

Collective Bargaining 2010/11

EPCOR

- and -

CIVIC SERVICE UNION 52

Summary of Changes to the Collective Agreement

A copy of the full document outlining the actual agreed to contract language is posted on the CSU 52 website for your review. This document is a summary of the changes to assist you in understanding the impact of the changes to the language. The changes are addressed in the order that you find them in the full document posted on the website.

- The parties have also agreed to housekeeping amendments to the collective agreement which do not change the interpretation or intent of any of the provisions of the collective agreement. These amendments include plain language changes and renumbering of the collective agreement. The full document with these changes will be posted on our website shortly.

This document has two sections:

- A. Mediator's Recommendations on Outstanding Items.**
- B. Items negotiated between EPCOR and CSU 52 at the negotiations table.**

All of the changes in Section A and B will form the basis for the new Collective Agreement if accepted by EPCOR and the membership.

- A. Mediator's Recommendations on Outstanding Items.**

1. Wages and Duration:

3 year term: Annual General Wage Increases to Appendix 1, 1A and 1B

2011 – 2.75% (retroactive to December 19, 2010)

2012 – 3.00% (effective December 18, 2011)

2013 – 3.50% (effective December 16, 2012)

2. Bereavement Leave – Article 8.03(a)(ii)

The requirement to attend the funeral to receive bereavement leave has been removed.

There has been an increase in leave to 5 days for the death of a spouse, parent or child.

3. Promotions – Article 10

The language has been changed to clarify that the knowledge, qualification and skills for a vacant position are those required for the position.

4. Addendum IV – Provisions Applicable to Service Consultants

The permanent employees at the Calgary Contact Centre will be moved from the Defined Contribution Pension Plan to a Group RRSP plan on December 18, 2011.

The contribution rates on the new plan will be:

Years of service – less than (6) years – Contribution percentage: Company 5%, Employee 5%.

Years of service – six (6) years and greater – Contribution percentage: Company 6%, Employee 5%.

5. New Letter of Understanding – IT Stream Flexible Hours of Work

This letter will allow IT employees to work flexible hours to meet the requirements of workload peaks and fluctuations, emergency situations, after hours presentations and/or meetings. Hours will be flexed over two consecutive pay periods. If an employee works in excess of 10 hours in a day or 150 or 160 hours in two consecutive pay periods (depending on your standard hours of work), the employee will be entitled to overtime for those hours.

Please review the full language on our website.

6. New Letter of Understanding – Relocation and Severance

This letter is to address what occurs when an employee is displaced and cannot be placed in another position in accordance with the layoff provisions in Article 11.

The letter provides for relocation expenses to be paid up to \$5000 if the

employee accepts a position within the Company in another City. It does not give the employee bumping rights into a position in a different City.

The letter provides for notice of pay in lieu of notice which is not less than 2 weeks for each year of service with the Company up to a maximum of 30 weeks. The working notice would be a maximum of 6 weeks and the remainder would be paid. Outplacement counseling services would also be offered which normally assist with interview skills, resume writing, financial planning, etc.

Please review the full language on our website.

B. Items negotiated between EPCOR and CSU 52 at the negotiations table.

7. Article 3 – Definitions

The definition of Average Incidence of Sick Leave was removed as it is no longer used anywhere in the collective agreement.

8. Article 5.02 – No Discrimination

This article was amended to ensure that it includes all grounds listed in the Alberta Human Rights Act.

9. Article 5.03 – Forwarding of Union Dues

This article was amended to remove the reference to being forwarded “via cheque” as this is no longer the process.

10. Article 5.05 – Notice Board Space

This is a new article to confirm the current practice that there is notice board space for use by the Union in all locations where CSU 52 members work.

11. 6.02 – Overtime Work

No change to the interpretation or intent of the language. A clarification that the time is paid at the overtime rate.

12. 6.03 – Banked Overtime

A change to the practice of banking overtime. You will not be able to bank half and be paid for half of the overtime, for each shift you need to choose whether to bank the time or be paid for the time.

A housekeeping change to (c) to remove the “in cash”. No change to the interpretation or intent of the language.

13. 6.06 – Temporary Change of Duties

Clarification of this language that you are only appointed to relieve in a senior position under this language for less than 30 days.

14. 6.07 – Shift Differential

An increase in shift differential pay to \$2.25/per hour.

15. 7.01 – Wages

No change in the current timelines for merit reviews. Clarification in what increase will be received when eligible for an increment adjustment: one step, double step or no step.

Further clarification about the process for receiving further merits reviews every 3 months if you do not receive a merit increase to ensure that employees have a fair opportunity to receive the missed increment.

16. 8.01 – Statutory Holidays

Change from Easter Sunday to Easter Monday to align with the other employees at EPCOR.

An increase in recognized statutory holidays for temporary employees. They will now receive the same statutory holidays as permanent employees.

A change in the coding of statutory holidays during the first 10 days of an approved Short Term Disability to reflect the current practice. No change to current practice.

17. 8.02 – Annual Vacation Leave

Housekeeping changes with no change to the interpretation or intent of the language. Removed language from last round about choosing Plan 1 or 2 by a certain date and other housekeeping changes.

18. 8.03(a)(i) – Leave With Pay

Housekeeping change to update Director’s title.

19. 8.03(a)(iv) – Leave for Medical and Dental Appointments

Clarification of language, no change to current interpretation or intent of language.

Clarification that it is an employee's responsibility to try to schedule these appointments outside their scheduled work hours. Clarification that the leave is for up to 3 hours and that where possible, employees will schedule appointments near the start or end of their shift.

20. 8.03(b)(iii) – Maternity and Parental Leave

Housekeeping change to update department name.

21. 8.05 – Clothing

Addition of a clause clarifying that EPCOR will provide the necessary work required clothing.

22. 9.02 – Extension of the Probationary Period

No change to the normal probationary period. Clarification of the process for extending probationary periods.

23. 11.01(g)(ii) – Employment Security Application

Removal of the organizations that were transferred to Capital Power Corporation. EPCOR Technologies was moved from Distribution and Transmission to Water Services.

24. 16.02 – Problem Solving

Housekeeping. Removed language about a trial period for Problem Solving. Problem Solving will remain in the dispute resolution process.

25. 16.03 – Consultation

Housekeeping change to update Director's title.

26. 16.04 – Formal Review

An increase in the timeline to advance a dispute to formal review from 5 days to 10 days.

27. Addendum I and II

Increase in Shift Differential to \$2.25.

28. Addendum III

Deleted Compressed Hours of Work addendum. The addendum was not finalized and Letter of Understanding #1 speaks to Compressed Hours of Work programs.

29. Addendum IV (now Addendum III)

6.07 - Increase in Shift Differential to \$2.25.

7.01 - Clarification of the movement from Developmental Phase to Qualified Phase and removal of the Advanced Phase.

Change in the current timelines for merit reviews for part time employees from 2088 hours to 2080 hours.

As per Article 7.01, clarification about the process for receiving further merits reviews if you do not receive a merit increase to ensure that employees have a fair opportunity to receive the missed increment.

9.02 - Change in probationary period for part time employees from 696 hours to 693 hours.

9.04 - Housekeeping clarification of process under the dispute resolution procedure to the conclusion of formal review.

30. Addendum V – Wind up of Former Income Replacement Plan

Letter of Understanding moved to an Addendum.

31. Letter of Understanding #1 – Flexible Hours of Work

Housekeeping to remove reference to Addendum III which is being deleted.

32. Letter of Understanding #2 – Work Experience Programs

Removed list of institutions and changed it to any accredited educational institution. Also added that the Company will give preferential consideration to local institutions.

33. Letter of Understanding #3 – Summer and Temporary Employment Rates of Pay

Housekeeping changes to remove the old rates of pay and reference appendix 1b for the new rates of pay.

34. Letter of Understanding #4 – Out of Town – Travel & Expenses

This letter has been redrafted and the reference to per diems have been removed. Employee's traveling for work can use a "P" card or if they do not have a "P" card can use EPCOR's purchasing policy or make an expense claim with their receipts.

35. Letter of Understanding #5 – Positions Within Public & Government Affairs – Flexible Hours of Work

This letter has been renewed without any revisions.

36. Letter #6 – Short Term Incentive Pay Program

This letter has been renewed with some language changes. Please review the full language on our website.

The lump sum payments have been increased to \$700 (20 hours a week), \$850 (30 hours a week), and \$1000 for full time. For the 2012 year the lump sum employees will move to the percentage payout.

37. Letter #7 – Roster of Arbitrators.

This letter has been renewed without any revisions.

38. Letter #8 – Leave for Personal and Family Related Responsibilities

This letter has been renewed without any revisions.

39. Letter XIV – Joint Committee – Administrative Stream Performance Review Program

This letter was not renewed. The Joint Committee has finished their review.

40. Letter 9 – Engineering & Business Co-op Students

This letter has been renewed with some housekeeping changes to remove the reference to previous wage increases. Wage rates are now outlined in appendix 1b.

41. Letter 10 – Finance and Professional Development Program

This letter was agreed to during the term of the collective agreement and is being renewed. The only change is to apply the wage increase to the wages.