

## CSU 52/EPCOR Negotiations

**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.**

**Notes:**

- The parties have 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. These numbering and plain language changes are included in this document. The full document with these changes will be posted on our website shortly.
- Language to be added is denoted through underlining; language to be deleted is denoted by ~~striketrough~~.

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

Appendix 1, 1A and 1B – Schedule of Wages – Annual General Wage Increases

Effective December 19, 2010 there will be a 2.75 % increase in the hourly rates for all classifications

Effective December 18, 2011 there will be a 3.00 % increase in the hourly rates for all classifications

Effective December 16, 2012 there will be a 3.50 % increase in the hourly rates for all classifications

#### **1. Amendment and Termination**

The duration of this Agreement will be effective from December 19, 2010 to December 13, 2013.

This agreement will take effect on the above-specified date and will 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 will be transmitted to the other party within the time limit set out above and the existing agreement will remain in force in accordance with the provisions of the Labour Relations Code. Changes in this agreement agreed upon by the parties may be made at any time, provided that such changes are agreed in writing and executed by the signing officers of the parties to the agreement.

### 8.03. Leave of Absence

#### (a) Leave With Pay

#### (ii) Bereavement Leave

A permanent or provisional employee will be granted time off with pay, at the regular rate of pay, ~~for the position to which such employee is permanently appointed or serving a required trial term thereof, for their current position~~ for the purpose of making arrangements for or attending a funeral or for bereavement in accordance with the following:

(1) An employee will be granted five (5) regularly scheduled consecutive working days without loss of pay at the employee's regular rate of pay for the death of a spouse, parent or child. Leave will extend past the day of the funeral if there is a demonstrated need. However, in no event will the leave exceed the five (5) working days.

(2) For other members of the employee's family – that is grandparent, grandchild, guardian, parent of current spouse, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent of current spouse or related dependent of the employee, the employee, on request, will be excused for any three (3) regularly scheduled consecutive working days without loss of pay at their regular rate of pay, provided they attend the funeral. Such Leave will extend past the day of the funeral if there is a demonstrated need for the leave. However, in no event will such leave exceed the three (3) working days.

(3) One-half (1/2) day's leave with pay to attend funeral services of persons related more distantly than those listed in Clause 8.03(a)(ii)(1) and (2) will be granted upon request. Upon demonstrating the need for additional time due to extenuating circumstance, this leave will be extended up to one (1) day.

8.03.01.02.03 Renumber as (4)

8.03.01.02.04 Renumber as (5)

8.03.01.02.05 Renumber as (6)

## 10. Promotions

10.01 In making promotions to vacant positions coming within the jurisdiction of the Union, the ~~required~~ knowledge, qualification and skills (behavioural and technical) ~~contained in the job posting~~ **required for the position**, will be the primary considerations and where two or more applicants meet the posted requirements of the position, seniority will be the determining factor.

**Addendum IV**  
**Provisions Applicable to Service Consultants**

19.01. Permanent Employees of the Calgary Contact Centre shall be members of the EPCOR Defined Contribution Pension Plan in accordance with the provisions of said plan.

Effective December 18, 2011, Permanent Employees of the Calgary Contact Centre, will cease active enrollment in the EPCOR Defined Contribution Pension Plan and participate in the Group RRSP established by the Company in accordance with the provision of the plan. Contribution rates will be as follows:

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

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

Employer contributions under the plan will be locked in until retirement or separation from employment.

**New Letter ? – IT Stream Flexible Hours of Work**

Further to Letter of Understanding #1, the parties have agreed to the following flexible hours of work program for the IT stream.

The postings for these positions will clearly indicate the operational requirements for ongoing flexible and variable hours of work program and successful applicants will be advised of this requirement.

It is expected that the nature of the work for these positions will require work beyond the standard hours of work for purposes such as workload peaks and fluctuations, emergency situations, after hours presentations and/or meetings

In order to meet the requirements of these jobs these employees' hours of work schedules will need to be flexed or varied over two consecutive pay periods.

If an employee works hours in excess of ten (10) hours per day and/or one hundred and fifty (150) or one hundred and sixty (160) hours in two consecutive bi-weekly pay periods, the employee shall be entitled to overtime in accordance with Clause 6.02(a) for hours worked in excess of ten (10) hours per day and/or one hundred and fifty (150) or one hundred and sixty (160) hours

The Company will provide as much notice as possible if there is a requirement to change the employees schedule and will provide a minimum of twenty-four (24) hours notice to employees if there is an emergent requirement to change the employees' schedule.

## **New Letter ? : Relocation and Severance**

In the event that an employee is displaced and cannot be placed in another position within the organization in accordance with the layoff provisions of Article 11, the following will occur:

1. The parties agree to explore alternatives to layoff and options for providing support to affected permanent employees. This may include; placement in a vacant position in other organizations consistent with the employee's knowledge, skills, ability and experience.
2. In the event the employee accepts a position within the Company in a different town or city that requires the employee to move their principal residence, the employee will be reimbursed for reasonable and substantiated relocation expenses to the maximum of \$5,000.
3. Employee who are displaced and who cannot be placed in another position in accordance with the requirements of the layoff and recall provisions of Article 11 or who declined the offer of a position in a different town or city will be entitled to the following:
  - a) Notice or pay in lieu of notice which is not less than two (2) weeks for each year of continuous service with the Company, up to a maximum of thirty (30) weeks. The period of notice is a maximum of six (6) weeks of the total weeks an employee is entitled to as determined by their continuous service. Continuous service will be determined based on the employee's date of service in the employee's personnel file.
  - b) Outplacement counseling services as determined by the Company in consultation with the Union.
4. For purposes of the Letter, regular salary will be defined as regular scheduled weekly hours multiplied by the regular rate of pay in effect on the date severance is provided to the employee. For part-time employees regular salary will be defined on the average weekly regular hours paid during the previous twelve (12) months multiplied by the regular rate of pay on the date severance is provided to the employee.
5. In circumstances of downsizing of a temporary nature, the provisions of Article 11, Employment Security will apply.
6. Employees who accept severance as outline in this Letter of Understanding will have their employment with the Company terminated and they will not be eligible for rehire for the period equal to their severance.
7. Severance pay provided under this Letter of Understanding shall be deemed to be inclusive of any and all legislative requirements for termination notice.

## **B. Items Agreed to by EPCOR and CSU 52 at the negotiations**

## table

### 3. Definitions

#### 3.03. ~~Average Incidence of Sick Leave~~

~~“Average incidence of sick leave” will mean the total number of times that a member was absent from work due to disability, divided by the number of years of continuous employment of such member. The “average incidence of sick leave” will equal not less than one (1).~~

### 5. Union Security

#### 5.02. No Discrimination

The Union and the Company will make every reasonable effort to ensure that employees are able to work in an environment free from harassment and neither party will discriminate against an employee by virtue of the employee's ~~sex, gender religion, religious belief,~~ race, age, marital status, colour, physical disability, mental disability, family status, sexual orientation, ancestry, source of income, place of origin, political affiliation or place of residence.

There will be no discrimination against any employee by virtue of their being or performing their duties as a member of the Union.

#### 5.03. Forwarding of Union Dues

- (a) The Company agrees to deduct, from the wages of all employees covered by this agreement, union dues as will be decided by the Union. These deductions will commence with the first pay period and will be forwarded to the Union at the end of each pay period, together with a list of employees from whom deductions have been made. The Union will notify the Company thirty (30) calendar days prior to any change in the deduction of union dues.
- (b) Employees granted leave of absence without pay in excess of ten (10) consecutive working days will make arrangements to prepay union dues for the period of absence, before their leave of absence commences.
- (c) The total deductions of dues will be forwarded ~~via cheque~~ to the Union within ten (10) days of the pay period ending and the cheque will be accompanied by a list of employees showing the amounts deducted.

#### 5.05 Notice Board Space

The Company agrees to provide notice board space for the use of the Union, in suitable locations easily accessible to employees, for the purpose of posting notices and information. At least one (1) notice board will be available on each floor of the EPCOR Tower and in each building where CSU members are assigned.

## 6. Working Conditions

### 6.02. Overtime Work

- (f) An employee required to work overtime following the completion of their scheduled hours of work which continues in excess of two (2) hours shall be eligible for a lunch break of one-half (½) hour without loss of pay, provided the overtime is to continue. The lunch break shall normally occur following completion of two (2) hours' overtime, however, if the conditions of the service require otherwise, the supervisor shall assign the lunch period. In the event that overtime continues, such an employee shall become eligible for further lunch breaks without loss of pay at the overtime rate at intervals of four (4) consecutive hours following the completion of the previous lunch break, provided that overtime is to continue. Regardless of the time of the initial lunch break, it shall be deemed to have been taken after the completion of two (2) hours of such overtime work.

### 6.03. Banked Overtime

- (a) ~~For each shift an employee may choose to be paid half of their overtime earnings and credit an equal dollar amount to their overtime bank,~~ or to credit their total overtime earnings to their overtime bank.
- (b) On or before the second pay period in March of each year, banked overtime hours in excess of eighty (80) hours will be paid out to the employee.
- (c) Subject to Clause 6.03(b) an employee may choose to have some or all of their overtime bank paid out ~~in cash~~.
- (d) Time off from an employee's overtime bank requires the mutual agreement of the employee and the Company.
- (e) The time equivalent of an employee's overtime bank will be calculated by dividing the dollar amount credited to their overtime bank by their regular rate of pay at the time the banked overtime is to be taken.
  - (i) Under extenuating circumstances, an employee may request the Company not to pay out banked overtime. Such requests will be in writing, describing the extenuating circumstances and the time equivalent the employee wishes to retain in their bank. The Company will provide a written response to such requests.

### 6.06. Temporary Change of Duties

- (a) On each occasion that employees are appointed, ~~in writing,~~ to relieve in a senior position coming within the jurisdiction of this Collective Agreement, which requires them to perform duties of a higher level than those which would normally be assigned the position for which they are employed on a regular basis, for one (1) day or more, but less than thirty (30) days (statutory holidays included), they will be remunerated for the whole of the period at a relief rate of five (5) percent increase in pay for the employee.
- (b) In the event that an employee's salary exceeds the salary range of their confirmed

position, they will receive an adjustment equivalent to the dollar difference between the salary in the range of the senior position which is closest to the employee's established salary and the next step in the range of the senior position, or to the initial salary provided in the salary range of the senior position, whichever is greater.

- (c) In no instance will any such adjustment exceed the salary range of the relieved position as established in Appendix I, Ia *or* Ib, Schedule of Wages.

#### 6.07. Shift Differential

Those employees who work scheduled hours of work, the major portion of which falls between the hours of 16:00 and 08:00 hours, will receive a shift differential of two dollars and twenty five cents (\$2.25) per hour for said hours of work. An employee will not be eligible for shift differential for hours worked at premium rates, except that employees will be eligible for shift differential for applicable shifts worked on statutory holidays

## 7. Remuneration

### 7.01. Wages

- (a) The regular hourly rates of pay established in the applicable *Wage Appendices* will apply. Employees will be paid every two (2) weeks.
- (b) All permanent and probationary employees falling within Appendix I and Ib shall progress from one step of the range assigned their position to the next assigned step by merit only.

A permanent and probationary employee will be eligible for a merit review following the completion of each separate twelve (12) month period of their assigned pay range and will receive:

- An increase to the next step;
- A double step increase; or
- No increase

An employee who does not achieve an increase will receive merit reviews every three (3) months until the missed increase is achieved. These three (3) months reviews will not impact the employee's normal twelve (12) month merit review schedule.

- (i) All permanent and probationary employees who are included in Addendum IV of this agreement will progress in accordance with the terms outlined in Addendum IV and Appendix Ia.

## 8. Fringe Benefits

### 8.01. Statutory Holidays

- 8.01(a) The following days shall be recognized as statutory holidays for the purpose of this agreement, and all permanent, provisional and probationary employees shall be entitled to the holidays specified, provided they meet the terms and conditions set out in this Section.

New Year's Day, Good Friday, ~~Easter Sunday~~, Easter Monday, Victoria Day, Canada Day, (*July 1*) Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day (December 26), Alberta Family Day and any other holiday which the Company allows employees as a whole.

Note: the change to Easter Monday will be effective in 2012.

- 8.01(b). Temporary employees who have completed thirty (30) days continuous service, or who have completed thirty (30) working days with the Company in the preceding twelve (12) months, shall be entitled to receive ~~such~~ statutory holidays ~~as are set forth in the current Employment Standards Code, or as follows (whichever is more favourable); outlined in Clause 8.01(a)~~ provided they meet the terms and conditions set out in this Section.

~~New Year's Day, Good Friday, Victoria Day, Canada Day (*July 1*), Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Alberta Family Day.~~

- (g) ~~If, during a period of sick leave of ten (10) working days or less, a work day is coincident with a statutory holiday or lieu day, the employee will receive such day paid as a statutory holiday and remaining days will be paid from applicable sick leave entitlement.~~

When a statutory holiday falls during a period when an employee is on approved Short Term Disability, the employee will receive the day paid as Short Term Disability with no day in lieu of the statutory holiday, or pay in lieu of the statutory holiday.

8.02. Annual Vacation Leave

(a). Annual Vacation will be advanced to permanent and probationary employees in full on January 1 of each year and such employees will be allowed to schedule this leave subject to the terms of this agreement.

(b) ~~For full-time permanent or probationary employees that were active status (including those on disability) on the date of ratification of this collective agreement will be given a one-time only choice to stay on their current entitlement, or move to the new EPCOR vacation model.~~

~~This choice must be exercised by November 16, 2007.~~

~~For those employees that chose to stay on their current vacation scheme, Plan 1, the following will apply:~~

For full-time permanent or probationary employees that were active status (including those on disability) and chose (by November 16, 2007) to stay on their vacation scheme (Plan 1) the following will apply.

Plan 1

On or after the:	Annual Entitlement		Maximum annual entitlement	
			7.5 hour days	8.0 hour days
First vacation anniversary (January 1)	15 X	the average daily hours of work	112.5 hours	120 hours
7 <sup>th</sup> vacation anniversary	20 X	the average daily hours of work	150 hours	160 hours
16 <sup>th</sup> vacation anniversary	25 X	the average daily hours of work	187.5 hours	200 hours
22 <sup>nd</sup> vacation anniversary	30 X	the average daily hours of work	225 hours	240 hours

Employees in Plan 1 will be eligible for up to twenty four (24) hours of Leave for Personal and Family Related Responsibilities, in accordance with Letter #

~~Notwithstanding the above, for full-time permanent or probationary employees that were active status (including those on disability) on the date of ratification of this collective agreement and chose to move to the new EPCOR vacation model, effective January 1, 2008, and all employees hired after the date of ratification, July 22, 2007, the following will apply:~~

For Full-time permanent or probationary employees that were active status (including those on disability) and chose to move to the Plan 2 vacation scheme, effective January 1, 2008, and all employees hired after July 22, 2007, the following will apply:

Plan 2 /New EPCOR /CSU-52 Vacation Plan Entitlement

On or after the:	Annual Entitlement	Personal Leave Days / Hrs (permanent full-time or probationary)

First vacation anniversary (January 01)	15 days Scheduled as per Collective Agreement	5 days (40 hours for 8 hr employee's and 37.5 hours for 7.5 hr employee's)
Seventh (7 <sup>th</sup> ) vacation anniversary	20 days Scheduled as per Collective Agreement	5 days (40 hours for 8 hr employee's and 37.5 hours for 7.5 hr employee's)
Twentieth (20 <sup>th</sup> ) vacation anniversary	25 days Scheduled as per Collective Agreement	5 days (40 hours for 8 hr employee's and 37.5 hours for 7.5 hr employee's)

~~Employees opting for this vacation scheme will be eligible for 37.5 (employees working 7.5 hour work days) or 40 (employees working 8 hour work days) of Personal Leave Hours annually, at the beginning of each calendar year.~~

Employees included in Plan 2 will be eligible for 37.5 (employees working 7.5 hour work days) or 40 (employees working 8 hour work days) hours of Personal Leave Hours annually, at the beginning of each calendar year.

Permanent part-time employees will receive a pro-rated number of Personal Leave Hours as follows:

- Part-time employees hired to work a minimum of 20 hours a week: either 19 hours (for 7.5 hour employees) or 20 hours (for 8 hour employees); and,
- Part-time employees hired to work a minimum of 30 hours a week: either 28 hours (for 7.5 hour employees) or 30 hours (for 8 hour employees).

Personal Leave Hours will be pro-rated dependent on an employee's start date.

Employees that are eligible for Personal Leave Hours will not be eligible for Personal and Family Responsibility Leave.

Personal Leave Hours must be used by December 31 of the year they are earned. They can not be carried over to the next year.

Personal Leave Hours are intended to give employees greater flexibility in meeting work/life priorities, and can be taken for any reason including emergent situations, partially or all at once, subject to operational requirements.

Personal Leave Hours can be taken consecutively.

Personal Leave Hours will not be included in the vacation scheduling process as per Clause 8.02.(q). However, once the vacation schedule has been finalized employees can use Personal Leave Hours to replace vacation that has already been scheduled and approved.

The "year" for both Annual Vacation and Personal Leave Hours purposes is the calendar year, not the end of the final pay period of the year.

~~Subject to the general guidelines above, more detailed guidelines governing the scheduling of Personal Leave Hours may be developed by individual business units if deemed necessary, and communicated to their employees with a copy to the Union.~~

- (i) Annual Vacation for an employee's first year with the Company will be a pro-rated amount based on the employee's start date, to the end of December of the calendar year which the employee was hired as per the following formula:

$$\frac{15 \text{ days of annual entitlement} \times (\text{employee's average daily hours of work}) \times \frac{\text{Remaining Days in the Calendar Year}}{365 \text{ Calendar Days per year}}}{}$$

- (ii) An employee's First Vacation Anniversary will be the January first (1<sup>st</sup>) that follows the employee's hire date. Thereafter, subsequent vacation anniversaries will be on January first (1<sup>st</sup>) each year.

### 8.03. Leave of Absence

#### (a) Leave With Pay

- (i). The Company will grant leave of absence with pay to employees representing the Union in accordance with the following provisions:

- (1) An accredited representative to the negotiating committee for the Union, will be granted leave, at their regular rate of pay, for the purpose of attending joint collective bargaining, conciliation or mediation meetings in the establishment of a new Collective Agreement. It is understood that no more than four (4) employees from the Union will be granted leave with pay for the purpose of attending these meetings on behalf of the Union and that the Director of Human Resources - EPCOR will be advised in writing of the names of the accredited employees at least thirty (30) calendar days prior to the earliest opening date of the Collective Agreement.

- (iv). Leave for Medical and Dental Appointments

Employees will endeavour to schedule medical and dental appointments off outside their scheduled work hours where possible.

A permanent or probationary employee who is unable to arrange a medical or dental appointment outside of their scheduled work hours will be allowed to attend the appointment on Company time and without loss of pay provided the absence is limited to a period of up to three (3) hours. Where possible, employees are expected to schedule appointments at the start or end of their shift and to minimize the time spent away from work. The employee will not be obliged to make up the time spent away from work to keep the appointment.

An employee whose absence exceeds three (3) hours for a medical or dental appointment may use banked overtime, vacation credits, short term

disability benefits (where applicable), or such other arrangement mutually agreed by the employee and the supervisor to avoid a loss of pay for the period in excess of three (3) hours.

A permanent or probationary employee assigned to work outside of the city limits and who must arrange a medical or dental appointment within the city limits during scheduled work hours will be allowed to attend the appointment on Company time and without loss of pay.

~~Employees are encouraged to schedule appointments at the start or end of their shift. An employee whose absence exceeds three (3) hours for a medical or dental appointment may use banked overtime, vacation credits, short term disability benefits (where applicable), or any other arrangement mutually agreed by the employee and the supervisor to avoid a loss of pay for the period in excess of three (3) hours.~~

(b) Leave Without Pay

(iii) Maternity and Parental Leave

(10) Employees, who choose to carry benefits while on leave of absence are required to pay both the Company and the employee portions of applicable benefits when employees are granted leaves of absence without pay in excess of ten (10) consecutive working days. Arrangements are to be made prior to the commencement of the leave through Benefits Administration.

8.05. Clothing

(a) General

Where there is a work related requirement, the company will provide necessary clothing, such as coats, gloves, overalls, coveralls, rubber boots, smocks and personal protective equipment. Replacement will be made based on evidence of fair wear and tear.

## 9. Employment

### 9.01 Terms of the Probationary Period

- (a) The normal probationary period for new employees will be six (6) months.
- (b) The Company will provide an employee with a written performance appraisal upon the completion of each six (6) months of that employee's probationary period.
- (c) New employees who do not meet the requirements of the position during the probationary period will be terminated. If a new employee is terminated during their probationary period, the termination may be grieved to the conclusion of the Formal Review stage of the Dispute Resolution Process.

### 9.02 Extension of the Probationary Period

- (a) In a level or type of position where experience in the full range of the duties is dependent on a business cycle greater than six (6) months, the Company and the Union may mutually agree to an extension of the probationary period (up to twelve (12) months in total). Any extension will occur prior to the posting of the position and the successful candidate(s) will be advised of the extended probationary period at time of offer.
- (b) The Union and the Company may mutually agree to extend a probationary period for reasons related to performance (up to twelve (12) months in total). The Employee and the Union will be advised of the Company's reasons for the extension.

## 11. Employment Security

11.01 (g). Application  
(cont.)

- (i) The layoff provisions will not apply in those instances where the cessation of work is estimated to be of a duration of one (1) calendar week or less. The employee will have the option, with the approval of the Company, to use vacation or banked overtime credits rather than be laid off for any days applicable to this Clause. The Company will also make every reasonable effort to retain the employee for the duration of the short-term layoff.
- (ii) For the purposes of the layoff and recall process as outlined in Clause 11.01., organizations will be deemed to be one of the following:
  - 1) EPCOR Distribution and Transmission Inc.
  - 2) EPCOR Corporate Shared Services
  - 3) EPCOR Water Services Inc. and EPCOR Technologies
  - 4) EPCOR Energy Alberta Inc.
  - 5) Calgary Contact Centre

## 16. Dispute Resolution Process

### 16.02. Problem-Solving

~~The parties agree to implement the Problem Solving portion of the Dispute Resolution Process on a trial basis during the term of this agreement.~~

- (a). Employees, the Union or Company representatives are encouraged to resolve any dispute through face-to-face discussions with the people who:
  - (i) are closest to the source of the dispute,
  - (ii) possess the knowledge and ability to solve the dispute, and
  - (iii) are directly affected by the outcome of problem-solving discussions.

### 16.03. Consultation

- (c). A request for Consultation by an employee(s) or the Union will be submitted to the Director of Human Resources.

### 16.04. Formal Review

- (a) A grievance will be initiated in writing within ~~five (5)~~ ten (10) working days of the date that notice is received of the conclusion of Consultation. Grievances initiated by the Union will be submitted to the Chief Executive Officer (or their designate). Grievances initiated by the Company will be submitted to the President of the Union.

## **Civic Service Union 52**

### **Addendum to the Collective Agreement**

**The Following Addenda's to the 2007 - 2010 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)
Addendum II:	Compressed Hours of Work Program – EPCOR Distribution & Transmission Inc. – Public Service Representatives (12 Hour Shifts)
<del>Addendum III:</del>	<del>Compressed Hours of Work</del>
Addendum III	Provisions Applicable to Service Consultants (Previous Class Code 0155)
Addendum IV	Jurisdictional Allocations
Addendum V	Wind-up of Former Income Replacement Plan – Applies Only to Former City of Edmonton Employees

***The parties agree that Addenda form part of the body of the Collective Agreement. They continue to form part of the agreement unless one or both parties propose changes or deletion in Collective Bargaining.***

**Addendum to the 2007 - 2010  
Collective Agreement**

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

**Addendum I**

**Compressed Hours of Work Program – EPCOR Water Services Inc. – Water Trouble Dispatch  
(Public Service Representatives)**

**6. Working Conditions**

6.07. Shift Differential

- (a) An employee who works a scheduled shift, one-half (1/2) or more of which falls between 1600 and 0800 hours, will receive a shift differential of ~~one dollar and ninety cents (\$1.90)~~ two dollars and twenty five cents (\$2.25) for each hour of that shift. An employee will be eligible for regularly scheduled hours worked at premium rates on statutory holidays only.

## Addendum II

### Compressed Hours of Work Program – EPCOR Distribution & Transmission Inc. – Public Service Representatives (12 Hour Shifts)

#### 6. Working Conditions

##### 6.07. Shift Differential

- (a) An employee who works a scheduled shift, one-half (1/2) or more of which falls between 1600 and 0800 hours, will receive a shift differential of one dollar and ~~ninety cents (\$1.90)~~ two dollars and twenty five cents (\$2.25) for each hour of that shift. An employee will be eligible for regularly scheduled hours worked at premium rates on statutory holidays only.

## **Addendum III**

### **Compressed Hours of Work**

The parties agree to develop a generic compressed hours of work addendum for inclusion of the final Collective Agreement between the parties.

## **Addendum III**

### **Provisions Applicable to Service Consultants**

#### 6.07. Shift Differential

Those full-time employees in the Service Consultant position who work in the *Contact Centre(s)* who work scheduled hours of work between 21:00 and 06:00 will receive a shift differential of ~~one dollar and ninety cents (\$1.90)~~ two dollars and twenty five cents (\$2.25) per hour for all hours worked between those hours. Shift differential will be combined with pay for hours worked on statutory holidays.

Replace Clause 7.01(a), Clause 7.01(b) and Clause 26.05 with the following:

7.01 (a) The regular rates of pay established in the Wage Schedule [Appendix I (a.)] will apply.

Under no circumstances will the hourly rate for a part-time employee be greater than the hourly rate of a full-time employee who is in the same job level and on the same step of the pay range as the part-time employee.

Employees will be paid every two (2) weeks.

(b) For the purposes of administering [Appendix I (a.)] Wage Schedule for Service Consultants (SCA3) the following provisions will apply:

#### (i). Developmental Phase

“Developmental Phase” employees appointed to a Service Consultant position may be required to complete a Developmental Phase. The Developmental Phase includes:

- a “training period” that includes classroom and on-the-job training, not to exceed three (3) months worked from the date of hire; and
- a subsequent “on-the-job period” not to exceed three (3) months worked for full-time employees or five hundred and twenty (520) regular hours worked for part-time employees.

An employee in the training period will be paid ninety percent (90%) of the wage noted in the Wage Schedule [Appendix I(a.)] at Step A.

Upon successful completion of the training period the employee will move to the on-the-job period. Employees in the on-the-job period will be paid ninety-five percent (95%) of the wage noted in the Wage Schedule [Appendix I(a.)] at Step A.

Upon successful completion of the training period the employee will achieve permanent status without a break in service, subject to completion of the probationary period as outlined in Article 9.

(ii) Qualified Phase

~~“Qualified Phase” means a period of at least twenty four (24) months duration for full-time employees or regular hours worked for part-time employees, following successful completion of the Developmental Phase. The employee is required to meet the core competencies of the position. Upon successful completion of the developmental phase the employee will move to the Qualified Phase (Appendix 1A). The employee’s performance will be reviewed every twelve (12) months for full-time employees and every two thousand and eighty eight (2080) regular hours worked for part-time employees based on individual performance and merit, employees may receive:~~

- an increase to the next step; or
- a ~~multiple merit increase~~ a double step; or
- no increase

An employee who does not achieve an increase will receive a merit review every three (3) months or five hundred and twenty (520) regular hours worked until the missed increase is achieved. These three (3) month reviews will not impact the employee’s normal twelve (12) month merit review schedule.

~~(iii) —~~ Advanced Phase

~~To work in the “Advanced Phase”, an employee must have completed the Qualified Phase and have a greater breadth or depth of knowledge. The employee’s performance will be reviewed every *twelve (12)* months for full-time employees and every *two thousand and eighty eight (2088)* regular hours worked for part-time employees and based on individual performance and merit, employees may receive:~~

- ~~an increase to the next step; or~~
- ~~a multiple merit increase; or~~
- ~~no increase~~

(c) A new employee may be hired into the Qualified Phase ~~or the Advanced Phase~~ if the employee possesses ~~either~~ the core competencies of the Service Consultant position (~~Qualified Phase~~) ~~or a greater breadth or depth of knowledge (Advanced Phase)~~. In such cases, the employee's performance will be reviewed every twelve (12) months for full-time employees and every two thousand and eighty ~~eight (2080)~~ regular hours worked for part-time employees based on individual performance and merit, employees may receive:

- an increase to the next step; or
- a ~~multiple merit increase~~ a double step; or
- no increase

Upon successful completion of the three (3) months, the employee will achieve permanent status without a break in service subject to completion of the probationary period as outlined in Article 9.

An employee who does not achieve an increase will receive a merit review every three (3) months or five hundred and twenty (520) regular hours worked until the missed increase is achieved. These three (3) month reviews will not impact the employee's normal twelve (12) month merit review schedule

(d) A permanent part-time employee will be considered to be applying for a promotion when applying for a permanent full-time position within the same job level as the employee occupied on a permanent part-time basis. This promotion will not, however, entitle the employee to an increase in pay.

## 9. Employment

9.02. Following the successful completion of the Training Period, an employee will achieve permanent status without a break in service, subject to completion of the probationary period. The normal probationary period for new employees will be:

- Four (4) months for full-time employees; or
- Six hundred and ninety-~~three (693)~~ regular hours worked for part-time employees.

For these employees, seniority will be determined pursuant to Clause 13.01.

9.04. New employees who do not meet the requirements of the position during the probationary period shall be terminated. If a new employee is terminated during their probationary period, the termination may be grieved up to the conclusion of the formal review ~~CEO (or their designate~~ *the Director of Labour Relations*) level of the ~~grievance procedure~~. Dispute Resolution Process.

## Addendum V

### **Wind-up of Former Income Replacement Plan – Applies Only to Former City of Edmonton Employees**

1. Upon retirement to pension from EPCOR or death, members will receive a lump sum payment from EPCOR equal to the amount of their Income Replacement entitlement calculated when that plan was wound-up, escalated in accordance with point #4 of this Addendum.
2. Upon resignation, members will receive a lump sum payment from EPCOR equal to one half (½) the amount they would have received had they retired to pension from the service of EPCOR on the date of their resignation. For the purposes of this section a layoff will be considered as resignation. Members terminated for cause will not be eligible for a lump sum payment.
3. Layoff will not affect the member's Income Replacement Entitlement provided that the member is rehired not more than twenty-four (24) months after the date on which such layoff occurred. In instances where a layoff of a member exceeds twenty-four (24) months, such layoff will be deemed to be a resignation for the purposes of this section and the provisions of point #2 will apply.
4. The lump sum payouts which are established for members will be retained by EPCOR until payment is made to the member. Such lump sum payouts will be increased annually on January 1 according to the percentage increase in the Consumer Price Index for the Edmonton region during the twelve (12) month period ending on the previous November 30 until such time as payment is made to the member.

## Letters of Understanding

Civic Service Union 52

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

1. Flexible Hours of Work
  2. Work Experience Programs
  3. Summer and Temporary Employment Rates of Pay
  - ~~4.~~ ~~Scope~~
  - 4 Out of Town – Travel & Expenses
  - ~~5.~~ ~~Out of Town Work – External Contracts~~
  - 5 Positions Within *Public & Government Affairs* – Flexible and Variable Hours of Work
  - ~~6.~~ ~~Lump Sum Payments for Employees Red-Circled as a Result of HAY Implementation~~
  - ~~7.~~ ~~*Posting and Filling of Vacancies – Applies Only to IT Positions (\*\*New)*~~
  - 6 *Short-Term Incentive Pay Program*
  - 7 ~~*Wind-up of Former Income Replacement Plan – Applies Only to Former City of Edmonton Employees*~~
  7. *Roster of Arbitrators*
  8. *Leave for Personal and Family Related Responsibilities*
  - ~~9.~~ ~~*Joint Committee – Administrative Stream Performance Review Program (\*\*New)*~~
  - 9 *Engineering & Business Co-op Students*
- 
10. Finance and Professional Development Program

*The parties agree that Letters of Understanding are in effect for the current Collective Agreement. They cease to exist unless one or both parties propose renewal (as is or amended) in Collective Bargaining*

# Collective Agreement

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

### **Letter I – Flexible Hours of Work**

#### **1. Definitions**

Flexible hours of work may include one or all of the following:

- a) Staggered Hours of Work: typically, refer to employees in an area who are scheduled to work different start and finish times to accommodate operational requirements and/or individual employee requests. Flexible hours of work will be consistent with Clause 6.01.(b).
- b) Variable Hours of Work: typically, refer to employees whose hours of work are regularly adjusted to address operational requirements – involving a requirement to work beyond the standard hours of work for specific purposes (for example – after hours presentations and/or meetings; Company displays/booths and/or special Company events). If an employee works hours in excess of ten (10) hours per day and/or seventy-five (75) or eighty (80) hours in a bi-weekly pay period, the employee will 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 seventy-five (75) or eighty (80) hours of work bi-weekly.
- e) Extended or Compressed Hours of Work: typically, refer to employees engaged in a shift schedule which allows for a combination of shifts ranging in hours from eight and a half (8 ½) to twelve (12) hours per day, including time off for lunch (where appropriate). The average daily hours of work times five (5) for these employees will equal a maximum of forty (40) hours per week and/or eighty (80) hours per pay period over the duration of the shift rotation. ~~Extended Hours of Work will be consistent with Addendum III of this Collective Agreement.~~

#### **2. Establishment of Flexible Hours of Work**

- a) The Company may establish flexible hours of work in accordance with this letter of understanding.

- b) When a flexible hours of work schedule is implemented, the following parties will be advised in writing of the work location, business unit and employees participating.
  - i) The Union
  - ii) The Company Human Resources Consultant
  - iii) The Payroll Section
- c) Postings will contain a statement to denote those positions that are subject to flexible hours of work.

### **3. Employee Requests to Work Flexible Hours**

- a) An employee or a group of employees may submit a proposal to their immediate manager outlining changes to work schedules resulting in flexible hours of work. The proposal will be in writing and outline the employees affected, the changes proposed, benefits of the proposal (to operations and to the employee) and measures to assess the effectiveness of the flexible hours of work proposal. A copy of the proposal will be sent to the Union and the Company's Human Resources Consultant.
- b) The Manager will endeavour to review and respond to the proposal within forty-five (45) calendar days. The Manager will determine whether or not the proposal will be implemented. The Manager's review must include a review and authorization from Human Resources and Payroll prior to implementation.
- c) Where a decision is made not to implement a proposal, the Manager will provide reasons for the decision in writing to the employee or group of employees who made the proposal. A copy of the decision not to implement a proposal will be sent to the Union and the Company's Human Resources Consultant.
- d) An employee or group of employees who are not satisfied with the response received in 3 c) above, may request in writing that the next level of Manager review the proposal and endeavour to provide a written response within forty-five (45) calendar days. The response provided at this stage will be binding.

### **4. General Provisions**

Unpaid lunch breaks may, provided the management supervisor and the affected employee agree, extend between one-half (1/2) hour and one and one quarter (1 1/4) hours.

### **5. Termination of Flexible Hours of Work**

- a) Where flexible hours of work are established by the Company pursuant to #2 of this Letter of Understanding, the Company may terminate the flexible hours of work arrangements by providing thirty (30) business days written notice to the affected employees with a copy to the Union.

- b) Where flexible hours of work are established based on a request from an employee or group of employees pursuant to #3 of this Letter of Understanding the flexible hours of work arrangements may be terminated as follows:
- i) The Company may provide forty-five (45) calendar days written notice to terminate group or individual flexible hours of work arrangements. This notice will be provided to the affected employee or groups of employees.
  - ii) An employee group may provide forty-five (45) calendar days written notice to the Company to terminate a flexible hours of work arrangement. Such notice must indicate that a majority of the participating employees' request termination of the flexible hours of work arrangement.

## Letter 2 – Work Experience Programs

1. It is mutually agreed by the parties, that the Company may participate in ~~the following~~ Work Experience/Education Programs *from accredited educational institutions. The company will give preferential consideration to local institutions when considering programs.*
  - (a) ~~Grant MacEwan / Mount Royal Community College~~
  - (b) ~~Edmonton / Calgary Public School Board~~
  - (c) ~~Edmonton / Calgary Separate School Board~~
  - (d) ~~NAIT/ SAIT~~
  - (e) ~~University of Alberta / University of Calgary Engineering and Business Co-op Programs~~
  - (f) ~~University of Lethbridge~~
  - (g) ~~Other post-secondary institutions within Alberta and British Columbia with programs relevant to the Company's operations~~
  - (h) ~~The EPCOR Summer Student Employment Program~~
2. Any wages or compensation and working conditions for the individuals participating in such work experience programs shall be determined by the Company, the applicable educational institution and the affected individual (or guardian), as the case may be. As much as possible, the Company shall endeavor to develop terms and conditions of employment that are consistent with the existing provisions in this Collective Agreement.
3. The Company shall attempt to advise the Union of those individuals participating in such Work Experience programs prior to the individual's actual commencement, but, if the Company is unable to do so prior to, then after their commencement in such programs.
4. Additionally, it is agreed that the Company's participation in these Work Experience programs shall not displace existing permanent or temporary employees or threaten job security of employees falling within the Scope of this Agreement.
5. ~~Should the Company wish to participate in any other Work Experience Education program(s), the Company shall consult with the Union accordingly and receive the Union's written agreement prior to participating in such programs.~~

### Letter 3– Summer and Temporary Employment Rates of Pay

The parties agree that students may be hired under the EPCOR Summer Employment Program as full time temporary employees for up to five (5) months on a seasonal basis.

In addition, employees may be hired on a temporary basis for up to ninety (90) days to perform work of a very limited scope that is determined to be less than the scope and level of work performed at the A1 job level.

The Company will discuss these types of temporary appointments with the Union prior to an employee being appointed in this capacity. The nature of this discussion will be to ensure that the scope and level of work is limited and less than the scope and level of work being performed at the A1 job level.

1. The applicable hourly rates of pay (inclusive of negotiated general increases) for these types of positions will be in accordance with Appendix Ib. as follows :

~~2007 (Effective December 24, 2006)~~

~~*Step A – \$13.94 / hour*~~

~~*Step B – \$15.49 / hour*~~

~~2008 (Effective December 23, 2007)~~

~~2009 (Effective December 21, 2008)~~

~~2010 (Effective December 27, 2009)~~

~~*Please refer to Appendix I b.) for 2008, 2009 and 2010 adjusted rates of pay.*~~

2. Employees hired in these types of temporary positions will be placed on a pay step based on a determination by the Company of the level of work being performed and the relevant experience of the employee.
3. All other terms and conditions of the Collective Agreement will apply, unless otherwise noted or agreed to by the parties.
4. The parties may mutually agree to extend the timeframes outlined in this letter if appropriate and/or extenuating circumstances exist.

### Letter IV – Scope

~~\*~~

~~\* The parties agree that the Scope in Calgary will be limited to the Calgary Contact Centre and will make the appropriate changes to the certification at the Labour Relations Board during the term of this agreement.~~

## Letter 4 – Out of Town - Travel & Expenses

The following terms and conditions shall apply to Out of Town work situations:

1. Employees required to work and/or travel out of town who are assigned their own EPCOR Purchasing (“P”) Card will be required to use their “P” Card for all travel, accommodation, meals and other business related expenses. If a vendor does not accept the EPCOR “P” Card as a method of payment, the employee will pay for the business expense and submit the business expense claim in accordance with the EPCOR policy.

Permanent employees authorized and assigned their own EPCOR “P” card that work and / or travel out of town with other EPCOR employees who are not assigned an EPCOR “P” card will be responsible for paying for travel, accommodation, meals or other business related expenses for these other EPCOR employees, as directed by their Manager.

2. Employees required to work and/or travel out of town that have not been authorized and assigned the use of an EPCOR “P” Card for business expenses shall be reimbursed for all travel, accommodation, and meal expenses as per the EPCOR policy.
3. Edmonton based employees who are required to utilize their personal vehicle to travel to and from their Out of Town Work location and for any other business purposes shall be reimbursed for their travel based on the EPCOR policy.
4. The Company shall pay other legitimate Out of Town expenses such as material, equipment, supplies, and hosting. Employees who have been authorized and assigned an EPCOR “P” Card will pay for these types of expenses with their “P” Card, subject to the guidelines and limitations of the EPCOR “P” Card policy and manual. For employees who have not been authorized and assigned an EPCOR “P” Card or where payment with their “P” Card is not appropriate, payment for these expenses shall be made via the EPCOR purchasing policy (purchase orders) or by expense claim reimbursement with appropriate receipts.
5. Out of town travel could occur for scheduled work, unscheduled urgent or emergency work, required job/skill training (directed by the Company) or career development opportunities (requested by the employee).
6. Employees required to travel out of town for unscheduled urgent or emergency work shall have their travel time paid at overtime as outlined in Clause 6.02.
7. Employees required to travel out of town, will travel during their regularly scheduled hours where possible. Employees required to travel outside normal hours of work for scheduled out of town work assignments or required job / skill training shall be paid a travel pay premium of one-half (1/2) hours pay at their regular rate of pay, for each hour spent travelling, in addition to the regular rate of pay. This travel pay premium is not bankable and will be paid to the employee in the next pay period following the out of town travel.

8. Employees requesting out of town career development opportunities, that are supported and paid for by the Company, shall travel during regularly scheduled hours where possible. If this is not possible then they will travel on their own time. Employees travelling in these circumstances will not be eligible for the travel pay premium or overtime for any travel time.

The following shared interests and understandings are agreed to by the parties regarding Out-of-Town Work involving CSU 52 members:

1. The Company shall meet with employees impacted by out-of-town work on a case-by-case basis prior to the actual work being done. When there is a recurring out-of-town work, it is not necessary to meet again after the first assignment unless there are changes to the work.
2. These meetings with employees and the Company shall be documented on the attached Out-of-Town Work Plan document and copies shall be forwarded to both the Union and Human Resources.
3. The purpose of these meetings is to reach agreements that are good for the Company and good for the Employee, as follows:
  - a) to maintain the flexibility to establish work / travel arrangements that best address the needs of each out-of-town assignment;
  - b) to establish hours of work schedules on short notice and waive the provisions of Clauses 6.01.07. and 6.01.08. by establishing hours of work for each out-of-town assignment based on mutual agreement between the Company and the affected employees;
  - c) to work out travel time and hours of work arrangements before the out-of-town assignment begins;
  - d) to establish compressed hours of work schedules based on seventy-five (75) hours or eighty (80) hours bi-weekly and permit alternate hours of work schedules to accommodate out-of-town work.
4. Additionally, it is further understood by the parties that the following principles shall guide discussions and decisions in these work plan meetings:

- To encourage flexibility in travel times and hours of work, to meet work requirements and the personal needs of employees.
- To establish reasonable limits on how long an employee(s) can work and/or travel in a day (consistent with safety and labour standards).
- To ensure that the Company designates one employee as the person “in charge” of fulfilling the leadership role for the out-of-town work. The employee charged with this responsibility shall co-ordinate any issues while on site / out-of-town and would be responsible for dealing with any unforeseen situations as they arise.
- To ensure there is confirmation of the understandings / agreements of all affected employees by signing-off the work plan document (see attachment), with copies of the document being forwarded to the Union and *Human Resources*. (This work plan process would occur for each out-of-town assignment or once for each recurring assignment.)
- To reconsider work plan arrangements if the work requirements change significantly once the out-of-town work begins. The employee designated to take leadership for the particular out-of-town assignment would be responsible for meeting with the other employees and determining if alternate work plan arrangements are required.
- To accommodate personal emergencies that require employees to return home prior to the conclusion of the out-of-town assignment.
- To provide a mechanism to debrief / provide feedback on out-of-town assignments after their completion.

5. Should an employee be assigned to work out of town for a period in excess of fourteen (14) consecutive calendar days or out of country, the parties will discuss the issues arising from the assignment and agree to terms and conditions.



Utilities Inc. and/or it's Subsidiary Companies

Out of Town CSU 52 Work Plan Meeting

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

Job Location: \_\_\_\_\_

Pay Period From: \_\_\_\_\_ To: \_\_\_\_\_

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

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

	MON	TUES	WED	THURS	FRI	SAT	SUN	TOTAL HOURS
Work Time								
Travel Time								

	MON	TUES	WED	THURS	FRI	SAT	SUN	TOTAL HOURS
Work Time								
Travel Time								

Assignment Details: \_\_\_\_\_  
\_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_

Agreed by Workers Involved:

NAME	POSITION	IN CHARGE (YES/NO)	SIGNATURE

\_\_\_\_\_ Date

\_\_\_\_\_ Approved by:  
Manager

Cc: Business Agent - CSU 52  
EPCOR Human Resources

## Letter 5 – 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 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 will be in eight (8) hour per day, and eighty (80) hour bi-weekly positions. The change of hours of work for these employees will 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 will be granted a number of hours off duty, with pay, during regular working hours, equivalent to two (2) times the number of hours worked in excess of ten (10) hours per day and/or eighty (80) hours bi-weekly. In these situations, the employee requires 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 will 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 will provide a minimum of twenty-four (24) hours notice to 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 and inform the Union and Human Resources of the outcome. 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.

### **Letter 6 – Short-Term Incentive Pay Program**

1. The parties agree that the permanent full-time and permanent part-time employees in the IT, Professional and Technical job streams and A4s in the Administrative Stream will be included in the Company's corporate short-term incentive program plan.
2. The Corporate short-term incentive will include performance measures based on Corporate, Business Unit and an employee's Individual Performance
3. Target pay percentage will be two and one-half (2 ½) percent ~~with a maximum of five and one half (5 ½) percent.~~
4. ~~These pay percentages~~ STI awards are calculated ~~are~~ based on an employee's regular base salary (prorated for service and eligible paid time in the performance year).
5. ~~The short term incentive program will be the Company's corporate program, and will align to respective Corporate and Business Unit performance measures to ensure all employees, including management and unionized, are working to the same performance measures.~~
6. ~~The performance measures (Corporate, Business Unit and Individual Performance) may change from year to year. However the target pay percentage of 2.5% will remain unchanged.~~
5. For the 2011 performance year, the parties also agree that permanent full-time and permanent part-time Administrative and Contact Centre employees (not including A4s and SAA4s in the Administrative Stream) will be eligible to participate in a Flat Rate short-term incentive program plan that will equate to a flat payout figure as outlined below:
  - Part-time employees hired to work a minimum 20 hours a week = \$700 per year (prorated for service and eligible paid time in the performance year).
  - Part-time employees hired to work a minimum 30 hours a week = \$850 per year (prorated for service and eligible paid time in the performance year).
  - Employees hired to work Full-time, a minimum FTE of 1.0 - \$1000 per year (prorated for service and eligible paid time in the performance year).
7. This Flat Rate plan payout will be linked to the achievement of the business unit performance measures only.
8. Commencing with the 2012 performance year, permanent full-time and permanent part-time Administrative and Contact Centre employees (not including A4s and SAA4s in the Administrative Stream) will be eligible to participate in the Company's Corporate short-term incentive plan as described in points 2, 3 and 4 above.
9. Annual short-term incentive payments are subject to board approval and a minimum satisfactory overall corporate performance.
10. ~~It will be the respective business units that decide which business unit goal will be the performance measure.~~
11. ~~For this flat rate payout, employees must be actively employed on December 1 of each performance year to be eligible for payout. Actively employed means an employee in receipt of pay~~
12. ~~For this flat rate payout, Employees must be employed in a permanent status position at the date of payout in order to receive the payout, except employees that have applied for retirement.~~

13. Employees who are terminated or who terminate employment for any reason during the eligibility period will not receive an ~~flat payout~~ STI award.
14. The short-term incentive ~~for all employees~~ will be paid at the end of April of the following year, every year, once Company financials are known.

**~~Letter XI – Wind-up of Former Income Replacement Plan – Applies Only to Former City of Edmonton Employees~~**

~~\*\*~~

- ~~5. Upon retirement to pension from EPCOR or death, members will receive a lump sum payment from EPCOR equal to the amount of their Income Replacement entitlement calculated when that plan was wound up, escalated in accordance with point #4 of this Letter of Understanding.~~
- ~~6. Upon resignation, members will receive a lump sum payment from EPCOR equal to one half (1/2) the amount they would have received had they retired to pension from the service of EPCOR on the date of their resignation. For the purposes of this section a layoff will be considered as resignation. Members terminated for cause will not be eligible for a lump sum payment.~~
- ~~7. Layoff will not affect the member's Income Replacement Entitlement provided that the member is rehired not more than twenty four (24) months after the date on which such layoff occurred. In instances where a layoff of a member exceeds twenty four (24) months, such layoff will be deemed to be a resignation for the purposes of this section and the provisions of point #2 will apply.~~
- ~~8. The lump sum payouts which are established for members will be retained by EPCOR until payment is made to the member. Such lump sum payouts will be increased annually on January 1 according to the percentage increase in the Consumer Price Index for the Edmonton region during the twelve (12) month period ending on the previous November 30 until such time as payment is made to the member.~~

**Letter 7 – Roster of Arbitrators**

1. It is agreed that the following list will be used to appoint single arbitrators pursuant to Clause 16.05(f) or to appoint the Chair of an arbitration board pursuant to Clause 16.05(g) of the collective agreement.
2. This list is in no particular order. Each party is open to selection from this list as they see fit, and the choice will be alternating with each arbitration.
  - Sims
  - Casey
  - Moreau
  - Ponak.

## **Letter 8 – Leave for Personal and Family Related Responsibilities**

1. All permanent full-time employees are eligible for up to 24 hours of leave with pay for personal and family related responsibilities in each benefit year.
2. Permanent part-time employees will receive a pro-rated number of hours as outlined in the Advantage Benefits program handbook.
3. These hours may not be carried over into the next benefit year.
4. These hours may be used for the following purposes:
  - a) The care of a sick child, parent or other immediate defined family member for which the employee is responsible.
  - b) Attendance at medical or dental appointments for the employee's spouse, their child or their parent.
  - c) Attendance at medical or dental appointments for the employee in the event the required absence is longer than 3 hours.
  - d) Childcare due to reasons that could not have reasonably been anticipated or where normal arrangements are not available.
  - e) A personal need that requires the employee's immediate attention and that is approved by EPCOR.
5. An employee wishing to utilize these hours must notify their supervisor prior to the date, where possible. In the case of an emergency, notice should be provided as soon as possible.
6. An employee using leave for personal and family related responsibilities must provide a written explanation to their supervisor either prior to the leave or upon return to work.

## **~~Letter XIV – Joint Committee – Administrative Stream Performance Review Program~~**

**~~\*\*~~**

~~The parties agree to form a joint committee (the "Joint Committee") for the purpose of reviewing the Company's performance review program as it applies to the Administrative Stream employees in the A1, A2 and A3 levels who are currently unable to fully participate in the Company's Corporate Short Term Incentive Program (S.T.I.P.). The parties agree the Joint Committee will evaluate the suitability of the current performance review program and determine if there is a way to effectively evaluate the performance of these employees in a way that will enable them to fully participate in S.T.I.P. in the future.~~

~~The Company commits to using the Hay Job Evaluation Review Committee for the purpose of forming the Company's representation on the Joint Committee. The Joint Committee will be comprised of five members from the Company and four members appointed by the Union.~~

~~The Joint Committee will be formed and meet no later than March 28, 2008 and will be prepared to report to their principals with a joint recommendation no later than June 30, 2009.~~

*The joint recommendation may be either that there was no agreement reached and no changes are possible or required, or may be a recommendation as to an appropriate method for evaluating the performance of the employees that would allow them to be eligible for full participation in S.T.I.P. Such recommendation may be implemented prior to the expiration of the collective agreement if it is feasible.*

### **Letter 9 – 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 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 rate will be as outlined in Appendix 1B.

### **Letter 11 - Finance and 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 I of the current Collective Agreement. They will progress through the pay range as indicated in the progression section of the salary grid below.

PROGRESSION	0 – 6 Months	7 to 12 Months	13 to 18 Months	19 to 24 Months	25 to 30 Months	31 to 36 Months
Pay Grade	T1A	T1B	T1C	T1D	T1E	T2B
<b>2008</b> Hourly Rate	\$25.23	\$26.37	\$27.55	\$28.79	\$30.09	\$31.70
<b>2008</b> Annual Salary	\$52,478.40	\$54,849.60	\$57,304.00	\$59, 883.20	\$62, 587.20	\$65, 936.00
<b>2009</b> Hourly Rate	\$26.55	\$27.75	\$29.00	\$30.30	\$31.67	\$33.36
<b>2009</b> Annual Salary	\$55,224.00	\$57, 720.00	\$60, 320.00	\$63,024.00	\$65, 873.60	\$69,388.80
<b>2010</b> Hourly Rate	\$27.94	\$29.21	\$30.52	\$31.89	\$33.33	\$35.11
<b>2010</b> 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 (1<sup>st</sup>) 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.