievance by an employee, that he has been terminated without cause, may be submitted directly to Step Two of the grievance procedure, provided such action is taken within ten (10) calendar days of the date of termination. Probationary employees may not grieve their termination.
- c)** Termination grievances will be scheduled for arbitration at the earliest opportunity.
- d)** Following completion of a consecutive twelve (12) month period without receiving further disciplinary letters, all letters of discipline will be removed from an employee's file provided that the discipline is not being processed through the grievance procedure. Once removed from the file a letter shall not be referred to in any subsequent action. Further, the Company agrees that all letters of discipline when removed are returned to the employee.
- 13.08** The term "working days" as used in Articles 13.01, 13.02, 13.03 and 13.04 is defined as the scheduled days worked by the individual holding the grievance.
- 13.09** The decision of the Board of Arbitration shall be final and binding upon the parties and upon all affected employees as set out in the Alberta Labour Act.

ARTICLE XIV

ENVIRONMENTAL, HEALTH, SAFETY AND GENERAL CONDITIONS

- 14.01** The Company and the Union agree to support and adhere to principals that promote exemplary Environmental, Health and safety (EHS) performance.

- 14.02** In recognition that environmental, health and safety is a joint management and employee concern, the following committees will be established:
- a)** The Company and the Union will participate in the Health, Safety and Environment (HSE) working committee, Suncor Energy Inc., Oil Sands, as permitted.
 - b)** A Joint Environment, Health and Safety Committee will be established with representation from employees and management to promote and discuss Environment, Health and Safety matters on a monthly basis.
 - c)** The Company will recognize the Safety Board Chairperson and seven (7) Safety Representatives as shown below.
 - i)** The Safety Chairperson or designate will receive all accident investigation and near miss reports for his area as issued.
 - ii)** The Safety Representative will be informed and may attend all accident /investigation meetings for his or her shift/group. If the Safety Representative is not available, an alternative safety representative may attend. If a safety representative is not available within a reasonable time, the accident/investigation meeting may proceed and the Safety Representative will be informed of the content of the meeting.
 - d)** No safety committee member shall suffer loss of regular pay by attending regularly scheduled meetings of this committee. Committee members attending regularly scheduled meetings on their own time will be paid the travel allowance and their normal rate of pay, for actual time spent at the meeting, at overtime rates.
- 14.03** The Company will provide adequate first aid facilities in the Plant. The Company agrees to provide and maintain lockers, lunchrooms, and reasonable sanitary, washing and shower facilities. Employees using these facilities are expected to refrain from littering and abusing the facilities.
- 14.04** When required to work in a location remote from other employees, an employee may request of his Supervisor, and his Supervisor may authorize, another employee to accompany him to ensure his safety.
- 14.05**
- a)** Twice weekly clothing will be cleaned for all employees covered by Article 2.01.
 - b)** Employees covered under Article 2.01 will be entitled to have a choice of pants, shirts, and/or coveralls at no cost to the employees. A choice of his/her combination of six (6) sets will be provided to each employee. Replacements will be granted as required.
 - c)** The Company will pay, on the second pay day of October, to all employees covered by Article 2.01 who have completed their probationary period, an annual clothing allowance of \$295.00.
 - d)** The Company agrees that the present practice of supplying safety equipment will continue in full.

Alain Duguay	Kelly Hodgen

APPENDIX "A" - SALARY GROUPS

Group	Rates 07/02/01	Rates 08/02/01	Rates 09/02/01	
A-3	47.02	49.84	52.83	Unit Leader – Upon Promotion
A-2	46.15	48.92	51.86	Unit Leader – Upon Qualifying
A-1	45.19	47.90	50.77	Main Control Room Operator After 5 Years in Classification Dual ticket Journeyman After 5 Years
B-1	44.23	46.88	49.69	Main Control Room Operator Dual ticket Journeyman Multi-Skilling Journeyman
B	42.67	45.23	47.94	Journeyman Operator - See Progression Chart
C	40.91	43.36	45.96	Operator - See Progression Chart
D	39.71	42.09	44.62	Operator - See Progression Chart

E	38.47	40.78	43.23	Apprentice IV
F	37.25	39.49	41.86	Operator - See Progression Chart
G	36.03	38.19	40.48	Operator - See Progression Chart
H	34.84	36.93	39.15	Apprentice III Labourer - 24 months Operator - See Progression Chart
I	33.92	35.96	38.12	Labourer - 18 months
J	32.45	34.40	36.46	Apprentice II Labourer - 12 months
K	31.20	33.07	35.05	Labourer - 6 months
L	27.32	28.96	30.70	Apprentice I Labourer – start Operator – See Progression Chart
M	21.25	22.53	23.88	Co-op & Summer Students

				<p><u>Other Allowances</u></p> <p>Power Engineering Certificates</p> <p>4th Class Ticket - 1.5% of the A-B-D Schedule twice monthly at the "B" salary group</p> <p>3rd Class Ticket - 4.5% of the A-B-D Schedule twice monthly at the "B" salary group</p> <p>- 2nd Class Ticket – 6.0% of the A-B-D Schedule twice monthly at the “B” salary group</p> <p>Transportation</p> <p>- \$35 as per 6.05 (a)</p>
	55.66	59.00	62.54	
	166.98	177.00	187.61	
	222.65	236.00	250.15	

Salary Schedule 1

**SALARY SCHEDULE –
MONTHLY SALARIES
EFFECTIVE 07-02-01 (YY-
MM-DD) subject to
verification**

Salary Group Base Hourly Rate 5.07 (A,B,D)

Monthly Sal. 40

Hour 5.07 (C,F)

Shift Diff Average Shift O/T 5.07 (C,F)

Shift Reg

Monthly

Salary A-347.028178.12284.90817.819280.83A-246.158026.80284.90802.689114.38A-145.19
7859.83284.90785.988930.71B-144.237692.86284.90769.298747.04B42.677421.53284.90742
.158448.58C40.917115.42284.90711.548111.85D39.716906.70284.90690.677882.27E38.4766
91.03284.90669.107645.03F37.256478.84284.90647.887411.62G36.036266.65284.90626.667
178.21H34.846059.67284.90605.976950.53I33.925899.66284.90589.976774.52J32.455643.9
8284.90564.406493.28K31.205426.57284.90542.666254.12L27.324751.73284.90475.175511.
80M21.253695.98284.90369.604350.47SHIFT DIFFERENTIAL BASED ON : DAYSHIFT-2%,
AFTERNOON SHIFT-4%, NIGHTSHIFT- 7%
RESPECTIVELY OF GROUP "G" HOURLY RATE \$0.72 \$1.44 \$2.52

Salary Schedule 2

**SALARY SCHEDULE –
MONTHLY SALARIES
EFFECTIVE 07-02-01 (YY-
MM-DD) subject to
verification**

Salary Group Base Hourly Rate 5.07 (A,B,D)

Monthly

Sal. 40 Hour 5.07 (E)

Shift Diff 5.07 (G,H)

Shift Diff 5.07 (E) Shift Average Shift O/T 5.07 (E)

Shift Reg Monthly

Salary 5.07 (G,H)

Shift Reg Monthly

Salary A-347.028178.1287.6650.09817.819083.598228.21A-246.158026.8087.6650.09802.688
917.148076.90A-145.197859.8387.6650.09785.988733.487909.92B-144.237692.8687.6650.09
769.298549.817742.95B42.677421.5387.6650.09742.158251.357471.62C40.917115.4187.665
0.09711.547914.627165.51D39.716906.7087.6650.09690.677685.036956.80E38.476691.0387
.6650.09669.107447.806741.12F37.256478.8487.6650.09647.887214.386528.93G36.036266.6
487.6650.09626.666980.976316.74H34.846059.6787.6650.09605.976753.306109.76I33.9258
99.6687.6650.09589.976577.285949.75J32.455643.9887.6650.09564.406296.045694.07K31.
205426.5787.6650.09542.666056.895476.66L27.324751.7387.6650.09475.175314.564801.82

M21.253695.9887.6650.09369.604153.233746.07 **SHIFT DIFFERENTIAL BASED ON :**
DAYSHIFT-2%, AFTERNOON SHIFT-4%, NIGHTSHIFT- 7%
RESPECTIVELY OF GROUP "G"HOURLY RATE \$0.72 \$1.44 \$2.52

Salary Schedule 3

**SALARY SCHEDULE –
 TWICE MONTHLY SALARIES
 EFFECTIVE 07-02-01 (YY-
 MM-DD) subject to
 verification**

Salary GroupBase Hourly Rate5.07 (A,B,D)
Twice Monthly Sal. 40 Hour5.07 (G,H)
Shift Regular Twice Monthly5.07 (E)
Shift Reg
Twice Monthly5.07 (C,F)
Shift Reg
Twice

MonthlyA-347.024089.064114.114541.804640.42A-246.154013.404038.454458.574557.19A-14
5.193929.923954.964366.744465.36B-144.233846.433871.484274.914373.52B42.673710.773
735.814125.684224.29C40.913557.713582.763957.314055.92D39.713453.353478.403842.523
941.14E38.473345.523370.563723.903822.52F37.253239.423264.473607.193705.81G36.0331
33.323158.373490.493589.11H34.843029.843054.883376.653475.27133.922949.832974.88328
8.643387.26J32.452821.992847.043148.023246.64K31.202713.292738.333028.453127.06L27.
322375.872400.912657.282755.90M21.251847.991873.042076.622175.24SHIFT
DIFFERENTIAL BASED ON : DAYSHIFT-2%, AFTERNOON SHIFT-4%, NIGHTSHIFT- 7%
RESPECTIVELY OF GROUP "G"HOURLY RATE \$0.72 \$1.44 \$2.52

Salary Schedule 4

**SALARY SCHEDULE –
 MONTHLY SALARIES
 EFFECTIVE 08-02-01 (YY-
 MM-DD) subject to
 verification**

Salary GroupBase Hourly Rate5.07 (A,B,D)
Monthly Sal. 40
Hour5.07 (C,F)
Shift DiffAverage Shift O/T5.07 (C,F)
Shift Reg Monthly

SalaryA-349.848668.60301.94866.869837.40A-248.928508.58301.94850.869661.38A-147.908
331.18301.94833.129466.24B-146.888153.77301.94815.389271.09B45.237866.79301.94786.
688955.41C43.367541.54301.94754.158597.64D42.097320.65301.94732.078354.66E40.7870
92.80301.94709.288104.03F39.496868.44301.94686.847857.22G38.196642.33301.94664.237
608.51H36.936423.18301.94642.327367.44I35.966254.47301.94625.457181.86J34.405983.14

301.94598.316883.40K33.075751.82301.94575.186628.94L28.965036.97301.94503.705842.6
 1M22.533918.61301.94391.864612.41SHIFT DIFFERENTIAL BASED ON : DAYSHIFT-2%,
 AFTERNOON SHIFT-4%, NIGHTSHIFT- 7%
 RESPECTIVELY OF GROUP "G"HOURLY RATE \$0.76 \$1.53 \$2.67

Salary Schedule 5

**SALARY SCHEDULE –
 MONTHLY SALARIES
 EFFECTIVE 08-02-01 (YY-
 MM-DD) subject to
 verification**

Salary GroupBase Hourly Rate5.07 (A,B,D)
 Monthly Sal. 40
 Hour5.07 (E)
 Shift Diff5.07 (G,H)
 Shift Diff5.07 (E) Shift Average Shift O/T5.07 (E)
 Shift Reg Monthly
 Salary5.07 (G,H)
 Shift Reg Monthly

SalaryA-349.848668.6093.1453.22866.869628.608721.82A-248.928508.5993.1453.22850.869
 452.588561.81A-147.908331.1893.1453.22833.129257.448384.40B-146.888153.7793.1453.22
 815.389062.298206.99B45.237866.7993.1453.22786.688746.617920.01C43.367541.5493.145
 3.22754.158388.847594.77D42.097320.6593.1453.22732.078145.867373.88E40.787092.8193
 .
 1453.22709.287895.237146.03F39.496868.4493.1453.22686.847648.426921.66G38.196642.3
 393.1453.22664.237399.706695.55H36.936423.1893.1453.22642.327158.646476.40I35.9662
 54.4793.1453.22625.456973.066307.69J34.405983.1493.1453.22598.316674.606036.37K33.
 075751.8293.1453.22575.186420.145805.04L28.965036.9793.1453.22503.705633.815090.19
 M22.533918.6193.1453.22391.864403.613971.83SHIFT DIFFERENTIAL BASED ON :
 DAYSHIFT-2%, AFTERNOON SHIFT-4%, NIGHTSHIFT- 7%
 RESPECTIVELY OF GROUP "G"HOURLY RATE \$0.76 \$1.53 \$2.67

Salary Schedule 6

**SALARY SCHEDULE –
 TWICE - MONTHLY
 SALARIES EFFECTIVE
 08-02-01 (YY-MM-DD) subject
 to verification**

Salary GroupBase Hourly Rate5.07 (A,B,D) Twice Monthly Sal. 40
 Hour5.07 (G,H) Shift Regular Twice Monthly5.07 (E)
 Shift Regular
 Twice Monthly5.07 (C,F)
 Shift Regular
 Twice

MonthlyA-349.844334.304360.914814.304918.70A-248.924254.304280.914726.294830.69A-14
 7.904165.594192.204628.724733.12B-146.884076.894103.504531.154635.55B45.233933.403
 960.014373.314477.71C43.363770.773797.394194.424298.82D42.093660.333686.944072.034
 177.33E40.783546.413573.023947.624052.02F39.493434.223460.833824.213928.61G38.1933
 21.173347.783699.853804.26H36.933211.593238.203579.323683.72I35.963127.243153.85348
 6.533590.17J34.402991.573018.193337.303441.70K33.072875.912902.523210.073314.47L28.
 962518.492545.102816.912921.31M22.531959.311985.922201.812306.21SHIFT
DIFFERENTIAL BASED ON : DAYSHIFT-2%, AFTERNOON SHIFT-4%, NIGHTSHIFT- 7%
RESPECTIVELY OF GROUP "G"HOURLY RATE \$0.76 \$1.53 \$2.67

Salary Schedule 7

**SALARY SCHEDULE –
 MONTHLY SALARIES
 EFFECTIVE 09-02-01 (YY-
 MM-DD) subject to
 verification**

Salary GroupBase Hourly Rate5.07 (A,B,D)

Monthly Sal. 40

Hour5.07 (C,F)

Shift DiffAverage Shift O/T5.07 (C,F)

Shift Reg Monthly

SalaryA-352.839188.65320.20918.8610427.71A-251.869019.94320.20901.9910242.13A-150.7
 78830.35320.20883.0310033.59B-149.698642.51320.20864.259826.96B47.948338.14320.208
 33.819492.15C45.967993.76320.20799.389113.34D44.627760.69320.20776.078856.96E43.23
 7518.93320.20751.898591.03F41.867280.65320.20728.068328.92G40.487040.63320.20704.0
 68064.89H39.156809.30320.20680.937810.44I38.126630.16320.20663.027613.38J36.466341.
 44320.20634.147295.78K35.056096.20320.20609.627026.02L30.705339.61320.20533.966193
 .77M23.884153.41320.20415.344888.95SHIFT DIFFERENTIAL BASED ON : DAYSHIFT-2%,
AFTERNOON SHIFT-4%, NIGHTSHIFT- 7%
RESPECTIVELY OF GROUP "G"HOURLY RATE \$0.81 \$1.62 \$2.83

Salary Schedule 8

**SALARY SCHEDULE –
 MONTHLY SALARIES
 EFFECTIVE 09-02-01 (YY-
 MM-DD) subject to
 verification**

Salary GroupBase Hourly Rate5.07 (A,B,D)

Monthly Sal. 40

Hour5.07 (E)

Shift Diff5.07 (G,H)

Shift Diff5.07 (E) Shift Average Shift O/T5.07 (E)

Shift Reg Monthly
Salary5.07 (G,H)
Shift Reg Monthly

SalaryA-352.839188.6598.6256.35918.8610206.139245.00A-251.869019.9398.6256.35901.99
10020.559076.29A-150.778830.3598.6256.35883.039812.018886.71B-149.698642.5198.6256.
35864.259605.388698.86B47.948338.1498.6256.35833.819270.578394.49C45.967993.7698.6
256.35799.388891.758050.11D44.627760.6998.6256.35776.078635.387817.05E43.237518.93
98.6256.35751.898369.447575.29F41.867280.6598.6256.35728.068107.337337.00G40.48704
0.6398.6256.35704.067843.317096.98H39.156809.3098.6256.35680.937588.856865.66138.12
6630.1698.6256.35663.027391.796686.51J36.466341.4498.6256.35634.147074.206397.79K3
5.056096.2098.6256.35609.626804.436152.55L30.705339.6198.6256.35533.965972.195395.9
6M23.884153.4198.6256.35415.344667.374209.76SHIFT DIFFERENTIAL BASED ON :
DAYSHIFT-2%, AFTERNOON SHIFT-4%, NIGHTSHIFT- 7%
RESPECTIVELY OF GROUP "G"HOURLY RATE \$0.81 \$1.62 \$2.83

Salary Schedule 9

SALARY SCHEDULE –
TWICE - MONTHLY
SALARIES EFFECTIVE
09-02-01 (YY-MM-DD) subject
to verification

Salary GroupBase Hourly Rate5.07 (A,B,D)
Twice Monthly Sal. 40 Hour5.07 (G,H)
Shift Regular Twice Monthly5.07 (E)
Shift Reg
Twice Monthly5.07 (C,F)
Shift Reg
Twice

MonthlyA-352.834594.334622.505103.075213.86A-251.864509.974538.155010.285121.07A-15
0.774415.184443.364906.015016.80B-149.694321.264349.444802.694913.48B47.954169.074
197.254635.294746.08C45.963996.884025.064445.884556.67D44.623880.353908.524317.694
428.48E43.233759.473787.654184.724295.52F41.863640.333668.504053.674164.46G40.4835
20.323548.503921.664032.45H39.153404.653432.843794.433905.22I38.123315.083343.26369
5.903806.69J36.463170.723198.903537.103647.89K35.053048.103076.283402.223513.01L30.
702669.812697.982986.103096.89M23.882076.712104.882333.692444.48SHIFT
DIFFERENTIAL BASED ON : DAYSHIFT-2%, AFTERNOON SHIFT-4%, NIGHTSHIFT- 7%
RESPECTIVELY OF GROUP "G"HOURLY RATE \$0.81 \$1.62 \$2.83

APPENDIX "B" MASTER MAINTENANCE PROGRESSION NOTES

1. New Hires
 - a) When filling vacancies in skilled positions, the Company agrees to give first preference to Journeymen with an appropriate ticket.
 - b) When a non-fully qualified employee is hired, he will be classified either as Apprentice IV, which employee will be additional to the existing complement of apprentices, or in accordance with the Area Progression Notes.
2. The following table relates the various levels of the apprenticeship program to the levels of the TransAlta Energy Corporation, P.C.P.S. Maintenance Progression Charts:

JOURNEYMAN: A holder of a certificate of proficiency or certificate of qualification in his trade recognized by the Province of Alberta.

APPRENTICE IV: Completed the third year of a four-year apprenticeship program, or the second year of a three-year apprenticeship program.

APPRENTICE III: Completed the second year of a four-year apprenticeship program, or the first year of a three-year apprenticeship program.

APPRENTICE II: Completed the first year of a four-year apprenticeship program.

APPRENTICE I: An employee upon being indentured into an apprenticeship program shall be classified as an Apprentice I.

3. While every effort will be made by the Company to ensure that an employee is given the opportunity to complete his annual course work and examination prior to each twelve month point on his progression being reached, it is recognized that scheduling difficulties arising from the necessity of maintaining the efficiency of the TransAlta Energy Corporation P.C.P.S.; Maintenance Departments may result in the completion of such course work and examination at a date after the twelve (12) month period(s). In such cases of Company occasioned delays and upon successful completion of his apprenticeship for a given year, including the passing of the examination, the apprentice who, as a direct consequence is reclassified according to Note 2 above, shall receive a retroactive pay adjustment for all hours worked from the anniversary date upon which he was eligible for reclassification, pending only the successful completion of the apprenticeship examination and preceding course work.
4. a) While the Company has every desire and intention to continue the apprenticeship program indefinitely, it reserves the right to amend, alter, suspend, or cease the program or any part of it, should conditions so indicate. In such event, however, the Company would still allow all apprentices then enrolled to complete their Journeyman qualifications through the apprenticeship program. This provision does not preclude layoffs under Article XII.

- b) Notwithstanding (a) above, before the Company exercises its right to amend, alter, suspend or cease any part of the apprenticeship program, it shall only be done after consultation with the Union.
5. The Apprenticeship and Industry Training Act of Alberta shall apply in the resolution of disputes over job assignments of apprentices, if not otherwise covered by the Agreement.
 6. Consistent with Article 7.01 overtime will be in accordance with Appendix "C" Maintenance Chit System.
 7. While reserving the right, subject to legal restrictions, to utilize the abilities of Maintenance personnel as required in jobs other than their specialty, the Company recognizes the desirability of maximizing the utilization of an employee's certified skills.
 8. In selecting employees for job-related training, selection shall be based on both seniority and departmental training needs with first consideration being given to senior employees who have not previously received such training.
 9. Where qualifications and experience required for a permanent Bargaining Unit vacancy are relatively equal among two or more day, shift or continuous shift employees, the employee with the most department seniority on a different shift schedule will have the first preference to fill the vacancy.
 10. Apprentices while at school will receive their normal rate of pay and will reimburse the Company (through the payroll deduction program), with any Government Training Allowance received, excluding "Living Away" portion of allowance.
 11. All required tools will be supplied by the Company at no cost to Maintenance employee.

MAINTENANCE JOB PROGRESSION
CHART & NOTES
ELECTRONICS DEPARTMENT

- 1.** **a)** In Electronics, the Instrument Mechanic, Electrician, and Electronic Technician, Power Lineman, Refrigeration and Air Conditioning Mechanic, and, if required, Electrical Mechanic, Power System Electrician Apprenticeship Programs shall be made available. Should employees be hired in related other trades which are properly encompassed by the Electronics Progression, every effort will be made to hire only those employees qualified at the Journeyman level.

b) While preference will be given to the hiring of journeymen, in the Instrument Mechanic trade, a non-certified tradesman may be hired at the journeyman rate of pay based on his having a minimum of five (5) years experience in the trade. Such employees must subsequently qualify for an Alberta trade certificate within six (6) months.

c) A non-fully qualified employee in the Instrument Mechanic trade may be hired at the Apprentice IV, III or II level, provided he has completed at least the first year of apprenticeship. Such employee will be additional to the existing complement of apprentices.

d) For other trades encompassed by the Electronics Progression, an employee may be hired at the Apprentice II or III level when an apprenticeship contract in level II or III is cancelled or for balancing the Apprenticeship Program upon failure in the II or III level. All apprenticeship positions will be posted through the internal posting system.
- 2.** Overtime distribution, in accordance with Master Maintenance Progression Note 6, shall be within each individual area, namely; Electronics Maintenance, and Electrical Distribution (E.D.).
- 3.** Overtime shall be distributed to qualified employees in the trade, job classification and area where the overtime is required in accordance with Appendix “C” Maintenance Chit System.
- 4.** Within Electronics Maintenance, in accordance with Article 5.08(b), temporary shift vacancies shall not be filled through the application of temporary shift changes for vacancies of four days or less on a twelve (12) hour Compressed Work Week Continuous Shift Schedule.
- 5.** Before filling any permanent vacancy within the Electronics department, employees who have submitted a request for reassignment, prior to the vacancy occurring, or who have submitted a written request for a transfer to a different shift schedule and who has the greatest classification seniority may be reassigned to the area or transferred to the shift where the vacancy has occurred.
- 6.** The Master Maintenance Progression and Notes otherwise apply in full to Electronics.

MECHANICAL MAINTENANCE JOB PROGRESSION
CHART & NOTES

1. In the Mechanical Maintenance Department, the Millwright, Carpenter, Welder, Crane and Hoisting Equipment Operator, Steamfitter, Pipefitter, Refrigeration and Air Conditioning Mechanic, Painter and Decorator and any other applicable apprenticeship programs may be made available.
2. It is the recognized and continuing responsibility of every employee in the department, regardless of their particular skills, to become knowledgeable and flexible with all of the work encompassed by the Department
3.
 - a) Apprentices may be hired at Level I, II, III or IV.
 - b) All Apprenticeship positions will be posted through the Internal Posting System.
 - c) An Apprentice who withdraws from Apprenticeship will be reclassified to Labourer. The Employee's Classification Seniority will commence on the date returned to the Labourer classification. The rate of pay on reclassification will be set at the Labourers' rate of applicable to the employees' Area Seniority.
4. A Labourer will be entitled to apply for other jobs in the department in accordance with Article 11.08. In no event, should a successful applicant's pay be reduced by more than one pay classification. This provision does not apply to successful applicant's for apprenticeship positions. Apprentices will be paid as per Appendix "A" salary groups as outlined in the Collective Agreement. The one (1) year seniority clause in 11.08 shall not apply in this situation.
5. Notwithstanding Article 11.07, a portion of maintenance work will be contracted out; however, in the event of a reduction in the work force, Letter of Understanding Number 4

would apply.

6. Overtime Distribution will be in accordance with Master Maintenance Progression Note 6.
7. The Master Maintenance Progression and Notes otherwise apply in full to the department.
8. Within Mechanical Maintenance, in accordance with article 5.08(b), temporary shift vacancies shall not be filled through the application of temporary shift changes for vacancies of four days or less on a twelve (12) hour compressed work week continuous shift schedule.

POPLAR CREEK OPERATOR
SALARY AND JOB PROGRESSION CHART

Poplar Creek Operator salary and job progression from phase to phase shall be through seniority, experience, demonstrated knowledge and ability in accordance with the following:

UNIT LEADER

MAIN CONTROL ROOM
(As per Salary Chart)

TransAlta Operations				
Designation	Phase	Min. Time	Salary Functions	Group
Technician 5	5	48 mos.	Water Systems	B
Technician 4	4	36 mos.	Lead Main Plant	C
Technician 3	3	24 mos.	Cogen Operations	D
Technician 2	2	18 mos.	Main Plant	F
Technician 1	1	12 mos.	Time Only	G
Technician 1	1	6 mos.	FGD/Mat. Handling	H
		Start	Trainee	L

All time refers to Poplar Creek Operations Department Continuous Service.

Within the Operations Department there are four (4) Classifications:

- 1) Unit Leader
- 2) Main Control Room Operator

- 3) Operator
- 4) Trainee

1. a) Within the Poplar Creek Operations Department, the total complement per shift shall be as follows:

- One Unit Leader
- Seven (7) Operators

b) For training, progression, and for normal operations, the following positions will be designated on each shift:

- Unit Leader
- Main Control Room Operator
- Water Systems Operator
- Lead Main Plant Operator
- Cogen Operator
- Main Plant Operator
- FGD/Materials Handling Operator

c) While the total shift complement will be maintained in accordance with Article 11.01(e), an employee may be temporarily assigned, in accordance with Poplar Creek Operations Note 3, to other than his regular position for training purposes or as operating conditions require.

d) A Third Class Power Engineering Certificate is mandatory prior to training for or attaining MCR.

e) A Fourth Class Power Engineering Certificate is mandatory prior to attaining Phase 2 qualification.

f) Part "A" of the Fourth Class Power Engineering Certificate (ABSA), is mandatory prior to attaining a trainee position.

g) Employees will be paid an allowance for Power Engineering Certificates as per Appendix "A".

h) Employees who are qualified in the Water Treatment position will be provided the required material and reasonable training to allow them to complete the Alberta Environment Level 1 Certification within two (2) years of Water Treatment qualification.

- 2.** If a permanent vacancy occurs, the senior qualified employee shall be promoted in accordance with Article 11.01(a) and paid accordingly. Time constraints shall not be cause for denying an employee a permanent promotion.
- 3.** Day to Day shift staffing shall recognize seniority and the established sequence of job progression. The Company shall not realign employees without regard to their service, qualification and experience. Such realignment will be for shift coverage and training purposes only, with an employee normally moving to the next higher job in the Progression for which he is qualified. Employees may be moved one (1) position lower than their normal position for no more than six (6) days in a six (6) month period for

refresher training.

4. An employee when designated to cover a Poplar Creek Operator continuous shift position shall be deemed qualified in that position. However, in order to qualify for phase progression an employee must complete the experience requirements.
5. Employees will receive exposure in the phase functions to provide sufficient opportunity for them to train and qualify within the minimum time periods. Immediately following qualification, employees will receive six (6) to twelve (12) working shifts exposure time in the phase in which they have just qualified.
6. Overtime distribution will be in accordance with Appendix "C" overtime coverage.
7. A shift staffing list which indicates currently assigned positions will be posted and updated whenever changes occur. This does not prevent realignment of employees on their normal shifts for training or shift staffing.
8. The Power Engineering Program currently in place and described in a letter outside of the agreement to assist employees to obtain their Fourth, Third and Second class Power Engineers certificates will be continued in full and can be altered by management at any time for the benefit of the employees. Details of this program shall be made available to employees at their request.

Intentionally left blank

APPENDIX "C" **OVERTIME COVERAGE**

CHIT SYSTEM:

To the extent that these employees are committed and remain committed to making this system work, the Company will set aside the requirements of the standby system.

For the purposes of overtime coverage, consistent with Article 11.01(c) temporary shift vacancies will be filled in the following sequence:

- a) Realignment within the shift without overtime resulting.
- b) For the purposes of overtime coverage the following will apply provided the employee can work his next regular shift and at regular pay. Employees who volunteer for overtime on their scheduled days off will do so on a chit form at least three (3) working days prior to their scheduled days off.
 - i) Priority of chits received.
 - Firstly, to qualified employees lowest on the overtime list who have submitted chits in

accordance with (b) above

- Secondly to qualified employees lowest on the overtime list who have submitted chits not in accordance with (b) above

ii) If insufficient chits are received, qualified employees, lowest on the overtime list, may be assigned to overtime.

iii) In accordance with (b)(i) above overtime will be firstly, in the vacant function worked by an employee qualified in that function; secondly, realignment within the shift with overtime in the resulting vacant function worked by an employee qualified in that function.

c) An employee, upon returning to work, may request his supervisor to mark him refused for the hours of overtime which he could have worked had he submitted a chit.

d) All overtime lists will be reset to zero at the beginning of each calendar year.

In the case where the chit system fails to provide minimum staffing requirements, the following will apply:

The Department will post an assigned standby schedule for all Department Operators on a quarterly basis, or as changes occur.

b) The Production Manager or designate will post quarterly the minimum number and minimum qualification of persons who must be on standby. The number of persons designated to be on standby shall be reasonable in relation to the anticipated number of absences from a shift for any reason. Employees on standby must be available for contact by phone between the hours of 6:30 to 8:30 and must report for work within one and one-quarter (1-1/4) hours of notice if called.

c) Employees assigned to standby on the posted schedule will be permitted to exchange standby assignments with employees on their shift who have compatible qualifications. The Shift Supervisor must be notified of the change.

d) Notwithstanding this note, a Supervisor may refuse to place an employee on standby for safety reasons only.

e) The standby procedure may only be changed by Area Management in consultation with the Area Steward(s). It is the Company's intent that mutual agreement will be reached on these procedures.

f) Consistent with Article 11.01 (c) temporary shift vacancies will be filled in the following sequence:

i) Realignment within the shift without overtime resulting.

ii) Overtime worked by an employee assigned to standby for the group in which the vacancy originally occurs.

iii) Realignment within the shift with overtime worked by an employee assigned to standby for the next group in which the resulting vacancy occurs.

iv) Overtime in the vacant function worked by a qualified employee lowest on the overtime distribution list who has submitted a chit.

v) Should employees in (iii) and (iv) decline the overtime, then the original standby employee must report for work.

g) Employees who volunteer for overtime on any of their scheduled days off will do so on a chit form at least two (2) working days prior to their scheduled days off.

h) Employees on standby will have first opportunity for overtime consistent with their standby schedule.

APPENDIX "C"
MAINTENANCE DEPARTMENT OVERTIME COVERAGE

CHIT SYSTEM:

To the extent that these employees are committed and remain committed to making this system work, the Company will follow the following "chit" system. This chit system will replace 6.08 (a) through out the life of this agreement.

For the purpose of overtime coverage, the following will apply, provided an employee can work his next scheduled shift at regular pay:

Employees who volunteer to work overtime on their scheduled days off will place their names in the chit book in one of the following ways:

Continuous shift and Shift #1 employees submitting at least two (2) working days before their scheduled days off.

Modified Shift #4, Shift #4 and Day Shift employees submitted on or before 12:30 Wednesday.

Priority of chits received: on the overtime list who have submitted chits in accordance with (a) above.

Secondly, to qualified employees lowest on the overtime list who have submitted chits not in accordance with (a) above.

If insufficient chits are received, the low man on the overtime list will be offered the overtime assignment.

All overtime lists will be reset to zero on January 1st of each year.

An employee, upon returning to work, may request his supervisor to mark him as refused for hours of overtime which he could have worked had he submitted a chit.

Carryover work is allowed to continue as long as the hours are recorded on the overtime list. Any refused carryover work will be recorded as refused overtime on the overtime list.

For overtime of short duration that arises at the end of a normal shift, the employee, already on site, who is lowest on the overtime will be asked to work the overtime.

Although this chit system is the normal method used for overtime coverage, on rare occasions an

employee with a particular ability, who is not the lowest on the overtime chit list, may be requested to work. Such reasons will be recorded in the chit book. When additional manpower is required and an employee on his regular schedule is not available to provide support, staffing will be as per the chit system.

This agreement will be reviewed quarterly by both parties in the interest of resolving any issues that may emerge. The above chit system is for overtime coverage by employee on scheduled days off and for call outs.

APPENDIX "D"

LETTER OF UNDERSTANDING #1

Re: Banking of Overtime for employees assigned to "R" type shifts

The parties hereby mutually agree to the following terms and conditions for banking of overtime and/or statutory holidays for employees assigned to a "R" type shift.

These employees normally would not work on statutory holidays and therefore have limited opportunities to accumulate banked time.

"R" shift employees will be permitted to accumulate up to fifty-six (56) hours of banked overtime. Banking of overtime hours will be either two (2) for each hour worked or one (1) banked, one (1) paid for each hour worked.

If an "R" type shift employee is scheduled to work on the statutory holiday then he/she will have the option to bank an amount equal for all hours worked on that day.

The total amount of banked time will not exceed seventy-two (72) hours per year. If an "R" type shift employee carries over any part of the fifty-six (56) hours of banked overtime, it will be included in the following years accumulated banked time.

Employees may still carry over one hundred and eight (108) hours of banked time from year to year, but only fifty-six (56) hours of this carry over can be banked overtime hours.

Signed this ____ day of _____, 2008 A.D. in the Municipality of Wood Buffalo, Alberta

For the Union,

For the Company,

Ronald Davidovich
Chairperson
C.E.P Local 707, TransAlta Unit

Doug Kinzel
Director, Operations
TA – PCPS

APPENDIX "D"

LETTER OF UNDERSTANDING #2

Re: CEP Safety Health and Industrial Relations Training Fund

As part of the current wage settlement the Company agrees to remit an amount equal to three (3¢) per hour for each full time employee's regular hours of work to a Safety Health and Industrial Relations Training Fund of the C.E.P. on an annual basis.

The Union agrees that the sole purpose of this fund will be to provide training to its members primarily those from TransAlta Energy Corporation, P.C.P.S. in the areas specified above.

The Union further agrees that the content of the Safety and Health programs will be consistent with current Safety and Health Programs endorsed by TransAlta Energy Corporation, P.C.P.S.

The Union also agrees to furnish the Company on an annual basis, a listing of the courses to be presented to its TransAlta Energy Corporation, P.C.P.S. members at Local 707, C.E.P.

The Union agrees to provide a fund audit as requested.

The Union agrees that the Company will be invited to have input to the type and content of the training supported by this fund.

Leave of Absence will be in accordance with Article 10 of the Collective Agreement.

Signed this ____ day of _____, 2008 A.D. in the Municipality of Wood Buffalo, Alberta

For the Union,

For the Company,

Ronald Davidovich
Chairperson
C.E.P Local 707, TransAlta Unit

Doug Kinzel
Director, Operations
TA – PCPS

APPENDIX "D"

LETTER OF UNDERSTANDING #3

Re: Shift Relief

Operations employees in TransAlta Operations Department, in recognition of completing a quality shift relief (shift hand over) process, will be entitled, at their discretion, to three days off with pay, or the cash equivalent for all or part of the entitlement, per calendar year, prorated for part year rounded to the nearest month upon employment or termination. De-banking of Shift Relief Days will be in accordance with 9.06 (b), 9.06 (e) and 9.06 (g).

For example: If an employee were to start June 15th he or she would be entitled to 7 x 3 hrs of relief pay.

Signed this ____ day of _____, 2008 A.D. in the Municipality of Wood Buffalo, Alberta

For the Union,

For the Company,

Ronald Davidovich
Chairperson
C.E.P Local 707, TransAlta Unit

Doug Kinzel
Director, Operations
TA – PCPS

APPENDIX "D"

LETTER OF UNDERSTANDING #4

Re: Article 11.07 (B) Contracting Out

The company and the union are committed to increasing cost efficiency by reducing the use of contractors who are supplementing bargaining unit work. Such reduction will support future increases to the bargaining unit.

The company and the union agree to meet monthly to have a two-way discussion on the use of contractors to supplement bargaining unit work.

The intent of this discussion is to promote the following objectives:

Provide meaningful notice of the company's intent to use contractors and notice of the desired duration for the use of contractors

Assess the current use of contractors for maintenance work

To identify issues and enable union feedback on those issues that have an affect on the distribution of maintenance work and the needs of the maintenance department

Utilization of qualified term employees under LOU #6 instead of contractors

An opportunity for the parties to express and consider concerns, suggestions and questions.

Prior to layoff of journeymen and/or apprentices in a given department, the company will reduce journeymen and/or apprentices in the same trade who are employed by contractors in the same department. In a department where contractors are employed for other trades work, such contractors will be reduced prior to layoff of bargaining unit employees in that department employed in similar work.

Signed this ____ day of _____, 2008 A.D. in the Municipality of Wood Buffalo, Alberta

For the Union,

For the Company,

Ronald Davidovich
Chairperson
C.E.P Local 707, TransAlta Unit

Doug Kinzel
Director, Operations
TA – PCPS

APPENDIX "D"

LETTER OF UNDERSTANDING #5

Re: Harassment

The Company and the Union recognize the right of all employees to work in an environment free from sexual or workplace harassment and to be treated fairly and with respect in the workplace. It is the intention of the Company and the Union to provide a workplace environment that is productive and promotes both the dignity and self-esteem of all employees. This provision confirms the Company's and the Union's agreement to fully support the promotion of a harassment free workplace in a manner consistent with the Company policy. Either party to a harassment complaint, informal or formal, who is not satisfied with the result may proceed to the grievance procedure and/or the appropriate Human Rights Tribunal.

Any employee involved in a harassment complaint or investigation may request the presence of a union representative at any meetings or discussions. The company will inform employees, in advance, of their right to the presence of a union representative. When the employee requests the presence of a union representative, a scheduled meeting or discussion will, if required, be rescheduled for a reasonable time to enable a union representative to attend.

The company and the union agree to jointly assist in communicating to and educating all employees on the procedures and policies around harassment and complaints to alert employees to their rights and inform employees of the investigation procedures.

Signed this ____ day of _____, 2008 A.D. in the Municipality of Wood Buffalo, Alberta

For the Union,

For the Company,

Ronald Davidovich
Chairperson
C.E.P Local 707, TransAlta Unit

Doug Kinzel
Director, Operations
TA – PCPS

APPENDIX "D"

LETTER OF UNDERSTANDING #6

Re: Term Employee Hiring

The parties mutually agree as follows to terms and conditions for the employment of qualified personnel on a term basis during the life of this collective agreement. This memorandum forms the basis for agreements the parties may reach during the term of the collective agreement for the specific application of work including agreement as to the number of terms and the duration.

In the event there are differences between the Collective Agreement provisions and those contained in the Memorandum, this Memorandum shall apply.

First consideration for the term employment will be given to residents of the Municipality of Wood Buffalo.

The persons hired into these positions will be classified as "Term Employees". Term Employees will be offered overtime and temporary move-up only after all permanent employees have been given the opportunity.

Vacation will be administered as per the collective agreement. Benefits will be administered in accordance with Company Policy for salaried employees.

There will be no accumulation of seniority (with the exception to pay as noted below) or severance or recall rights for employees hired under this memorandum. Notwithstanding this provision, the person(s) hired will be given first consideration, after internal applicants, for any permanent vacancy that occurs in the progression for which they were hired during their employment and for six (6) calendar months following the end of the employment provided that the person applies for the vacancy and further provided that the person has a satisfactory work performance. In the event that an employee hired under this memorandum is subsequently hired into a permanent position the probation period indicated in Article 11.05 will be waived provided the employee completed 90 calendar days of from date of term hire. If the employee completed less than 90 days the probation period will be 1 day for every day they have not completed of the 90 day requirement to the maximum of the 90 days. In the event a term employee is successful in securing a permanent position in the progression for which they were hired, then seniority will apply for pay purposes only, provided that he/she meets the progression requirements of the area originally hired into.

In the event a person hired under this memorandum vacates the position for any reason before the end of the term such person may be replaced. Such decision will be by mutual agreement with the Area Steward. The terms of this memorandum would continue to apply to such replacements.

Signed this ____ day of _____, 2008 A.D. in the Municipality of Wood Buffalo, Alberta

For the Union,

Ronald Davidovich
Chairperson
C.E.P Local 707, TransAlta Unit

For the Company,

Doug Kinzel
Director, Operations
TA – PCPS

APPENDIX "D"

LETTER OF UNDERSTANDING #7

Re: Article 4.03 (a) Union Stewards

In the interest of article 1.01 (a) including promoting harmonious relations between the Company and the Employees, and promoting continuous dialogue between the Company and the Union that has mutual objective of resolving differences and the matter of concern to either party, the company agrees to increase the number of recognized Union Stewards in Article 4.03 (a) of the collective agreement to five (5) duly elected or appointed Union Stewards throughout the Plant.

This agreement will remain in effect for the term of this agreement.

Signed this ____ day of _____, 2008 A.D. in the Municipality of Wood Buffalo, Alberta

For the Union,

For the Company,

Ronald Davidovich
Chairperson
C.E.P Local 707, TransAlta Unit

Doug Kinzel
Director, Operations
TA – PCPS

APPENDIX “D”

LETTER OF UNDERSTANDING #8

Re: Specific Projects and Planned Expansion

WHEREAS, there are provisions set out in Article 11.01 (c) (ii) for specific projects and whereas there may be work associated for planned Expansion of TransAlta P.C.P.S. facilities, and

WHEREAS, some of the work will be of a nature that is appropriate to assign to Bargaining Unit employees, on a temporary or project basis, because of their particular skills or knowledge, and

WHEREAS, some of this work will be non-bargaining unit work, and

WHEREAS, the parties recognize mutual benefits to ensuring that those individuals who volunteer are able to do so without the Restrictions of either long standing perceptions or specific/ limited prohibitions contained in the collective agreement.

The parties therefore mutually agree as follows to terms and conditions with respect to temporary work associated with specific projects and planned expansion.

The Company will post a notice of any upcoming projects in order to solicit for volunteers.

Members of the bargaining unit may act as a coordinator under this memorandum and will not be subject to the hours set out in Article 11.09.

For Employees who will be working under this letter of understanding, the Company will provide

in writing to the Union the expected start and end date of the assignment.

If a need arises to increase/extend the time period, the parties will meet approximately thirty (30) days in advance of the end date to discuss a mutually agreed upon extension period.

Any overtime worked or refused by individuals over the course of the project will be recorded as per the collective agreement.

Employees will remain members of the Bargaining Unit during assignments to specific projects or planned expansion envisaged by this memorandum.

Continuous Shift employees who take an assignment under this memorandum that lasts 30 days or less will have their positions filled as a temporary vacancy. For assignments lasting in excess of 30 days, the employee's position will be filled, unless mutually agreed otherwise, through the normal procedure as though a permanent vacancy existed. At the end of the project the incumbent will be slotted back into his/her original position/pay after accounting for any turnover during the project. All others will also be returned to their respective original positions/pay.

Employees who are selected for work covered by this memorandum will be compensated consistent with where the work or schedule is different from their normal schedule. In no event will an employees wages be reduced for temporary or project assignments. Where the hours of work are reduced because the work is on a different schedule – i.e. 40 versus 42 hours per week, then the employee will receive the greater of the rate of pay for the job or their shift salary.

If employee/s within the Maintenance Departments accepts any assignment under this memorandum for greater than three (3) months, the Company and the Union will meet in a timely manor to discussion the need to back fill these positions. If it is agreed that it is necessary to fill these positions, the following procedure will take place:

Firstly, an attempt will be made to acquire qualified term employees.

Secondly, to a contractor to work within the department.

If employees within the Operations Department accept any assignment under this memorandum the company will discuss with the Union the impact of the safe and effective operation of the shift.

In the event there are differences between the collective agreement provisions and those contained in this memorandum, this memorandum will apply. All other terms and conditions of the collective agreement will continue to apply in full.

Signed this ____ day of _____, 2008 A.D. in the Municipality of Wood Buffalo, Alberta

For the Union,

Ronald Davidovich
Chairperson
C.E.P Local 707, TransAlta Unit

For the Company,

Doug Kinzel
Director, Operations
TA – PCPS

APPENDIX “D”

LETTER OF UNDERSTANDING #9

Re: Maintenance Training Committee

In 2004 the parties agreed to create a committee on joint maintenance training with a mandate to jointly work towards:

Developing a training list for each area/department with cooperation from the Training Department and with area/department input and cooperation.

Prioritize training needs by Department.

Develop categories to fairly distribute training requirements.

Provide communications and guidance to the Training Department on Program effectiveness.

Act as a conduit for volunteers for in house training.

Develop a Multi-skilling training program.

On August 1, 2006 the parties signed the written Maintenance Training Agreement as per Revision #9 dated July 18, 2006 (the Final Report). The parties now agree to continue working together in good faith for the purposes of:

Executing the August 1, 2006 agreement within the term of this collective agreement.

Improving the maintenance training program (MTP) in the Final Report, as required.

Continuing to be guided by the principles adopted in 2004 (above).

Now to move forward with execution of their continued agreement, the parties agree to jointly and individually take the following steps:

Within 45 days of date of ratification, the union and company will exchange the names and contact information for their members on the Joint Maintenance Training Committee.

Within 90 days of date of ratification, the Joint Maintenance Training Committee will reconvene its regular meetings to now:

Review the final report and guiding principles within 180 days of ratification, establish a plan with dates to:

Make the Final Report available to employees and managers.

Publish the prioritized training course lists outlined in the Final Report .

Identify/confirm the developed courses.

Identify timelines to, within the life of this agreement, develop those courses that are still undeveloped.

Enable a majority of maintenance employees to complete core training (as the original date has passed).

Continue to execute the training outlined in the Final Report.

Establish co-chairs of the joint training committee (one from the union and one from the company) who will have the authority to call a meeting of the joint training committee.

Establish the dates for future quarterly meetings for the next year (a process to be repeated every 3 meetings)

Establish the tentative agenda for the next meeting (a process to be repeated each meeting)

Create a summary document to be sent to employees and managers about the MTP (including the matrix) and reasonable timelines to complete the training.

Signed this ____ day of _____, 2008 A.D. in the Municipality of Wood Buffalo, Alberta

For the Union,

For the Company,

Ronald Davidovich
Chairperson
C.E.P Local 707, TransAlta Unit

Doug Kinzel
Director, Operations
TA – PCPS

APPENDIX “D”

LETTER OF UNDERSTANDING #10

Re: Multi-Skilling Pay,

During the 2007 negotiations, the parties discussed and committed to the continued implementation of a multi-skilling program. The following principals will apply with regards to multi-skilling pay of B1 as per Appendix “A” salary groups.

Employees hired following the implementation of the multi-skilling program will advance to B1 rate upon successful completion of the multi-skilling program or after 12 months of employment, which ever comes first.

Any employee who does not participate in and completes the multi-skilling training following implementation of this program will revert to the B rate of pay.

Signed this ____ day of _____, 2008 A.D. in the Municipality of Wood Buffalo, Alberta

For the Union,

For the Company,

Ronald Davidovich
Chairperson
C.E.P Local 707, TransAlta Unit

Doug Kinzel
Director, Operations
TA – PCPS

APPENDIX “D”

LETTER OF UNDERSTANDING #11

Re: Progression Pay,

Both the company and the Union have been reviewing the Operations Department Salary and Job Progression chart with regards to pay level increases which are presently established on the bases of time, qualifying and/or move up into the next higher position in the progression. The existing language has been used for many years but it has at times had its downfalls. Both parties agree that the guidelines should be changed to provide for an easier method to determine when pay

increases are achieved. This will create less confusion and provide greater incentive for operators to progress in a more timely fashion.

This memorandum is in no way to be used to change the intent of article 11.01.

Therefore the company and the union mutually agree that effective November the 1st 2001 @ 08:00 hrs. the following will apply for pay purposes only within the operations department.

All employees will receive pay level increases by either time or qualifying, whichever comes first.

Example:

Operators who are qualified or become qualified, but are not permanently assigned, for a Unit Leader position will receive the minimum pay level of A2.

Operators who are qualified or become qualified, but are not permanently assigned, for a Main Control Room position will receive the minimum pay level of B1.

Operators who either qualify or meet the minimum time limits set out by the operations salary and job progression chart will receive the salary group as outlined by the collective agreement.

Unless specified within this memorandum the terms of the Collective Agreement will apply in full.

Signed this ____ day of _____, 2008 A.D. in the Municipality of Wood Buffalo, Alberta

For the Union,

Ronald Davidovich
Chairperson
C.E.P Local 707, TransAlta Unit

For the Company,

Doug Kinzel
Director, Operations
TA – PCPS

APPENDIX “D”

LETTER OF UNDERSTANDING #12

Re: Permit Writer

The parties mutually agree to the following terms and conditions for one permanent day shift permit writer. This individual must be qualified at the minimum level of MCR as per the operation progression chart.

The work schedule will be “R” shift as per article 5.07 (A) with the slight change in starting and finishing times. Monday through Friday 6:45 am to 3:00 pm.

The hourly rate of pay will be as per the collective agreement, MCR level (B1). If a senior operator applies who is at the level of Unit Leader his/her rate will be maintained.

When filling the initial position or a permanent vacancy, the senior qualified operator who applies will be granted the position.

The company will provide return transportation, as this modified work schedule does not fall in

line with regular plant busing schedules.

Vacation scheduling will be in accordance to the collective agreement. The permit writer will fall under group one. Example: MCR/Unit Leader.

Unless specified within this memorandum the complete terms and conditions of the collective agreement will apply in full.

Signed this ____ day of _____, 2008 A.D. in the Municipality of Wood Buffalo, Alberta

For the Union,

For the Company,

Ronald Davidovich
Chairperson
C.E.P Local 707, TransAlta Unit

Doug Kinzel
Director, Operations
TA – PCPS

APPENDIX “D”

LETTER OF UNDERSTANDING #13

Re: Water Treatment Plant Staffing

The company recognizes the need to optimize the operation of the Water Treatment Plant. Accordingly, the company will staff two operators in the Water Treatment Position on I, J, K and L shifts.

For the term of this collective agreement, the second operator (night shift) will not be a designated position for staffing purposes and the company reserves the right to not fill the position from time to time as plant requirements and staff availability dictate.

In the event there are differences between the collective agreement provisions and those contained in this memorandum, this memorandum will apply.

Signed this ____ day of _____, 2008 A.D. in the Municipality of Wood Buffalo, Alberta

For the Union,

For the Company,

Ronald Davidovich
Chairperson
C.E.P Local 707, TransAlta Unit

Doug Kinzel
Director, Operations
TA – PCPS

APPENDIX “D”

LETTER OF UNDERSTANDING #14

Re: CO-OP Students

The parties mutually agree to terms and conditions for the CO-OP Power Engineering program. In the event there are differences between the Collective Agreement provisions and those contained in this memorandum, this memorandum shall apply.

It is both parties intent to support community initiatives and create continual learning opportunities. The persons hired into these positions will be classified as "Student" for the application of the collective agreement.

Vacation entitlement will be in accordance with Collective Agreement provisions. There will be no accumulation of seniority, no severance or recall rights for employees hired under this memorandum.

During the CO-OP Power Engineering duration, TransAlta Energy Corporation, P.C.P.S., at its discretion, will offer permanent employment to CO-OP students, after posting the CO-OP candidates equivalent qualifications.

Power Engineering CO-OP students may assist the Operating Area Technicians in their respective area duties, but under no circumstances can a CO-OP student be without direct supervision of the Area Technician while performing these duties.

The persons hired under this memorandum will be paid \$21.25 per hour (M Rate) as of February 1, 2007.

Either party by sixty, (60) days written notice to the other may cancel this memorandum. It is expected that either party considering notice to cancel will first discuss the issue, giving rise for concern with the other. Present CO-OP students may complete their duration of their term.

Signed this ____ day of _____, 2008 A.D. in the Municipality of Wood Buffalo, Alberta

For the Union,

For the Company,

Ronald Davidovich
Chairperson
C.E.P Local 707, TransAlta Unit

Doug Kinzel
Director, Operations
TA – PCPS

APPENDIX "D"

LETTER OF UNDERSTANDING #15

Re: Apprenticeships Committee

In 2004 the parties agreed to create an apprenticeship committee with a mandate to jointly work towards the following 3 principles:

The apprenticeship program will address the three (3) distinct areas of apprenticeships which include employees new to the company and trade, current employees changing careers, and current employees developing a second trade.

The apprenticeship program will be of value to the company, meet the company's long-term needs and will also be of benefit to the growth and development to the employee.

Both parties agree and support community initiatives that provide on the job training for the youth working towards trades programs, with this in mind the parties agree to discuss commitments to the RAP and/or COOP trades programs.

The parties now agree to continue working together in good faith for the purposes of:

Monitoring the company's apprenticeship process.

Executing the apprenticeship process.

Improving the apprenticeship process, as required.

Continuing to be guided by the principles adopted in 2004 (above).

Now to move forward with execution of their continued agreement, the parties agree to jointly and individually take the following steps:

Within 45 days of date of ratification, the union and company will exchange the names and contact information for their members on the joint apprenticeship committee.

Within 90 days of date of ratification, the joint apprenticeship committee will reconvene its regular quarterly meetings to:

Review the company's most current Apprenticeship document; collective agreement language and guiding principles.

Execute the apprenticeship process outlined in the Company Apprenticeship Program Enhancements.

Discuss items of concern or questions that may be submitted to the committee.

Establish co-chairs of the joint apprenticeship committee (one from the union and one from the company). The Union Co-Chair can request a meeting be called to address apprenticeship concerns.

Establish the dates for future quarterly meetings for the next year (a process to be repeated every 3 meetings).

Establish the tentative agenda for the next meeting (a process to be repeated each meeting).

Create a summary document to be sent to employees and managers about the apprenticeship process.

Signed this ____ day of _____, 2008 A.D. in the Municipality of Wood Buffalo, Alberta

For the Union,

For the Company,

Ronald Davidovich

Doug Kinzel

Chairperson
C.E.P Local 707, TransAlta Unit

Director, Operations
TA – PCPS

APPENDIX “D”

LETTER OF UNDERSTANDING #16

Re: Maintenance Event Scheduling.

The purpose of this letter is to provide cost effective, productive, and consistent resource scheduling for maintenance events lasting in excess of 8 days duration (Non Turnaround or Project). This LOU applies for both maintenance as well as operational staff. This LOU does not replace LOU #8 or Article 5.09 (Turnaround Language).

The Company and the Union recognize the value of having employees participating in maintenance events lasting in excess of 8 days. To assist the company in giving first considerations to employees for these events both parties mutually agree as follows to terms and conditions with respect to these temporary work assignments:

The company will solicit for volunteers by posting on union bulletin boards, an outage schedule and the required manning for upcoming maintenance events at least 30 days before the event. Within the maintenance department, normal assignment will be based on lowest overtime hours within the trade and/or job classification.

Within the operations department volunteer operators must be qualified in the affected area and normal assignments will be based on lowest on the overtime list.

Although normal assignments will be based on lowest overtime hours, on rare occasions an employee with a particular ability, who is not the lowest on the overtime list, may be assigned. Such reasons will be discussed with area stewards.

To ensure that regular non outage work is not jeopardized, both parties recognize that there is a requirement to ensure that sufficient base plant manning is available. Accordingly assignments will be based upon total plant requirements.

For employees who will be working under this letter of understanding, the company will provide to the employee, with a courtesy copy to the union, the expected start and end dates of the assignment.

After the start of the maintenance event, any additional staffing requirements that take place outside of normal hours will be as per the Chit System.

Employees selected must be committed to work the posted schedule until the event is completed.

All overtime hours worked or refused will be recorded as per the collective agreement.

Employees assigned to maintenance events will be exempt from putting in overtime chits until the official end date of the maintenance event.

Both parties recognize that the company is required to provide operations department coverage as per 11.01 (e) and there is no obligation to cover vacancies related to maintenance employees assigned to continuous shift. It is also recognized that there may be needs from time to time to provide this coverage.

In recognition of opportunities provided to employees normally working on continuous shift

schedules:

Any operations shift coverage requirements in excess of 30 days related to company needs will be handled as though a permanent vacancy exists. At the end of the maintenance event, the affected employees will be returned to his/her original positions.

For volunteers selected under this agreement, payments under Article 6.06 will not apply.

Employee compensation:

Employees who are selected for work covered by this letter of understanding will be compensated consistent with where the work or schedule is different from their normal schedule. In no event will an employee's wages be reduced for temporary assignments under this LOU. (ex. Employees normally averaging 40hr work weeks will be paid 40hrs straight time whether they work a day or night shift. Any hours outside of these average hours will be compensated at OT rates.).

Employees assigned to nights will receive the appropriate evening and/or night shift differentials.

Signed this ____ day of _____, 2008 A.D. in the Municipality of Wood Buffalo, Alberta

For the Union,

For the Company,

Ronald Davidovich
Chairperson
C.E.P Local 707, TransAlta Unit

Doug Kinzel
Director, Operations
TA – PCPS

APPENDIX "D"

LETTER OF UNDERSTANDING #17

Re: Labourer/Lube Specialist Trial

The parties mutually agree to the following terms, conditions and guidelines that are contained in this document.

During the 2007 Negotiations, both parties recognize the need to build more consistency in the lubrication duties within the labourer classification and reduce the turnover of staff filling this role. (eg. Labourers with lubrication training transferring to operations or other positions). In an effort to reduce this turnover both parties agreed that the following would be implemented as a trial for the life of the Collective Bargaining term.

Measure: Turnover of staff in role over the life of the agreement.

This LOU does not restrict the company's ability to assign Lubrication work to a competent Journeyman.

The lubrication duties will be offered to the most senior Labourer who volunteers. In the event no-one volunteers, duties will be assigned to the most junior labourer or a competent journeyman.

Training will be provided to the individual assigned lubrication duties and to additional labourers

who may be assigned. (Example: Vacation coverage, approved leaves of absence, illness or injury)

The senior volunteer is required to provide 60 days notice of intent to return to standard labourer duties.

The company will provide 60 days notice of its intent to replace the incumbent for business reasons.

The role will be performed under current labourer work schedules and changes will be as per the collective agreement.

The Lube Specialist/Labourer will continue to be part of the Labourers overtime distribution list. They will continue to follow collective agreement overtime distribution methods. There may be rare occasions as deemed by Management to have this individual conduct Lube Specialist work over and above their normal schedule work week. This will be the exception rather than the norm. The pay allowance while performing the lubrication duties will be set at the "E" rate and progress to the "D" rate after twelve (12) continuous months in the lubrication assigned duties. (Measured from sign-off form at start from Supervisor and Employee)

The parties further agree that the Lube Specialist/Labourer while performing overtime work as a Labourer will revert back to the Labourer rates as set by the collective agreement.

Labourers who cover the lubrication duties during an absence of the Lube Specialist will be paid an allowance at the "E" rate of pay while they are performing the role. They will revert back to their normal rate of pay once they move back to their original role.

The incumbent employee performing these duties on the date of ratification will be paid at E Rate from February 1, 2007 and at D Rate from August 1, 2007.

Unless specified within this memorandum the terms of the Collective agreement will apply in full.

Signed this ____ day of _____, 2008 A.D. in the Municipality of Wood Buffalo, Alberta

For the Union,

For the Company,

Ronald Davidovich
Chairperson
C.E.P Local 707, TransAlta Unit

Doug Kinzel
Director, Operations
TA – PCPS

APPENDIX "D"

LETTER OF UNDERSTANDING #18

Re: President Schedule

Upon request of the Local President in writing, the parties mutually agree to the following

terms and conditions:

The President will work an agreed recognized day shift schedule under article 5.07.

The President will be entitled to return to his/her original work schedule and shift letter when his/her term as President is complete.

The President will be entitled to work overtime on scheduled days off within his/her own department.

The President's primary job duties may continue to be those duties performed under their pre-schedule change.

Requests for union business will continue to follow Article 4.03.

The President will continue to receive wages, shift differentials and built in overtime premiums as per their original schedule.

This letter of understanding expires with the term of the collective agreement.

Signed this ____ day of _____, 2008 A.D. in the Municipality of Wood Buffalo, Alberta

For the Union,

For the Company,

Ronald Davidovich
Chairperson
C.E.P Local 707, TransAlta Unit

Doug Kinzel
Director, Operations
TA – PCPS

APPENDIX "D"

LETTER OF UNDERSTANDING #19

Re: Joint Union Management Meetings

It is in the interests of both parties to ensure that Joint Union Management meetings are meaningful and productive and both commit to making reasonable efforts to improve union management relations during this collective agreement.

To demonstrate this commitment, the parties agree to work with a facilitator who will be charged with working with the parties to develop a structure for future meetings and a plan to enhance communications surrounding the meetings. The parties also agree:

Within 60 days of the date of ratification, the parties will select a mutually agreeable facilitator. The Company will engage the facilitator on behalf of the parties and will pay up to three months of the facilitator's fees.

Signed this ____ day of _____, 2008 A.D. in the Municipality of Wood Buffalo, Alberta

For the Union,

For the Company,

Ronald Davidovich
Chairperson
C.E.P Local 707, TransAlta Unit

Doug Kinzel
Director, Operations
TA – PCPS

APPENDIX "D"

LETTER OF UNDERSTANDING #20

Re: Operations Training Advisory Committee

The parties agree to create a committee on Power Engineering and Phase Progression training with a mandate to jointly work towards:

- Executing the power engineering training program from ABSA as contemplated in the collective agreement and the company's Assistance for Power Engineering Studies.
- Provide communication and input to a training plan for each phase of the progression including materials, timelines, scheduling and industry best practices.
- Providing communications and input to the Training Department on program effectiveness.

Now to move forward with execution of their agreement, the parties agree to jointly and individually take the following steps:

- Within 45 days of date of ratification, the union and company will exchange the names and contact information for their members on the Operations Training Advisory Committee.
- Within 90 days of date of ratification, the Operations Training Advisory Committee will convene regular meetings to now:
 - Review the guiding principles
 - Establish a plan with dates to:
 - Make the program known and available to employees and managers.
 - Continue to execute the training and support outlined
 - Establish co-chairs of the committee (one from the union and one from the company) who will have the authority to call a meeting of the committee.
 - Establish the dates for future quarterly meetings for the next year (a process to be repeated every 3 meetings)
 - Establish the tentative agenda for the next meeting (a process to be repeated each meeting)
 - Create a summary document to be sent to employees and managers about the training program and available support.

Signed this ____ day of _____, 2008 A.D. in the Municipality of Wood Buffalo, Alberta

For the Union,

For the Company,

Ronald Davidovich
Chairperson
C.E.P Local 707, TransAlta Unit

Doug Kinzel
Director, Operations
TA – PCPS

APPENDIX "E"

2007 SHIFT SCHEDULE

I-2, J-2, K-2, L-2

JAN2345678910111213141516171819202122232425262728293031**FEB**23456789101112
13141516171819202122232425262728**MAR**2345678910111213141516171819202122232
425262728293031**APR**23456789101112131415161718192021222324252627282930**MAY**2
345678910111213141516171819202122232425262728293031**JUN**2345678910111213141
5161718192021222324252627282930**JUL**234567891011121314151617181920212223242
5262728293031**AUG**2345678910111213141516171819202122232425262728293031**SEP**2
3456789101112131415161718192021222324252627282930**OCT**23456789101112131415
16171819202122232425262728293031**NOV**2345678910111213141516171819202122232
4252627282930**DEC**2345678910111213141516171819202122232425262728293031K-2L-
2L-2L-2I-2I-2I-2J-2J-2J-2K-2K-2J-2K-2K-2L-2L-2I-2I-2I-2J-2J-2

2008 SHIFT SCHEDULE

I-2, J-2, K-2, L-2

JAN2345678910111213141516171819202122232425262728293031**FEB**23456789101112
1314151617181920212223242526272829**MAR**23456789101112131415161718192021222
32425262728293031**APR**23456789101112131415161718192021222324252627282930**MA**
Y2345678910111213141516171819202122232425262728293031**JUN**2345678910111213
1415161718192021222324252627282930**JUL**234567891011121314151617181920212223
2425262728293031**AUG**2345678910111213141516171819202122232425262728293031**S**
EP23456789101112131415161718192021222324252627282930**OCT**23456789101112131
41516171819202122232425262728293031**NOV**2345678910111213141516171819202122
2324252627282930**DEC**2345678910111213141516171819202122232425262728293031I-
2I-2J-2J-2J-2K-2K-2K-2L-2L-2L-2I-2I-2I-2J-2J-2J-2K-2K-2K-2L-2

2009 SHIFT SCHEDULE

I-2, J-2, K-2, L-2

JAN2345678910111213141516171819202122232425262728293031**FEB**23456789101112
13141516171819202122232425262728**MAR**2345678910111213141516171819202122232
425262728293031**APR**23456789101112131415161718192021222324252627282930**MAY**2
345678910111213141516171819202122232425262728293031**JUN**2345678910111213141
5161718192021222324252627282930**JUL**234567891011121314151617181920212223242
5262728293031**AUG**2345678910111213141516171819202122232425262728293031**SEP**2
3456789101112131415161718192021222324252627282930**OCT**23456789101112131415
16171819202122232425262728293031**NOV**2345678910111213141516171819202122232
4252627282930**DEC**2345678910111213141516171819202122232425262728293031K-2K-
2L-2L-2L-2I-2I-2I-2J-2J-2J-2K-2K-2K-2L-2L-2L-2I-2I-2I-2J-2J-2J-2

2010 SHIFT SCHEDULE

I-2, J-2, K-2, L-2

JAN2345678910111213141516171819202122232425262728293031**FEB**2345678910111213
141516171819202122232425262728**MAR**23456789101112131415161718192021222324252
62728293031**APR**23456789101112131415161718192021222324252627282930**MAY**234567
8910111213141516171819202122232425262728293031**JUN**2345678910111213141516171
8192021222324252627282930**JUL**2345678910111213141516171819202122232425262728
293031**AUG**2345678910111213141516171819202122232425262728293031**SEP**234567891
01112131415161718192021222324252627282930**OCT**234567891011121314151617181920
2122232425262728293031**NOV**2345678910111213141516171819202122232425262728293
0**DEC**2345678910111213141516171819202122232425262728293031I-2I-2I-2J-2J-2J-2K-2K-2
K-2L-2L-2L-2L-2L-2I-2I-2I-2J-2J-2J-2K-2K-2K-2

2007 SHIFT SCHEDULE

E-7, E-8, P-8, P-9
DAY OF

78910111213141516171819202122232425262728293031 E-1E-1E-1E-1E-2E-2E-2E-1E-
1E-1E-1E-2E-2E-2E-2

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JOURNEYMAN

APPRENTICE III

APPRENTICE IV

JOURNEYMAN

APPRENTICE I

APPRENTICE II

APPRENTICE III

APPRENTICE IV

APPRENTICE I

APPRENTICE II

LABOURER