

MEMORANDUM OF AGREEMENT

between

Capital Power Corporation

(hereinafter referred to as the "Company")

Of the First Part

- and -

Civic Service Union 52

(hereinafter referred to as the "Union")

Of the Second Part

The undersigned agree to recommend to their principals the attached amendments for inclusion/deletion in the Collective Agreement between the parties. It is understood that the parties agree to exchange ratification by the end of the day on Thursday August 11th, 2011.

The non-acceptance of the contents of this Memorandum by either of the said principals shall nullify the positions established herein.

The contents of this Memorandum, if ratified by the principals, shall become effective the date of ratification unless specified otherwise.

SIGNED this 14th day of July A.D. 2011

CIVIC SERVICE UNION 52

CAPITAL POWER CORPORATION

Tamara Chivers
Tamara Chivers

Kathleen (Kathy) Beck
Kathleen (Kathy) Beck

Audrey Tosh
Audrey Tosh

Lee Morrison
Lee Morrison

Jarlet Letawskie
Jarlet Letawskie

Brent Martens
Brent Martens

Kevin Parry
Kevin Parry

Susan Manning
Susan Manning

Roberta MacLeod
WITNESSED BY:

Jeffrey Vaasjo
Jeffrey Vaasjo

Capital Power Corporation

and

Civic Service Union 52

Memorandum of Agreement

A. Term: The parties have agreed to a one (1) year term for 2011.

Agreed to revise Article 1.0 – Amendment and Termination as follows :-

1. Amendment and Termination

* The duration of this Agreement shall be effective from ~~July 22, 2007 to December 25, 2010~~ August 14th, 2011 to December 17th, 2011.

This agreement shall take effect on the above-specified date and shall continue in force and effect beyond the expiration date from year to year thereafter unless notification of desire to amend the agreement is given in writing by either party to the other not more than one hundred and twenty (120) days nor less than sixty (60) days prior to the expiration date. If amendment is desired the contents of the amendment shall be transmitted to the other party within the time limit set out above and the existing agreement shall remain in force in accordance with the provisions of the Labour Relations Code. Changes in this agreement agreed upon by the parties hereto, however, may be made at any time, provided that such changes are properly reduced to writing and executed by the signing officers of the parties to the agreement.

B. Wages :

The parties have agreed to a general wage increase of three percent (3%) for 2011.

Agreed to revise Collective Agreement Appendices Language as follows :-

Appendices

**

Schedule of Wages – Annual General Wage Increases

The parties agree to a one (1) year term with the following General Wage Increase:

2011 – effective December 19th, 2010 to December 17th, 2011 – 3.00%

Please see separate Appendix document at the end of this Memorandum of Agreement containing the following :-

Appendix I – Hourly Rates - 2010 and 2011

and

Appendix I A – Student and Summer Employment Programs – Hourly Rates – 2010 and 2011

Agreed to revise Collective Agreement Language as follows :-

7.02. Retroactive Pay

- 7.02.01. Employees coming within the scope of this agreement shall be eligible for any negotiated retroactive payment of wages.
- 7.02.02. Past employees who were employed between the expiration date of the previous agreement and the date of signing of this agreement shall be eligible for any negotiated retroactive payment of wages provided they apply for same in writing within thirty (30) calendar days of the signing of this agreement date of ratification of the agreement (August 11th, 2011)

7.02.03. Past employees who were retired from the service between the expiration date of the previous agreement and the date of the signing of this agreement shall automatically receive the retroactivity provided by Clause 7.02.01.

7.03. Implementation of Negotiated Increase

*

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

C. Language Changes and New Items :

Agreed to revise Article 19. – Pensions Language as follows :-

19. Pensions

* ~~Permanent employees, with the exception of the Calgary Contact Centre, shall be members of the Local Authorities Pension Plan in accordance with the provisions of said plan.~~

*****DELETE EXISTING LANGUAGE ABOVE AND REPLACE WITH THE FOLLOWING LANGUAGE :-**

Permanent EPCOR employees who were transferred to Capital Power Corporation on July 1st 2009, who were active participants in the Local Authorities Pension Plan (LAPP) prior to the date of transfer, shall continue to be members of the Local Authorities Pension Plan (LAPP) in accordance with the provisions of said plan.

Permanent EPCOR employees who were transferred to Capital Power Corporation on July 1st 2009, who were active participants in the Defined Contribution (DC) component of the EPCOR Utilities Pension Plan prior to the date of transfer, shall participate in the Defined Contribution (DC) component of the Capital Power Corporation Pension Plan in accordance with the provisions of said plan.

All permanent employees hired after July 01st, 2009 shall participate in the Defined Contribution component of the Capital Power Corporation Pension Plan in accordance with the provisions of said plan, which will remain in effect for the term of the Collective Agreement.

It is understood on a go forward basis, that any CPC CSU 52 employee who is a member of LAPP and terminates their employment with CPC and is subsequently re-hired by CPC, shall participate in the Capital Power Defined Contribution (DC) Plan.

Agreed to add the following NEW Letters of Understanding to the Collective Agreement and the following commitments about some existing Letters of Understanding as follows :-

NEW Letter #?? – Company Site Premium Program - Genesee Generation Facility

*

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

The Program:

- The Genesee Site Premium Program ("GSP") is an extension of Company policy that will see all eligible Company employees receive a bi-weekly lump sum payment of five hundred dollars (\$500.00) per bi-weekly pay period.
- This payment is not part of an employee's compensation.
- The GSP may be modified or cancelled at the Company's sole discretion. If the GSP is to be modified or cancelled the Company will advise the Union. of such action.
- The GSP is taxable.
- Eligible employees will receive the GSP while on vacation, using banked time or are accessing Short Term Disability for two (2) weeks or less.
- Employees will not receive the GSP if they are on Short Term Disability longer than two (2) weeks, Long Term Disability, Maternity Leave or Unpaid Leave of Absence.

Eligibility:

- The GSP program is applicable to all permanent and temporary full-time Company employees assigned to work out of Genesee as their home site / work location.
- Employees who are hired into temporary full-time positions, RAP or Co-Op student employment positions at the Genesee Generating facility will also be eligible for the GSP program.
- There is no pro-ration of the GSP.
- Final approval for eligibility rests with the Company's Genesee Plant Manager.

NEW Letter #?? – Genesee Generation Facility – Issues Related to Shutdown

The Company and the Union agree to meet during the term of this agreement to review and discuss any issues or concerns of mutual interest, related to CSU 52 employees engaged in work during plant shutdowns :

Some of the topics to discuss are as follows :

- Scheduling of CSU 52 employees for plant shutdowns,
- Emergency call-outs of CSU 52 employees during plant shutdowns
- Pay codes related to hours worked by CSU 52 employees during plant shut downs,
- Travel associated with plant shutdowns for both Genesee based employees and other CPC / CSU 52 employees required to work during plant shutdowns. This will include review and discussion of Article 17 – Reporting for Duty.

Through the course of meetings and discussion the parties may agree to other topics of mutual interest related to CSU 52 employees engaged in work during plant shutdowns.

Letter XV – Engineering & Business Co-op Students

*

1. The parties agree that students enrolled in the Business and Engineering Co-op programs offered through the Universities or other post secondary institutions who perform work that would normally fall within the jurisdiction of the Union, may be hired by the Company.
2. ~~Effective the date of ratification, all of 2006-2007 Co-op students will be eligible to receive a general wage increase of four and three quarter (4.75) percent retroactive to their date of hire, or December 24, 2006, which ever is most applicable, based on their regular earnings.~~
3. Effective December 24, 2006 The Engineering & Business Co-op Students wage rates will be as outlined in Appendix 1B-A.

Existing L of U # VII – Positions Within Public & Government Affairs – Flexible Hours of Work and L of U # XVI - EPCOR Finance Professional Development Program

The Parties agree to review and update both of these Letters of Understanding, during the term of the agreement, to ensure that they accurately reflect the CPC organization and business.

Letter VII – Positions Within Public & Government Affairs – Flexible Hours of Work (Renew)

*

Further to Letter of Understanding #1 Flexible Hours of Work Program, the parties have agreed to a flexible hours of work program for selected positions in ~~EPCOR~~ CAPITAL POWER Public & Government Affairs.

The general guiding principles and understandings for this hours of work program are as follows:

1. This flexible and variable hours of work program is an operational requirement for *selected* positions and therefore cannot be terminated by the employees by serving notice to the Company.
2. The posting(s) for these *selected* positions *will* clearly indicate the operational requirement for an ongoing flexible and variable hours of work program. Successful applicants to these positions *will* clearly *be* advised of this requirement for service.
3. It is expected that the nature of the work for these *selected* positions will require evening and weekend work. In order to meet these operational requirements these employees' hours of work schedules will need to be flexed or varied within a *four (4) month (eight (8) pay period) timeframe* to meet the operational / service requirements of these jobs.
4. These employees shall be in eight (8) hour per day, and eighty (80) hour bi-weekly positions. Such change of hours of work for these employees shall not exceed ten (10) hours per day or eighty (80) hours per pay period. If the requirement of service for these employees *is* to work greater than ten (10) hours per day and/or greater than eighty (80) hours per pay period, then these employees shall be granted a number of hours off duty, with pay, during regular working hours, equivalent to two (2) times the number of such hours worked in excess of ten (10) hours per day and/or eighty (80) hours bi-weekly. In these situations, the employee would require prior approval from their management supervisor prior to working the overtime. Additionally, it is understood that when

overtime is anticipated in a bi-weekly pay period the employee and the manager will first try to flex or vary that employee's schedule to include the off duty hours earned due to overtime *within the four (4) month period*. If this cannot be accommodated due to other job specific requirements for service during normal operating hours then the overtime earned shall be paid to the employee or banked through the payroll system based on the approval of the Management Supervisor. Time that is banked in the payroll system will be subject to the terms and conditions outlined in the current Collective Agreement between the parties under Article 6.03.

5. The Company shall provide a minimum of twenty-four (24) hours notice to such employees if there is an emergent requirement to change these employees normal / regular hours of work.
6. For the purposes of any absence from work such as Vacation, Stat Holidays or illness (STD/LTD) these days will be considered eight (8) hours per day.
7. *Where variable hours of work are established for selected positions*, the Management Supervisors for these positions will meet with these employees and establish the regular hours of work schedule for these employees and inform the Union and Human Resources regarding the outcome of these discussions. It is further understood, that there may be a possibility of establishing a compressed hours of work schedule (four [4] days per week at ten [10] hours per day each) for all or some of these up to six (6) employees as their regular hours of work. This will be at the discretion of the Management Supervisors following discussions with these up to six (6) employees.
8. *It is further understood, that there may be a possibility of establishing a compressed hours of work schedule (four [4] days per week at ten [10] hours per day each) for all or some of these employees as their regular hours of work. This will be at the discretion of the Management Supervisors following discussions with the employees*
9. *The parties are also aware of the Employment Standards requirements with respect to the following:*
 - *Employees will not work greater than twelve (12) consecutive hours in one work day,*
 - *Employees will receive the appropriate days of rest after consecutive days of work as outlined in Division 3 – Item 19 of the Employment Standards Code.*

XVI - EPCOR Finance Professional Development Program – Hard Copy Attached

LETTER OF UNDERSTANDING

between

EPCOR UTILITIES INC.

(hereinafter referred to as the "Company")

Of the First Part

- and -

Civic Service Union 52

(hereinafter referred to as the "Union")

Of the Second Part

During the term of the current 2007 – 2010 Collective Agreement between the parties, the undersigned agree that the following terms and conditions shall apply to the Professional Development Program for finance and accounting for bargaining unit employees. This program will be called the EPCOR Finance Professional Development Program.

Letter XVI - EPCOR Finance Professional Development Program

The parties agree that students or existing EPCOR employees hired into the EPCOR Finance Professional Development Program (the Program) will be subject to the following terms, conditions and understandings related to the creation of this program:

- 1). Applicants considered for the Program include both external and internal candidates.
- 2). Applicants may be hired into the Program at various times throughout the year.
- 3). Applicants will be hired as full time permanent employees, who will become members of CSU 52 and pay dues accordingly.
- 4). Opportunities available in this Program will be posted as eight (8) hour positions with the job title "Accounting Analyst". Postings will be in accordance with the current collective agreement. It is understood that the Company will contact the Union to advise them of the number of individuals required for the program. The job posting(s) will outline the required qualifications, skills, job requirements and typical job duties or work rotations. Offers of employment will be made based on the outcomes of the interview and selection process, which may include a test.
- 5). The same selection criteria will be used for internal and external applicants.
- 6). The term of the Program will be three (3) years, unless altered by the Company. The Union will be advised of any alteration to the plan.

- 7). Work rotations within the Program will be determined by the Program Administrator and will vary in work location and level and complexity of the work. These work rotations do not need to be posted and will be available only to the successful applicants within this Program. Placement of successful applicants into these work rotations will be determined by the Program Administrator.
- 8). There will be two (2) methods applied regarding salary treatment for successful external and internal applicants.

Method 1: External applicants will be hired into the existing T1 salary range as per Appendix 1 of the current Collective Agreement. They will progress through the pay range as indicated in the progression section of the salary grid below.

PROGRESSION	T1A Months	T1B Months	T1C Months	T1D Months	T1E Months	T1B Months
2008 Hourly Rate	\$25.23	\$26.37	\$27.55	\$28.79	\$30.09	\$31.70
2008 Annual Salary	\$52,478.40	\$54,849.60	\$57,304.00	\$59,883.20	\$62,587.20	\$65,936.00
2009 Hourly Rate	\$26.55	\$27.75	\$29.00	\$30.30	\$31.67	\$33.36
2009 Annual Salary	\$55,224.00	\$57,720.00	\$60,320.00	\$63,024.00	\$65,873.60	\$69,388.80
2010 Hourly Rate	\$27.94	\$29.21	\$30.52	\$31.89	\$33.33	\$35.11
2010 Annual Salary	\$58,115.20	\$60,756.80	\$63,481.60	\$66,331.20	\$69,326.40	\$73,028.80

Method 2 : Internal applicants will remain in their current salary range and progress based on six (6) month increments unless their salary range is below the T1 range. If Internal applicants are entering this Program and they are currently in a position within the A Stream, they will be placed in the T1 range as outlined above and progress through the range in accordance with the timeframes outlined.

In the rare instance that a successful Internal applicant is entering this Program and they are currently earning a rate of pay at the T2C level or higher, the parties agree to meet and review the specific circumstances. At the meeting a determination will be made regarding the salary treatment and progression for that applicant.

It is understood that successful internal and external applicants who participate in this Program for the full three (3) years will be eligible to transition from the Program to a permanent position through application on postings. If a position is not available at the end of their three (3) year Program, applicants will remain on the pay range for this Program.

- 9). There will be a trial period of six (6) months for internal applicants to revert, or be reverted, to their previously held position or a position at the same salary level as the job they occupied prior to joining the Program. The Company may extend this trial period an additional three (3) months provided appropriate documentation is provided to the employee and the Union outlining the issues.
- 10). External applicants will have a six (6) month probationary period, with the possibility of an extension of an additional three (3) months. Appropriate documentation must be provided to the employee and the Union before the expiry of the probationary period.
- 11). All other terms and conditions of the current Collective Agreement shall remain in effect and will be applicable to successful Program applicants.
- 12). In light of the fact that this is a new Professional Development Program, the parties agree to meet as required to address any issues that may arise and / or at least once at the end of the first (1st) year of this Program. The purpose of the meeting would be to review and discuss the program and make any mutually agreed to revisions to this Letter of Understanding.

Signed this 22nd day of July, A.D. 2008

Civic Service Union 52

Tamara Chivers
 Tamara Chivers

EPCOR Utilities Inc.

Kathleen Beck
 Kathleen Beck

Lana Burnstad
 Lana Burnstad

Len Samletzki
 Len Samletzki

Lauren den Heyer
 Lauren den Heyer

A MacLeod
 Witnessed By

D. Addenda's :

Agreed to revise Addendum Language in Collective Agreement as follow:- Delete Addendum I, II and IV and re-number remaining for 2011 CBA.

Civic Service Union 52

Addendum to the Collective Agreement

The Following Addenda's to the ~~2007 - 2010~~ 2011 Collective Agreement are Individual Addenda but are Grouped Together for Signing Purposes Only

Addenda:

Addendum I:	Compressed Hours of Work Program - EPCOR Water Services Inc. - Water Trouble Dispatch (Public Service Representatives)
<u>DELETED</u>	
Addendum II:	Compressed Hours of Work Program - EPCOR Distribution & Transmission Inc. - Public Service Representatives (12 Hour Shifts)
<u>DELETED</u>	
Addendum III:	Compressed Hours of Work
Addendum IV	Provisions Applicable to Service Consultants (Previous Class Code 0155)
<u>DELETED</u>	
Addendum V	Jurisdictional Allocations

E. Letters of Understanding :

Agreed to revise Letters of Understanding in Collective Agreement as follow:- Delete L of U's and re-number remaining for 2011 CBA.

Letters of Understanding

Civic Service Union 52

The Following Groups of Letters of Understanding to the 2007—2010— 2011 Collective Agreement are Individual Letters but are Grouped Together for Signing Purposes Only.

- I. Flexible Hours of Work
 - II. Work Experience Programs
 - III. Summer and Temporary Employment Rates of Pay
 - ~~IV. Scope (DELETED)~~
 - V. Out of Town – Travel & Expenses
 - VI. Out of Town Work – External Contracts
 - VII. Positions Within Public & Government Affairs – Flexible and Variable Hours of Work
 - ~~VIII. Lump Sum Payments for Employees Red Circled as a Result of HAY Implementation (DELETED)~~
 - IX. Posting and Filling of Vacancies – Applies Only to IT Positions (**New)
 - X. Short-Term Incentive Pay Program (**New)
 - XI. Wind-up of Former Income Replacement Plan – Applies Only to Former City of Edmonton Employees (**New)
 - XII. Roster of Arbitrators (**New)
 - XIII. Leave for Personal and Family Related Responsibilities (**New)
 - ~~XIV. Joint Committee—Administrative Stream Performance Review Program (**New) (DELETED)~~
 - XV. Engineering & Business Co-op Students (**New)
-
- XVI. EPCOR Finance Professional Development Program
 - XVII. (**New) Company Site Premium Program – Genesee Generation Facility
 - XVIII. (**New) Genesee Generation Facility – Issues Related to Shutdown



APPENDIX I
Hourly Rates



Effective Date	Pay Grade	A	B	C	D	E
		1 year	1 year	1 year	1 year	1 year
2010 (2009DEC20)	A1	\$19.82	\$20.71	\$21.64	\$22.61	\$23.63
2011 (2010DEC19)		\$20.41	\$21.33	\$22.29	\$23.29	\$24.34
2010 (2009DEC20)	A2	\$21.58	\$22.56	\$23.57	\$24.63	\$25.73
2011 (2010DEC19)		\$22.23	\$23.24	\$24.28	\$25.37	\$26.50
2010 (2009DEC20)	A3	\$23.19	\$24.23	\$25.33	\$26.47	\$27.67
2011 (2010DEC19)		\$23.89	\$24.96	\$26.09	\$27.26	\$28.50
2010 (2009DEC20)	A4	\$26.20	\$27.49	\$28.88	\$30.32	\$31.84
2011 (2010DEC19)		\$26.99	\$28.31	\$29.75	\$31.23	\$32.80
2010 (2009DEC20)	T1	\$27.94	\$29.21	\$30.52	\$31.89	\$33.33
2011 (2010DEC19)		\$28.78	\$30.09	\$31.44	\$32.85	\$34.33
2010 (2009DEC20)	T2	\$33.60	\$35.11	\$36.70	\$38.36	\$40.08
2011 (2010DEC19)		\$34.61	\$36.16	\$37.80	\$39.51	\$41.28
2010 (2009DEC20)	T3	\$36.96	\$38.64	\$40.37	\$42.18	\$44.10
2011 (2010DEC19)		\$38.07	\$39.80	\$41.58	\$43.45	\$45.42
2010 (2009DEC20)	T4	\$40.15	\$41.95	\$43.84	\$45.82	\$47.88
2011 (2010DEC19)		\$41.35	\$43.21	\$45.16	\$47.19	\$49.32
2010 (2009DEC20)	P1	\$34.39	\$35.92	\$37.54	\$39.25	\$41.01
2011 (2010DEC19)		\$35.42	\$37.00	\$38.67	\$40.43	\$42.24
2010 (2009DEC20)	P2	\$37.49	\$39.17	\$40.94	\$42.78	\$44.70
2011 (2010DEC19)		\$38.61	\$40.35	\$42.17	\$44.06	\$46.04
2010 (2009DEC20)	P3	\$40.89	\$42.74	\$44.66	\$46.67	\$48.76
2011 (2010DEC19)		\$42.12	\$44.02	\$46.00	\$48.07	\$50.22
2010 (2009DEC20)	P4	\$45.72	\$47.76	\$49.93	\$52.15	\$54.51
2011 (2010DEC19)		\$47.09	\$49.19	\$51.43	\$53.71	\$56.15



APPENDIX I
Hourly Rates

Effective Date	Pay Grade	A	B	C	D	E
		1 year	1 year	1 year	1 year	1 year
2010 (2009DEC20)	IT1	\$35.77	\$37.38	\$39.06	\$40.81	\$42.65
2011 (2010DEC19)		\$36.84	\$38.50	\$40.23	\$42.03	\$43.93
2010 (2009DEC20)	IT2	\$40.89	\$42.74	\$44.66	\$46.67	\$48.76
2011 (2010DEC19)		\$42.12	\$44.02	\$46.00	\$48.07	\$50.22
2010 (2009DEC20)	IT3	\$45.72	\$47.76	\$49.93	\$52.15	\$54.51
2011 (2010DEC19)		\$47.09	\$49.19	\$51.43	\$53.71	\$56.15
2010 (2009DEC20)	IT4	\$47.53	\$49.70	\$51.91	\$54.26	\$56.70
2011 (2010DEC19)		\$48.96	\$51.19	\$53.47	\$55.89	\$58.40



**APPENDIX IA - STUDENT AND SUMMER
EMPLOYMENT PROGRAMS**

Hourly Rates

Effective Date	Pay Grade	A	B	C	D	E
		1 year	1 year	1 year	1 year	1 year
2010 (2009DEC20)	ENCO	\$24.81	\$25.91	\$27.07	\$28.30	\$29.56
2011 (2010DEC19)		\$25.55	\$26.69	\$27.88	\$29.15	\$30.45
2010 (2009DEC20)	BUCO	\$25.19	\$26.32	\$27.50		
2011 (2010DEC19)		\$25.95	\$27.11	\$28.33		
2010 (2009DEC20)	SEP-A	\$17.85				
2011 (2010DEC19)		\$18.39				
2010 (2009DEC20)	SEP-T	\$24.81				
2011 (2010DEC19)		\$25.55				
2010 (2009DEC20)	SEP-P	\$25.19				
2011 (2010DEC19)		\$25.95				
2010 (2009DEC20)	SEP-IT	\$25.05				
2011 (2010DEC19)		\$25.80				