

2007 – 2010 Collective Agreement

between

EPCOR Utilities Inc.

(hereinafter called the "Company")



-and-

Civic Service Union 52

(hereinafter called the "Union")



Duration: July 22, 2007 to December 25, 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

Duration: July 22, 2007 to December 25, 2010

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NOTES:

1. An asterisk (*) designates a Clause that existed in the previous agreement which has been reworded. Any new words which have been added appear in *“Italics”*.
2. A double asterisk (**) designates a new Clause and / or a new Article.

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

WHEREAS:

In the spirit of partnership the parties will endeavour to create and maintain a positive and harmonious workplace. Such a workplace recognizes the contributions of each individual employee and allows for a shared vision of growth and success. The parties are committed to frequent and open communication and to resolving disputes amicably.

The following Collective Agreement has been mutually developed to reflect the spirit and intent arising from collective bargaining. Wherever possible the jointly prepared minutes arising from collective bargaining shall be used to assist in interpreting specific Collective Agreement verbiage. Additionally, in this agreement (unless otherwise indicated in the context), all words in the singular shall include the plural and all words in the plural shall include the singular; words of masculine gender shall include the feminine.

NOW THEREFORE:

The Company and the Union mutually agree as follows:

1. Amendment and Termination

* The duration of this Agreement shall be effective from *July 22, 2007 to December 25, 2010*.

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.

2. Scope

This agreement shall apply to all employees of the Company within the bargaining unit as the said bargaining unit may from time to time be determined by the Labour Relations Board.

3. Definitions

3.01. Anniversary Date

“Anniversary date” in respect to vacation entitlement shall mean the annual anniversary of the date of an employee’s appointment with the City of Edmonton and/or the Company.

3.02. Average Daily Hours of Work

“Average daily hours of work” shall mean the scheduled hours of work assigned to an employee, exclusive of overtime, in a bi-weekly pay period divided by ten (10). The scheduled hours of work shall be calculated over the employee’s complete shift cycle. Where an employee is not subject to a shift cycle, the average daily hours of work shall be determined by dividing the total hours worked by the employee in the preceding four (4) pay periods by four (4) and further dividing this quotient by ten (10).

3.03. Average Incidence of Sick Leave

“Average incidence of sick leave” shall 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” shall equal not less than one (1).

3.04. Continuous Employment

“Continuous employment” shall mean continuous permanent or probationary employment with the City of Edmonton and/or the Company. When used in this agreement, shall apply to any employment averaging twenty hours per week over fifty-two (52) consecutive weeks. To be continuously employed, an employee shall work or be compensated for some portion of each week during the fifty-two (52) week period.

3.05. Disability

“Disability” shall mean, unless otherwise specified, the inability of a member to perform all of the regular duties of their occupation by reason of a non-compensable illness or injury.

3.06. Employee

“Employee” shall mean a person covered by this Collective Agreement and employed by the Company.

3.6.1. Permanent Employee

“Permanent employee” shall mean any employee who has successfully completed the required probationary period of a permanent position in their initial employment with the Company and who has remained in the employ of the Company. An employee shall not cease to be a permanent employee by virtue of their filling another position on a temporary basis or by working less than twenty (20) hours per week on an intermittent basis.

3.6.1.1. Full-time Employee

“Full-time employee” shall mean an employee who occupies a position which is assigned working hours as outlined in Clause 6.01.

3.06.01.02. Part-time Employee

* “Part-time employee” shall mean an employee who occupies a position which is assigned working hours as outlined in *Clause 26.01*.

3.06.01.03. Probationary Employee

“Probationary employee” shall mean any employee who is filling a permanent position and is serving the required probationary period.

3.06.02. Temporary Employee

“Temporary employee” shall mean an employee who is filling a position:

- On a temporary basis for a term of up to twelve (12) months; or
- To replace an employee who is ill, injured or on an approved maternity or parental leave for a term of up to eighteen (18) months; or
- On an ongoing part-time basis averaging less than twenty (20) hours per week.

3.06.02.01. A temporary employee may be part-time or full-time.

3.06.02.02. A temporary employee’s term may be extended by mutual agreement between the Company and the Union.

3.06.02.03. An employee who has been continuously employed for a period longer than the applicable term specified in Clause 3.06.02. in a position coming within the scope of this agreement, shall automatically become a permanent employee and shall immediately receive a minimum of one increment in the range.

This provision will not be applicable if the parties reach mutual agreement to extend the term of a temporary position.

3.06.03. Provisional Employee

“Provisional employee” shall mean an employee engaged in employment within the jurisdiction of the Union who has completed one thousand nine hundred and forty-four (1,944) hours of temporary service in a position coming within the scope of this agreement in a period of three (3) consecutive years. Temporary service shall only be recognized if the reason for termination from said service is as a result of being laid off or such other reasons approved by the Company. A break in employment of twelve (12) consecutive months shall cancel provisional status, as will termination of employment by the Company or voluntary resignation by the employee.

3.07. Imminent Danger

“Imminent danger” shall mean a danger which is not normal for that occupation or a danger under which a person engaged in that occupation would not normally carry out their work.

3.08. Increment

“Increment” shall mean the difference between one step and the immediately next greater step of the same pay range.

3.09. Member

“Member”, in reference to a specific Plan contained herein, shall mean an individual who through their employment with the Company has entered into participation in such Plan, in accordance with the requirements of such Plan and has continued to participate in such Plan.

3.10. Off Days

“Off days” shall mean those days of rest without pay which are regularly scheduled on a weekly or cyclical basis in conjunction with the employee’s regularly scheduled hours of work.

3.11. Position

“Position” shall mean a specific set of duties and conditions developed for the purpose of assignment to a single incumbent.

3.11.1. Temporary Position

A temporary position shall not exceed twelve (12) months. A temporary position may be extended by mutual agreement between the Company and the Union.

3.12. Promotion

* “Promotion” shall normally mean the advancement of an employee to a position with a higher regular rate of pay than their present position. *In addition, please refer to Clause 11.04.02.02 and Addendum IV, Clause 7.01.04.*

3.13. Red Circled Employee

“Red circled employee” shall mean those employees whose regular rate of pay exceeds the maximum salary of their current job level. Employees with this status will not be eligible for any negotiated increases until such time as the maximum salary for their current job level meets or exceeds their regular rate of pay.

3.14. Regular Hours of Work

“Regular hours of work” shall mean the assigned daily hours of work, exclusive of overtime.

3.15. Regular Rate of Pay

“Regular rate of pay” shall mean the rate of pay assigned to an incumbent of a position within the pay range specified for the class of such position or such higher special rate which may be authorized.

3.16. Seniority

“Seniority” shall mean the period of time attributed to a permanent employee in recognition of the employee’s length of unbroken employment as a probationary, permanent, full-time temporary, and full-time provisional employee in any position coming within the scope of this agreement.

3.17. Step

“Step” shall mean an established pay level (rate of pay) within the pay range assigned a position or job level.

3.18. Vacation Anniversary Date

“Vacation Anniversary Date” shall mean the date of January 1 of the year in which the employee was hired.

3.19. First (1st) Vacation Anniversary

“First (1st) Vacation Anniversary” shall mean the January 1st that follows an employee’s hire date.

3.20. Stream

“Stream” shall mean a grouping of jobs that have relatively comparable skills, knowledge and experience.

3.21. Job Level

“Job Level” shall mean a sub-grouping of jobs within a stream that differ from other groupings in terms of complexity, know-how and decision-making. A job level is deemed to be higher if it has a higher rate of pay.

4. Managerial Responsibilities

4.01. Managerial Rights

The Union recognizes that it is the function of the Company to exercise the regular and customary function of management and to direct the working forces of the Company, subject to the terms of this agreement.

4.02. Discipline

- 4.02.01. The Company shall give an employee written notice of discharge, suspension or any other disciplinary action for just cause, stating the exact nature and details of the infraction. Copies of notices of discharge, suspension or any other documented disciplinary action shall be provided to the Union immediately following the application of discipline. These notices and any disciplinary actions may be the subject of a grievance and processed in accordance with the Dispute Resolution Process of this agreement.
- 4.02.02. Where an employee is required to meet with a representative of the Company for the purpose of applying discipline to said employee, the employee shall, should they so desire, be entitled to have a Union representative present during such meeting. The Company shall so inform the employee prior to such meeting taking place, of their right to Union representation. However, should the Union representative be unavailable, the Company shall not be prevented from taking disciplinary action.
- 4.02.03. An employee has a right to examine their Personnel file upon request, provided that a duly authorized management representative is present. The employee may reply in writing to any document contained in the file which reflects upon their work performance with the Company and such reply shall become part of their permanent record.
- 4.02.04. Past disciplinary notices shall be deemed void after an employee has maintained a clear record with no infraction for twenty-four (24) months. After the twenty-four (24) month period, the disciplinary notices shall be removed from the employee's Personnel file. The Union and the Company may mutually agree to increase or decrease the period that past disciplinary notices are deemed void and removed from the employee's Personnel file.
- 4.02.05. *Suspensions of five (5) days or more, that are not progressive in nature, are not subject to removal in accordance with Clause 4.02.04. and will remain on the employee's personnel file when they are imposed for one of the following reasons:*
- *Workplace Violence;*
 - *Criminal Activity;*
 - *Personal/Psychological, Discriminatory or Sexual harassment; and,*
 - *Inappropriate use of EPCOR Assets and Resources (including EPCOR's name or brand, computers and electronic resources and intranet, internet and e-mail)*
- 4.02.06. *Where a supervisor documents an oral reprimand which was given to an employee, the employee shall be made aware of such documentation.*

4.03. Driving Accident Investigation

It is agreed between the parties hereto that a Union representative may be present, upon the request of either party, when a driver is to be questioned as to an accident by persons other than the Police.

4.04. Cash Handling

Employees shall not be required to make up any shortages in their daily cash balances nor receive benefit from any overages. This does not in any way affect the Company's ability to investigate or pursue disciplinary action in cases of deliberate misappropriation or negligent cash handling.

4.05. No Strike Or Lockout

The parties agree that there shall be no strike or lockout while this agreement is in force.

5. Union Security

- 5.01. The Company recognizes the Union through its accredited officers or representatives as the exclusive agent for those employees covered by this agreement for the purpose of collective bargaining in respect to wages, hours, fringe benefits and working conditions.

The Company shall not enter into any agreement with any individual employee or group of employees in the bargaining unit respecting the terms and conditions of employment contained herein unless any such agreement is first agreed to by the Union.

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 shall discriminate against an employee by virtue of the employee's sex, religion, race, age, marital status, political affiliation or place of residence.

There shall 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**

5.03.01. The Company agrees to deduct, from the wages of all employees covered by this agreement, union dues as shall be decided by the Union. These deductions shall commence with the first pay period and shall 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 shall notify the Company thirty (30) calendar days prior to any change in the deduction of union dues.

5.03.02. Employees granted leave of absence without pay in excess of ten (10) consecutive working days shall make arrangements to prepay union dues for the period of absence, before their leave of absence commences.

5.03.03. The total deductions of dues shall be forwarded via cheque to the Union within ten (10) days of the pay period ending and the cheque shall be accompanied by a list of employees showing the amounts deducted.

5.04. **Names and Addresses of Representatives**

The Union shall inform the Company in writing as to the names and addresses of its officers, negotiating committee members, shop stewards and any other persons who are authorized representatives of the Union in matters which are appropriate under the provisions of this agreement. The Union shall also inform the Company in writing of any changes to such list of names.

6. Working Conditions

6.01. **Hours of Work**

6.01.01. The standard hours of work for employees under this agreement shall be seven and a half (7 ½) hours per day, between 08:00 and 16:30 hours, including a lunch period of one (1) hour, five (5) days per week, Monday through Friday.

- 6.01.02. Hours of work other than those outlined in Clause 6.01.01. may be established where requirements of service or mutual agreement occur. The hours of work shall not exceed eight (8) hours per day or forty (40) hours per week, exclusive of lunch periods. Off days shall be consecutive, wherever practicable.
- 6.01.03. All existing hours of work shall remain in effect unless terminated by the Company, however, the Union and the Company may review the necessity of these hours of work jointly. Vacant positions having hours of work established at eight (8) hours per day or forty (40) hours per week, exclusive of lunch periods, shall be reviewed by the Company prior to posting. In the event that there is no requirement to continue said hours of work, these positions will be posted having hours of work which shall consist of seven and a half (7 ½) hours per day. Those positions which continue to have hours of work established at eight (8) hours per day or forty (40) hours per week, exclusive of lunch periods, shall have the hourly rate for eight (8) hour positions included on the posting for said position.
- 6.01.04. Employees who are engaged in work required to be done each and every day of the week and who work in relays with regular changes of hours of work from day to evening, evening to night, night to day, or as the case may be, shall work the assigned daily hours not to exceed eight (8) hours, including time for lunch each day, for five (5) days per week, except that on changing hours of work an employee might be required to work six (6) days in that week in which the change of hours of work takes place. In this event, they shall be allowed a day off during the regular hours of work rotation to compensate for the off day missed due to the change.
- 6.01.05. Hours of work may be established under Clauses 6.01.02. and 6.01.04. between 07:00 and 01:00 hours; and 23:00 and 09:00 hours. Where an employee's regular hours of work commence after 10:00 hours, but before 15:00 hours, the Company shall notify the Union in writing.
- 6.01.06. Those hours of work established between 15:00 and 01:00 hours and between 23:00 and 09:00 hours shall consist of a maximum of eight (8) hours' duration, including time for lunch.
- 6.01.07. An employee's regular hours of work may be changed to meet emergent situations with twenty-four (24) hours' notice prior to such change, and the employee will receive overtime for the first change unless they have received a minimum of twelve (12) hours off duty.
- 6.01.08. Non-standard hours of work schedules shall be posted and maintained in a prominent place readily available to affected employees.
- These hours of work schedules will not be developed to meet short-term emergent situations. New schedules will extend for a period in excess of thirty (30) calendar days and shall be posted seven (7) working days prior to implementation.
- 6.01.09. The Company shall provide the Union with the reasons necessitating the implementation of shifts and shall meet with the Union prior to implementation. Should the Company and the Union not agree to the shift proposal, the Company may implement the shift and the Union shall have the right to grieve the necessity of implementing the shift.

6.02. Overtime Work

- 6.02.01. * Where an employee is required to work in excess of the scheduled hours of work assigned their position, they shall be paid at two (2) times their regular hourly rate of pay for each hour so worked.
- Where an employee is required to respond to inquiries while away from the workplace, outside their regularly scheduled hours of work, they shall be paid at two (2) times their regular hourly rate of pay for each 15 (fifteen) minute interval, or part thereof, that they work.*
- 6.02.02. Employees are not eligible for the overtime premium until they have completed the number of hours included in the scheduled hours of work established for the positions of full-time employees.
- 6.02.03. Employees called out from their residence in order to report to their job site for emergency work outside the scheduled hours of work for their position, but not immediately preceding them, shall receive not less than two (2) hours' pay at the specified overtime premium.
- 6.02.04. * Overtime shall be based on hourly rates as determined in Appendix I, Ia or Ib
- 6.02.05. When the Company requires overtime work, it shall first endeavour to ascertain if its requirements can be met from those employees willing to work overtime and only in the event of insufficient qualified employees being available will the Company be able to direct employees to work overtime. All scheduled overtime shall be distributed as evenly as possible among employees in their respective jobs. The Company shall advise employees of an overtime requirement within a reasonable period of time of the overtime need arising.

- 6.02.06. 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 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.
- 6.02.07. An employee called out to work overtime shall be eligible for a lunch break, without loss of pay, after four (4) consecutive hours of overtime work, provided that overtime is to continue, and at intervals of four (4) consecutive hours following the completion of the previous lunch break, provided that overtime is to continue.
- 6.02.08 An employee required to work overtime in excess of two (2) consecutive hours immediately prior to the commencement of their regular hours of work shall be eligible for a lunch break, without loss of pay, at a time mutually agreed between the employee and their immediate supervisor.
- 6.02.09. An employee who, because of the nature of their job or an emergent situation, does not receive the lunch breaks specified in Clauses 6.02.06. and 6.02.07. during the period of overtime work or during their regular hours of work, as specified in Clause 6.02.08., shall be paid one-half (½) hour at two (2) times their regular rate of pay for each lunch break missed in addition to the total hours worked and such time shall be considered as hours worked.

6.03. Banked Overtime

- 6.03.01. 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.
- 6.03.02 On or before the second pay period in March of each year, banked overtime hours in excess of eighty (80) hours shall be paid out to the employee.
- 6.03.03. Subject to Clause 6.03.02. an employee may choose to have some or all of their overtime bank paid out in cash.
- 6.03.04. Time off from an employee's overtime bank requires the mutual agreement of the employee and the Company.
- 6.03.05. The time equivalent of an employee's overtime bank shall 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.

6.03.05.01. 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.

6.04. Pay for Work on Off Days

- 6.04.01. An employee required to work on an off day shall be paid at two (2) times their regular hourly rate of pay for each hour worked. The provision for minimum call-out time specified in Clause 6.02.03. shall be applicable in this section.
- 6.04.02. An employee, who either works intermittently or is scheduled to work five (5) days or less per week, shall be paid at two (2) times their regular hourly rate of pay for each hour worked on their sixth (6th) and seventh (7th) consecutive day of work.
- 6.04.03. * The off day premium shall be based on the overtime hourly rates as outlined in Appendix I, Ia *or* Ib.
- 6.04.04. Employees required to work on an off day shall, should they so choose, be eligible to bank monies earned as a result of such work in accordance with the provisions of Clause 6.03., Banked Overtime.

6.05. Pay for Work on Statutory Holidays

- 6.05.01. An employee required to work on a recognized statutory holiday for which they are eligible shall be paid two (2) times their regular rate of pay for each hour worked.
- 6.05.02. * Pay for work on statutory holidays shall be based on the overtime hourly rates as outlined in Appendix I, Ia *or* Ib.
- 6.05.03. In the event that an employee is required to work on a holiday which is also one of their off days, and the rate of pay specified for a holiday differs from that for an off day, they shall be paid the higher of the two (2) rates.
- 6.05.04. The provision for minimum call-out time specified in Clause 6.02.03. shall be applicable in this section.
- 6.05.05. Employees required to work on a statutory holiday for which they are eligible shall, should they so choose, be eligible to bank the premium portion of monies earned as a result of such work in accordance with the provisions of Clause 6.03., Banked Overtime. In the event the day in lieu of working the statutory holiday is not provided as stipulated in Clause 8.01.04., this portion may also be banked.

6.06. Temporary Change of Duties

6.06.01. 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 (statutory holidays included), they shall be remunerated for the whole of the period at a *relief rate of five (5) percent increase in pay for the employee.*

6.06.02. In the event that an employee's salary exceeds the salary range of their confirmed position, they shall 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.

6.06.03. In no instance shall 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, shall receive a shift differential of one dollar and *ninety cents (\$1.90)* per hour for said hours of work. An employee shall not be eligible for shift differential for hours worked at premium rates, except that employees shall be eligible for shift differential for applicable shifts worked on statutory holidays.

6.08. Weekend Work Premium

* An employee who works a scheduled shift, the major portion of which falls on a Saturday or a Sunday, shall be paid at *one point one two five (1.125)* times their regular rate of pay for those scheduled hours only, provided that said Saturday or Sunday does not constitute one of their off days, a recognized statutory holiday, or an overtime shift.

6.09. Standby Service and Pay

Standby service may be maintained as required.

Employees held on standby shall be paid for standby service on the following basis:

6.09.01. Evening to morning – *the equivalent of one (1) hour of regular pay.*

*

6.09.02. *Statutory holidays and off days – the equivalent of two (2) hours regular pay per twenty four (24) hour period of standby coverage.*

*

6.10. Stacking of Premiums

In instances where more than one premium is provided for work performed, an employee shall only be paid one premium, where the premiums are equal; or the greatest of the premiums, where the premiums are not equal. Under no circumstances shall a premium be compounded by the application of another premium in determining the rate of pay to be paid to an employee, except as specified in Clause 6.07., Shift Differential.

7. Remuneration

7.01. Wages

- 7.01.01. * The regular hourly rates of pay established in the applicable *Wage Appendices* shall apply. Employees shall be paid every two (2) weeks.
- 7.01.02. * 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 employee shall be eligible for a merit review and, if warranted due to satisfactory performance, an increment adjustment following the completion of each separate *twelve (12) month period of their assigned pay range*.
- 7.01.02.01. All permanent and probationary employees who are included in Addendum IV of this agreement shall progress in accordance with the terms outlined in Addendum IV and Appendix Ia.
- 7.01.03. An employee whose position is reallocated to a higher job level shall normally receive an increase to the first step above their present regular rate of pay in the pay range of the new job level. The Company, however, shall review the circumstances pertinent to the reallocation and may award at least one additional increment in a case which, if granted, would be effective on the date that the job profile was finalized. Eligibility for future salary adjustments shall be determined in accordance with Clause 7.01.02. until the employee reaches the maximum step in the range to which their position has been reallocated.
- In the event that the Union disagrees with the step assigned to an employee whose position has been reallocated to a job level with a higher pay range, then such dispute shall be dealt with under Article 21 where appropriate.
- 7.01.04. * An employee who is promoted shall receive upon appointment, a minimum one (1) step increase above their present regular rate of pay within the pay range of the new job level or to the initial step in the pay range of the new job level. Upon successful completion of the trial period, an employee shall be confirmed in the new position at the same rate of pay. If the trial period is unsuccessful, the employee shall be reverted to their former position and former rate of pay. Further movement throughout the pay range will occur in accordance with the schedule outlined in Clause 7.01.02.
- 7.01.05. If the Company is unable to evaluate an employee's performance due to the employee's absence from work for thirty (30) or more consecutive days, for reasons other than vacation leave or banked overtime, the increment review date may be extended by the length of the absence.
- 7.01.06. If an error results in the underpayment of an employee's pay, the Company shall provide a correcting payment to the employee within a reasonable period. Errors resulting in an overpayment to an employee will be recovered within a reasonable period.

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.
- 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.

8. Fringe Benefits

8.01. Statutory Holidays

- 8.01.01. * 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, 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.

- 8.01.02. 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), 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.

- 8.01.03. All employees shall receive the recognized statutory holidays for which they are eligible. Such employees shall receive the recognized statutory holiday with pay, or other days with pay in lieu of the holidays, or pay in lieu. Days with pay in lieu of the holiday shall be at a time mutually agreed to between the employee and the supervisor. In the event that the mutual agreement is not reached, the employee shall be allowed a day in lieu of the holiday at a time determined by the Company. Where such a day is not provided, the employee shall receive a day's pay in lieu of the holiday.

- 8.01.04. To receive the holidays, employees must be available for work in accordance with the shift preceding, during and following the designated day for observance of the holiday.
- 8.01.05. Pay for a statutory holiday or day off with pay in lieu of a statutory holiday shall be equal to the monetary or time equivalent of seven point five (7.5) or eight (8) hours' work as applicable, except that in the case of employees who are working extended hours, where the majority of shifts worked in the pay period are longer than seven point five (7.5) or eight (8) hours', the employee will be paid a monetary amount equal to the length of the majority of working shifts in the pay period.
- 8.01.06. Employees on approved leave for ten (10) working days or less shall receive the statutory holidays for which they are eligible, except when such leave is the result of a compensable accident.
- 8.01.07. 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 shall receive such day paid as a statutory holiday and remaining days shall be paid from applicable sick leave entitlement.
- 8.01.08. The application of the statutory holiday provisions shall not be construed as either a layoff or a change in an employee's hours of work schedule or regular hours of work.

8.02. Annual Vacation Leave

- 8.02.01. Annual Vacation Leave shall be advanced to permanent and probationary employees in full on January 1 of each year and such employees shall be allowed to schedule this leave subject to the terms of this agreement.
- 8.02.02. *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:

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 th vacation anniversary | 20 X | the average daily hours of work | 150 hours | 160 hours |
| 16 th vacation anniversary | 25 X | the average daily hours of work | 187.5 hours | 200 hours |
| 22 nd vacation anniversary | 30 X | the average daily hours of work | 225 hours | 240 hours |

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:

Plan 2 / New EPCOR / CSU 52 Vacation Plan Entitlement

| <i>On or after the:</i> | <i>Annual Entitlement</i> | <i>Personal Leave Days / Hrs (permanent full-time or probationary)</i> |
|---|--|---|
| <i>First vacation anniversary (January 01)</i> | <i>15 days Scheduled as per Collective Agreement</i> | <i>5 days (40 hours for 8 hr employee's and 37.5 hours for 7.5 hr employee's)</i> |
| <i>Seventh (7th) vacation anniversary</i> | <i>20 days Scheduled as per Collective Agreement</i> | <i>5 days (40 hours for 8 hr employee's and 37.5 hours for 7.5 hr employee's)</i> |
| <i>Twentieth (20th) vacation anniversary</i> | <i>25 days Scheduled as per Collective Agreement</i> | <i>5 days (40 hours for 8 hr employee's and 37.5 hours for 7.5 hr employee's)</i> |

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.

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 8.02.17. 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.

8.02.02.01. * The Annual Vacation Leave for an employee's first year with the Company shall 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:

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

8.02.02.02. An employee's First Vacation Anniversary shall be the January first (1st) that follows the employee's hire date. Thereafter, subsequent vacation anniversaries shall be on January first (1st) each year.

8.02.03. The Annual Vacation Leave for temporary and provisional employees shall be paid out bi-weekly based on a percentage of the employee's straight time pay.

8.02.03.01. An employee's First Vacation Anniversary shall be the January first (1st) that follows the employee's hire date. Thereafter, subsequent vacation anniversaries shall be on January first (1st) each year.

Vacation paid will be adjusted on the employee's anniversary date as outlined below:

| On or after the: | Entitlement (% of straight-time pay) |
|---------------------------------------|---|
| Date of hire | 6% |
| 7 th vacation anniversary | 8% |
| 16 th vacation anniversary | 10% |
| 22 nd vacation anniversary | 12% |

8.02.04. An employee who terminates during a calendar year, shall be entitled to a pro-rata ratio of their annual vacation leave compared to the number of calendar days in the year.

If, on the date of termination, the employee has used more than their pro-rata ratio of vacation leave, for that point in time in the calendar year, the employee shall reimburse the Company for any used portion of the annual vacation leave in excess of the employee's pro-rata ratio of vacation leave entitlement.

If, on the date of termination, the employee has not used their pro-rata ratio of vacation leave for that point in time in the calendar year, the Company shall pay the employee for their unused pro-rata ratio of vacation leave entitlement.

The payout or reimbursement of vacation credits shall be based on the employee's regular rate of pay for the class of position to which the employee is permanently appointed to or serving a trial term thereof.

8.02.05. A full-time employee shall be entitled to vacation leave commensurate with their status as temporary, provisional, probationary or permanent and their vacation pay shall be their regular rate of pay for the class of position to which the employee is permanently appointed or is serving a trial term thereof.

- 8.02.06. When a temporary or provisional employee is appointed to the permanent staff, their length of service for vacation entitlement purposes shall be established by adding together the total number of pay periods employed with the Company as a provisional or temporary employee and by dividing by twenty-six point one (26.1). The result thus obtained shall constitute the years of service and these, added to subsequent years of service, shall constitute the years of service for vacation entitlement purposes. In addition, the employee's Vacation Anniversary Date shall be adjusted to be consistent with Clause 8.02.02.
- 8.02.07. Except as provided in Addendum IV, an employee shall receive their annual vacation leave entitlement in any year, in an unbroken period, unless otherwise mutually agreed upon by the employee and the Company.
- 8.02.08. Subject to Company Policy, an employee may be permitted to carry over vacation to the next year.
- 8.02.09. If a recognized holiday, for which an employee is eligible, occurs during a period of annual vacation of that employee, they shall receive equal time off, with pay or pay in lieu thereof, at the discretion of the Company.
- 8.02.10. Employees granted leaves of absence without pay for a period in excess of twenty-eight (28) consecutive calendar days shall have their Annual Vacation Leave entitlement reduced on a pro-rated basis to reflect the absence in excess of twenty-eight (28) consecutive calendar days.

- 8.02.11. Permanent or probationary employees absent because of occupational disability in excess of one hundred and eighty (180) calendar days shall have their Annual Vacation Leave entitlement reduced on a pro-rated basis to reflect the absence in excess of one hundred and eighty (180) calendar days.
- 8.02.12. Permanent or probationary employees in receipt of Long Term Disability benefits shall have their Annual Vacation Leave entitlement reduced on a pro-rated basis to reflect the length of time in receipt of Long Term Disability benefits until the employee returns to work for the Company in any form of remunerated employment.
- 8.02.13. If an employee produces medical evidence, satisfactory to the Company, proving that they were incapacitated to the extent which required them to be confined or hospitalized due to sickness and/or injury, for a period of three (3) working days or more during their annual vacation, such whole period shall not be included in the employee's annual vacation entitlement, but shall be charged to the employee's Short Term Disability Plan, subject to the agreement of the Company.
- 8.02.14. A permanent or probationary employee on annual vacation leave shall be eligible for bereavement leave in accordance with the bereavement leave provisions.
- 8.02.15. Insofar as the efficient operation of the Company will permit, an employee shall have the right to choose the period of vacation according to seniority standing.
- 8.02.16. An employee may be allowed to take vacation leave to the maximum of their accumulated vacation credits (annual vacation entitlement and carryover). However, the Company shall establish an annual period of January 1 to December 31 for the purpose of scheduling vacation leave.
- 8.02.17. For the purposes of scheduling vacation leave between April 01 and December 31, a vacation schedule shall be posted on Company bulletin boards no later than February 01 of each calendar year. Any employee who fails to indicate a choice of vacation leave by March 15 will have waived whatever right they may have had to choose their vacation leave period. Between March 15 and April 01, the completed vacation leave schedule for all employees shall be posted. Seniority shall prevail in the preparation of this schedule insofar as the efficient operation of the Company permits. Seniority for additional choices of vacation leave shall not apply until each employee on such schedule has had the opportunity of indicating their first choice, or has been assigned vacation, as the case may be.
- All requests to use vacation leave between January 01 and April 01 will be granted subject to the Company's operational requirements and shall not affect an employee's ability to exercise their first choice for the period of April 01 to December 31.
- 8.02.18. An employee promoted or transferred shall not exercise their seniority for the purpose of vacation choice during the first vacation year of employment after such promotion or transfer.
- 8.02.19. It is understood that there shall be no cash settlement made for vacation entitlement for permanent and probationary employees except as mutually agreed between the Company and the employee.

8.03. Leave of Absence

8.03.01. Leave With Pay

- 8.03.01.01. The Company shall grant leave of absence with pay to employees representing the Union in accordance with the following provisions:
- 8.03.01.01.01. * An accredited representative to the negotiating committee for the Union, shall 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 said meetings on behalf of the Union and that the Director of *Labour Relations - 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.
 - 8.03.01.01.02. If an accredited representative of the Union is required to investigate or meet with Company representatives or attend a hearing to discuss a grievance during working hours, they shall be granted leave with pay subject to suitable arrangements with their immediate supervisor concerning their own work responsibilities. If the employee who is grieving is required to attend a hearing, they shall be granted leave with pay.
 - 8.03.01.01.03. Requests for leave with pay will provide for as much advance notice as practicable.
 - 8.03.01.01.04. Leave of absence with pay for other matters of mutual concern may be made in accordance with Company regulations.
 - 8.03.01.01.05. Leave of absence with pay shall be for those hours the employee normally would have worked had they not been required to meet with representatives of the Company.

8.03.01.02. Bereavement Leave

A permanent or provisional employee shall 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 the purpose of making arrangements for, or attending, a funeral in accordance with the following:

- 8.03.01.02.01. When death occurs in the employee's immediate family - that is, current spouse, parent, grandparent, grandchild, guardian, parent of current spouse, child or ward, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent of current spouse, or a related dependent of the employee, on request, shall 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 shall extend past the day of the funeral if there is a demonstrated need for the leave. However, in no event shall such leave exceed the three (3) working days.
- 8.03.01.02.02. One-half (½) day's leave with pay to attend funeral services of persons related more distantly than those listed in Clause 8.03.01.02.01. shall be granted upon request. Upon demonstrating the need for additional time due to extenuating circumstances, this leave shall be extended up to one (1) day.
- 8.03.01.02.03. The word "funeral" when used in respect of bereavement leave shall include the initial memorial service which is held in conjunction with a cremation.
- 8.03.01.02.04. The term "extenuating circumstances" may include travelling time, shift schedule conflicts, or such other reasons which may be applicable to the individual circumstances.
- 8.03.01.02.05. A permanent or provisional employee on leave of absence, other than annual vacation leave, shall not be eligible for bereavement leave.

8.03.01.03. Compensation for Witness and Jury Duty

An employee who has been subpoenaed to appear in court or before an administrative tribunal as a witness or juror on a working day, during their regular hours of work, shall be allowed the required time off without loss of pay, at their regular rate of pay, provided that any wage replacement paid to the employee for this appearance is given to the Company.

8.03.01.04. Leave for Medical and Dental Appointments

A permanent or probationary employee who is compelled to arrange a medical or dental appointment during working hours shall be allowed to meet such appointment on Company time and without loss of pay, provided that they are not absent from work for a period longer than three (3) hours. Such employee shall not be obliged to make up the time spent away from work to keep the appointment.

A permanent or probationary employee assigned to work outside of the City limits and who is compelled to arrange a medical or dental appointment in Edmonton during working hours shall be allowed to meet such appointment on Company time and without loss of pay in accordance with such period of time granted by the management supervisor.

Employees are encouraged to schedule such 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 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.

8.03.01.05. Citizenship Court

An employee shall be granted one-half (½) day leave with pay to attend at the Citizenship Court of Canada on the day the employee is to become a Canadian citizen, provided such appearance at Citizenship Court is on their working day during their regular hours of work.

8.03.02. Leave Without Pay

8.03.02.01. An employee elected as a delegate to Union conventions, seminars or training sessions, shall be granted leave of absence without pay. Where absence of more than one person creates a staffing problem within an operating unit, this provision shall be limited to one person.

8.03.02.02. Leave of absence without pay for full-time Union employment shall be granted under the following conditions:

8.03.02.02.01. In the event that an employee becomes a full-time official of the Union, they shall be granted leave of absence for the purpose of carrying out the duties of their office and shall retain their seniority as if they had remained in continuous employment therein. They shall have the right, at any time, upon giving one (1) month's notice, to return to the same position, if available, or to a comparable position or to such other position to which they may be promoted by reason of seniority and ability.

8.03.02.02.02. Such an employee shall make regular contributions to the Pension Fund and all employee benefits, participating in same as would a permanent employee of the Company. Their contributions to these benefits shall be based on their earnings during their full-time employment, marital status and number of dependants.

*

8.03.02.03. Maternity and Parental Leave

8.03.02.03.01. Maternity and/or Parental Leave, relating to the birth or adoption of a child, shall be granted by the Company in accordance with Company Policy and consistent with existing Provincial and Federal Legislation.

8.03.02.03.02. Maternity leave is the unpaid voluntary leave relating to the birth of a child. Parental leave is the unpaid voluntary leave relating to the birth or adoption of a child.

NOTE: For the purpose of this section, the Company's Disability Plans shall mean EPCOR's Disability Plans and shall include the Short Term Disability Plan (STD), Supplementary Unemployment Benefit Plan (SUB Plan) and Long Term Disability Plan (LTD).

"Valid, health-related portion" shall mean that period of an eligible employee's pregnancy during which she is disabled (in accordance with the terms of the Company's Disability Plans) and such disability is substantiated by medical evidence satisfactory to the Company.

8.03.02.03.03. The Company shall grant maternity/parental leave in accordance with the following:
Upon written application to their manager, maternity/parental leave will be granted to employees employed for at least twelve (12) consecutive months. Except where otherwise specified in the Employment Standards Code, should no application be made by employees for maternity/parental leave, and they fail to report for work, the employees will be deemed to have resigned their position and the Company will be under no obligation to provide future employment.

- 8.03.02.03.04. Maternity leave shall be for a maximum period of fifteen (15) weeks. Parental leave shall be for a maximum period of thirty-seven (37) weeks. Birth mothers shall be eligible to combine such leave for a period of fifty-two (52) weeks. A birth mother, who takes both maternity and parental leave, must take the leaves consecutively.
- 8.03.02.03.05. Maternity leave shall be applied for in writing at the earliest possible date, but not less than six (6) weeks prior to the date maternity leave is to commence. Such leave may commence at any time up to twelve (12) weeks prior to the estimated date of delivery. If a female employee is unable to perform the duties of her position or such alternate position as may be made available, for which she is qualified, and in the absence of any valid, health-related disability attributable to the pregnancy, the employee shall be required to immediately commence maternity leave in accordance with the applicable provisions of the Employment Standards Code.
- 8.03.02.03.06. Parental leave shall be applied for in writing not less than six (6) weeks prior to commencement of such leave. Parental leave can begin at any time after the birth or adoption of the child but it must be completed within fifty-two (52) weeks of the date of birth, or the date an adopted child is placed with the parent.

- 8.03.02.03.07. Except in the case of employees as stipulated below, maternity/parental leave shall be without salary or sickness allowance, but employees on such leave will not lose seniority.

Female employees who are members of the Company's Disability Plans as provided for by the Company and who provide medical evidence satisfactory to the Company to substantiate their disability for the valid, health-related portion of their pregnancy may, subject to the terms of the Company's Supplemental Unemployment Benefits Plan (SUB Plan), qualify for SUB Plan benefits for the duration of the valid, health-related period. Receipt of such SUB Plan benefits shall commence no sooner than the date of delivery, subject to the provisions contained in the SUB Plan. Employees who are members of the Company's Disability Plans and who otherwise do not meet the conditions for eligibility for SUB Plans during the valid, health-related portion of their pregnancy will be governed by the terms of the Company's Disability Plans.

A female employee who is a member of the Company's Disability Plans and who subsequently experiences a maternity complication related to the valid, health-related portion of her pregnancy after the conclusion of the maximum period during which SUB Plan benefits may be available, shall be entitled to receive the balance of disability benefits paid at the applicable level. Upon providing an appropriate medical certificate, a female employee may commence sick leave prior to her estimated date of delivery. Such sick leave shall not be considered part of maternity/parental leave.

- 8.03.02.03.08. Whenever employees are absent for more than the approved period of maternity/parental leave, unless the absence is due to a maternity complication related to the valid, health-related portion of the pregnancy and is substantiated by medical evidence satisfactory to the Company, they shall automatically be deemed to have terminated their employment when said period expires.

- 8.03.02.03.09. Employees returning from maternity/parental leave within the approved period shall be given the same position at their current rate of pay, and shall provide as much notice as possible, but not less than four (4) weeks notice to the Company of their return to work. If the same position is not available then a comparable position will be found.

8.03.02.03.10. 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 the payroll section.

8.03.03. Child Care Leave

Child Care Leave refers to time off required by an employee as a result of the birth, legal adoption, or special care needs of a child. Child Care Leave without pay may be granted at the discretion of the Company.

8.03.04. Other Leaves of Absence

Other leaves of absence without pay may be granted, at the discretion of the Company, to an employee.

8.03.05. Other Employment

An employee engaged in other employment for gain while on leave of absence without the express written consent of the Company shall be deemed to have automatically terminated their service with the Company.

8.04. Supplementation of Compensation Award

If an employee is prevented from performing their regular work with the Company on account of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Compensation Act, the Company will supplement the award made by the Board for loss of wages to the employee by such an amount that the award of the Compensation Board for loss of wages, together with the supplementation by the Company, will equal one hundred percent (100%) of the employee's regular wage. The said supplementation shall not be payable to any employee entitled to compensation after pension age if such an employee is entitled to a pension or after the full age of sixty-five (65) years if such an employee is not entitled to a pension. Subject to the foregoing limitation, the procedure to be followed in operating this policy shall be as follows:

8.04.01. Any permanent employee, on completion of the necessary assignment to the Company of their compensation payments for loss of wages, will be carried on the payroll of the Company at one hundred percent (100%) of their regular wages until the Compensation Board certifies that they are able to return to work or until granted a permanent pension by the Board for either partial or total disability, whichever may be the sooner.

8.04.02. The cases of compensation to temporary employees shall be referred to the CEO and/or their designate for authority to supplement the Workers' Compensation Board Award and, if such supplementation is approved, it will be made from time to time as the advances of compensation payments are received from the Compensation Board. In no event, however, shall the period of supplementation for temporary employees exceed three (3) months without the approval of the CEO and/or their designate.

NOTE: The Company and the Union agreed to a shared understanding that philosophically employees on WCB shall not earn more money on compensation than they would receive if they were at their regular job.

8.05. Clothing

8.5.1 Laboratory Workers

Laboratory Workers shall be issued with clothing in accordance with the following provisions:

During their first (1st) year of employment as a permanent employee in the position - five (5) laboratory coats. Thereafter, the laboratory coats will be replaced on evidence of fair wear and tear.

8.05.02. Survey Crew Workers

Survey Crew Workers shall be issued with clothing in accordance with the following provisions:

During their first (1st) year of employment as a permanent employee in the position - one (1) pair of rubber boots. Thereafter, the rubber boots will be replaced on evidence of fair wear and tear.

8.05.03. All employees who are supplied with clothing by the Company shall be responsible for the laundering and/or dry cleaning of same.

8.06. Safety Boot Subsidy

An annual safety footwear subsidy will be provided by the Company up to a maximum of five hundred dollars (\$500) in a calendar year.

The following is included in this subsidy:

- a) Seventy-five percent (75%) of the cost of safety footwear.
- b) One hundred percent (100%) of the cost of liners and insoles to a maximum of fifty dollars (\$50.00) in a calendar year.
- c) One hundred percent (100%) of the cost of resoling or repairs.

The total of such expenses shall not exceed five hundred dollars (\$500) in a calendar year.

Eligibility for the safety footwear subsidy is on the following basis:

- An employee must have completed thirty (30) days of continuous employment with the Company.
- Operational requirements, fair wear and tear and just cause must justify all initial purchases, subsequent purchases and repairs.
- All footwear must be C.S.A. approved.
- An original receipt detailing the purchase or repair must be provided for reimbursement.

8.07. Parking and Mileage

8.07.01. Parking facilities, where available, may be supplied in outlying areas, including service yards, power plants, and water and waste treatment plants, at a rate not to exceed three dollars (\$3.00) per month per employee using the parking facility.

8.07.02. Employees who use their private motor vehicles to perform Company business shall be reimbursed for parking charges upon presentation of receipts or a claim.

8.07.03. Employees who use their private motor vehicles to perform Company business shall be reimbursed for mileage consistent with Company policy.

8.08. Employee Training and Career Development

There is a shared commitment to Training and Career Development by the Company and employees covered by this agreement. Training and Career Development are both employee and Company initiated and Company supported. Educational funding for employees shall be governed by the Company's policy on Employee Training and Career Development.

9. Employment

9.01. The normal probationary period for new employees shall be six (6) months. The Union and the Company may mutually agree to extend the employee's probationary period beyond six (6) months.

An employee should not suffer a loss of pay if it is necessary to extend their probationary period for reasons unrelated to their performance. When such an employee completes their probationary period, their pay increment shall be retroactive to the date the employee would normally have received their increment.

9.02. 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.

9.03. In the event that the normal probationary period is extended, the employee and the Union shall be advised of the Company's reasons. The affected employee shall receive a copy of their written performance appraisal should they so request.

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 CEO (or their designate – *the Director of Labour Relations*) level of the grievance procedure.

10. Promotions

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

10.02. An employee who has been selected to fill a permanent position shall have a trial period of three months, with the Company reserving the right to extend the trial period to six months. Under extenuating circumstances, the Union and the Company may mutually agree to extend an employee's trial period beyond six months. The Company shall issue an employee with a written performance appraisal upon the completion of each three month trial period. During the trial period, an employee may elect to revert to his/her former position, or may be reverted by the Company.

10.03. Where a permanent employee is selected to fill a temporary position within the Company, the employee shall be allowed to revert to their previous position or a comparable one at their former rate of pay, after completion of the temporary position. This provision shall be subject to the layoff provisions enunciated in Article 11.

- 10.04. Any permanent employee who is presently in a red circled position will be permitted to apply for, and will be considered for, a position deemed as being one which provides a better opportunity for future promotion, even though such employee will be red circled in that position.
- 10.05. Practical exercises to evaluate the qualifications, knowledge, skills or abilities of applicants may be held. Such practical exercises will be relevant to the positions applied for and shall be provided to the Union prior to being administered.

11. Employment Security

Note: see page #100 for a chart of this process.

11.01. Layoffs and Recalls

11.1.1. Position Reduction

Prior to the reduction of permanent positions:

- Temporary employees within the same job level performing similar work will be terminated and temporary positions will be eliminated where operationally possible; and
- Permanent employees working in a temporary promotion will revert to their former position, where operationally possible; and
- Part-time employees will have their regular hours of work reduced to twenty (20) hours/week.

Where the Company has determined that permanent positions are to be reduced they will identify the permanent employees who will be potentially affected.

11.01.02. Consultation

The Company will notify the Union at the earliest opportunity of the intent to reduce permanent positions and the employees who are to be impacted.

Prior to reducing permanent positions and displacing or laying off permanent employees the parties agree to jointly explore alternatives to layoff and options for providing support to displaced/laid off permanent employees. Such alternatives may include:

1. assessment in terms of an employee's current knowledge, skills, abilities and experience;
2. consideration for re-training opportunities;
3. placement in a vacant position consistent with the employee's knowledge, skills, abilities and experience.

Employees potentially affected shall be advised to assist in exploring appropriate alternatives to layoff.

An employee shall not be eligible to displace under Clause 11.01.04. if the Company laterally transfers the employee to a comparable vacant position.

11.01.03. Work Force Reduction

Permanent employees who are removed from their permanent positions or are laid off as a result of the elimination of permanent positions shall receive appropriate notice.

When permanent full-time positions are to be reduced, the full-time employee with the least bargaining unit seniority in the job level to be affected within the unit reporting to a Director or organizational equivalent will be the first removed.

When permanent part-time positions are to be reduced, the part-time employee with the least bargaining unit seniority in the job level to be affected within the unit reporting to a Director or organizational equivalent will be the first removed.

11.01.04. Placement in an Alternate Position

A permanent employee so affected may be placed in accordance with Clauses 11.01.04.01. and 11.01.04.02., subject to the following conditions:

- the employee has the required qualifications, knowledge and skills to perform the duties of the position; and
- the employee is senior to the employee being displaced.

11.01.04.01. A permanent full-time employee will be eligible for placement in the following sequence:

STEP #1 - Place in a vacant full-time position at the same job level within the same organization;

STEP #2 - Displace the least senior full-time employee in the same job level within the same organization;

STEP #3 - If a full-time position at the same job level is not available, the employee may make a one time election to be placed in a part-time position as per Clause 11.01.04.02.;

STEP #4 - Place in a vacant full-time position at the next lower job level within the same organization;

STEP #5 - Displace the least senior full-time employee in the next lower job level within the same organization, if available;

Further options for placement will continue under Steps # 4 and # 5 into next lower job levels until options are not available or the employee elects to be laid off.

11.01.04.02. A permanent part-time employee will be eligible for placement in the following sequence:

STEP #1 - Place in a vacant part-time position at the same job level within the same organization;

STEP #2 - Displace the least senior part-time employee in the same job level within the same organization, if available.

11.01.05. Layoff

Employees who deny an alternate position or who have no alternate position to displace into as a result of the layoff process, shall be laid off.

11.01.06. Recall

If a position arises that, in comparison to the employee's pre-layoff position,

- is at the same job level; and
- reports to the same Director, or organizational equivalent; and
- involves similar duties and conditions; and
- has comparable qualifications, knowledge and skill requirements; then laid off employees shall be recalled to such position based on seniority. The employee must have the ability to perform the position, subject to a reasonable period of orientation.

Laid off permanent employees who have exhausted the formal layoff process, shall be provided a general priority throughout the Company for any vacancy for which they are qualified. General priority shall mean that permanent laid off employees will be given an interview and due consideration for vacant positions for which they apply and are considered fully qualified.

The right to recall expires:

- when an employee resigns; or
- when an employee is recalled to a vacant position, pursuant to Clause 11.01.06.; or
- upon the expiry of twenty-four months following layoff, during which time the employee has not been recalled to work; or
- when an employee does not return to work upon recall, within seven (7) calendar days after being notified in writing to do so.

11.01.07. Application

11.01.07.01. The layoff provisions shall 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 shall 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 shall also make every reasonable effort to retain the employee for the duration of the short-term layoff.

11.01.07.02. For the purposes of the layoff and recall process as outlined in Clause * 11.01., organizations shall be deemed to be one of the following:

1. EPCOR Corporate groups
2. EPCOR Energy *Alberta*, Inc., and EPCOR Merchant and Capital Inc.
3. EPCOR Energy *Alberta* Inc. (Calgary *Contact Centre*)
4. EPCOR Water Services Inc.
5. EPCOR Distribution and Transmission Inc., and EPCOR *Power Generation Services* Inc., and EPCOR Power Development Corporation, and EPCOR Technologies Inc.

11.01.08. Temporary Work

An employee on layoff may work in a temporary position.

A permanent employee who is laid off and is subsequently rehired within twenty-four (24) months, into a temporary position in the same organizational unit and same job level, shall be entitled to the same benefit coverage they had as a permanent employee prior to layoff.

A permanent employee who is laid off and rehired within twenty-four (24) months, into a temporary position outside their former organizational unit and job level, shall be entitled to the same benefit coverage equal to that which is provided to provisional employees under the provisions of this agreement.

A laid off employee who is working in a temporary position retains the right to recall for a period of twenty-four (24) months from the date of lay off from his permanent position. The twenty-four (24) month period is not extended as a result of working in a temporary position.

11.01.09. Provisional Employees

Provisional Employees who are terminated as a result of staff reductions shall be eligible for rehire into their former position following the placement of all eligible permanent employees and prior to the hiring of temporary employees into such positions.

11.02. Technological Change

- 11.02.01. Whenever possible, no employee shall lose employment due to technological change; however, whenever it is necessary to reduce staff, it will be done in accordance with the layoff procedures described in this agreement.
- 11.02.02. Consistent with the Company's commitment to the development of their employees, the Company agrees to explore appropriate retraining or redeployment opportunities for employees negatively affected by technological change or layoff.

11.03. Contracting Out

- 11.03.01. No permanent employee shall be laid off or have their employment terminated as a result of contracting out work or services of a kind performed by such permanent employee.
- 11.03.02. In the event that a position occupied by a permanent employee is contracted out in accordance with Clause 11.03.01, the displaced employee shall be placed in an alternate position for which the employee is qualified. Where the employee is placed in an alternate position in a lower job level, the employee shall suffer no loss in their regular rate of pay for one year.
- 11.03.03. Should a permanent employee refuse to accept an alternate position for which they are qualified, the employee shall be laid off in accordance with the layoff and recall provisions.

11.04. Transfers

11.04.01. Transfers of Red Circled Employees

- 11.04.01.01. No permanent employee who becomes red circled as a result of their position being allocated to a different stream or job level shall be dismissed (or suffer any reduction in wages) except for just cause or as a result of layoffs or staff reductions affecting such red circled employee. However, an employee who is recalled to their former position in which they were red circled shall be recalled at their former rate of pay provided such recall is within twenty-four (24) months of their layoff.

However, the Company shall have the right to transfer a red circled employee to any vacant position for which they are deemed to qualify, said position being the same pay band of the position being vacated, or higher, in order to remove or to retrain the employee through experience so that they may progress to a position which will remove them from the red circled status.

- 11.04.01.02. Should the Company determine that the said employee does not qualify for continuance in the new position, based on a written performance appraisal completed during the trial period, they shall be reverted to their former or equivalent position with not less than their former rate of pay.

11.04.02. Lateral Transfers

- 11.04.02.01. When an employee is laterally transferred and regarded as having adequate preparation for the new position, they shall suffer no loss in pay. However, if the employee is not fully qualified for the new position, they shall suffer no more than a two-step reduction in pay. Upon satisfactory performance at the end of the first three (3) months in the new position, they shall regain one (1) step and, at the end of the next three (3) months of service, they shall regain the second lost step.
- 11.04.02.02. Employees shall be eligible for lateral transfer in accordance with or notwithstanding the posting procedure, except as provided below:
- The lateral transfer of a temporary employee to a permanent position shall be considered a promotion and subject to Clause 10.01.
 - The lateral transfer of a permanent employee occupying a temporary position allocated to a higher job level from the temporary to a permanent position shall also be considered a promotion and subject to Clause 10.01.

12. Posting and Filling Vacancies

For the purposes of this section, “working days” shall be consecutive days, exclusive of Saturdays, Sundays or holidays recognized by the Company.

- 12.01. Any vacancy required to be filled shall be immediately and conspicuously posted for seven (7) calendar days in a standard form provided by the Company. A copy of all postings shall be sent to the Union.
- 12.02. Where the conditions of service indicate that the position is required to be filled immediately, a temporary appointment may be made for the duration of the posting procedure which shall in no instance exceed ninety (90) calendar days.
- 12.03. Should it be desirable not to fill a vacancy, the matter shall be discussed by the parties to this agreement within ninety (90) calendar days of the vacancy occurring. This Clause will not apply to temporary positions that are seasonal in nature.
- 12.04. All applications shall be addressed to the Company as indicated on the posting and shall include the return address of the applicant.
- 12.05. Upon completion of the selection process, Human Resources shall notify the Union in writing of the proposed appointee and the names of the unsuccessful applicants. Human Resources shall also notify in writing each employee who was an unsuccessful applicant of the name of the successful applicant.

- 12.06. The Company shall appoint the selected applicant(s), and that appointment shall be final subject to satisfactory completion of the required probationary period or the outcome of any grievance filed over the selection.

*

The Company shall have the right to fill vacancies from:

- (a) reversions from a trial period;*
- (b) terminations of employment during a probation period; and,*
- (c) employees vacating temporary positions,*

among the original applicants to a posting without re-posting such vacancies. The right to make a selection out of the original competition file in these circumstances will extend for a period of nine (9) months from the date of a temporary appointment made in accordance with Clause 12.02. and/or for a period of six(6) months from the date that the position was originally posted. The Company agrees to notify all internal applicants to the original posting, with a copy to the Union, that a second selection has been made in accordance with Clause 12.05.

The Company shall also have the right to fill additional vacancies that may arise in the same Stream, Level, and position status under the same hiring manager, during a current recruitment on an existing posting within thirty (30) calendar days from the opening date of the original posting. The Company will notify the Union when they fill these additional vacancies.

- 12.07. An unsuccessful applicant shall have ten (10) working days from the date of notification to initiate a grievance in accordance with the dispute resolution process.
- 12.08. The hiring supervisor will contact each of the unsuccessful internal applicants who were interviewed and offer to provide information as to the reasons they were unsuccessful and the knowledge, behavioural and technical skills, and experience that could be improved for future selection processes.
- 12.09. Any unsuccessful applicant may request a meeting with the hiring supervisor to identify the reasons for non selection to a job. The unsuccessful applicant(s) may also have a Union representative at this meeting with the hiring supervisor.
- 12.10. Appointments from within the bargaining unit shall be made within three (3) weeks of the selection of a candidate unless otherwise mutually agreed by the parties.
- 12.11. Appointments may be made by mutual agreement between the Union and the Company without posting.
- 12.12. Where the estimated duration of a temporary position is ninety (90) calendar days or less, no posting will be required. Where the estimated duration of the temporary position exceeds ninety (90) calendar days, the temporary position shall be posted. The duration of a posted temporary position shall be set out in the posting and shall be subject to the provisions of Clause 3.11.
- 12.13. In instances where a permanent employee is appointed to temporarily act in a managerial position for a period of twelve (12) months or less and such employee is reverted to their former position or an equivalent position within the scope of this agreement, then no posting shall be required to complete such reversion.
- 12.14. In instances where a permanent employee is appointed to a position which is outside the scope of this agreement and such employee is reverted to their former position or an equivalent position within the scope of this agreement during the employee's probationary period or trial term in the new position, and where such probationary period or trial term does not exceed six months, then no posting shall be required to complete such reversion.

13. Seniority

- 13.01. When an employee achieves permanent status, their length of unbroken employment as a probationary, permanent, full-time temporary, and full-time provisional employee in positions coming within the jurisdiction of this agreement shall determine their seniority standing.
- 13.02. When an employee achieves provisional status in accordance with the definition of provisional status, their length of unbroken employment as a provisional employee in positions coming within the jurisdiction of this agreement shall determine their seniority standing relative to other provisional employees. In no event shall a provisional employee have any seniority over a permanent or probationary employee, however a provisional employee may be given a general priority over temporary employees.
- 13.03. Temporary employees shall not have seniority standing.
- 13.04. If a permanent employee, has assumed a position outside the scope of this agreement and in accordance with Clauses 12.13. and 12.14. is reverted, their seniority shall be deemed uninterrupted including the period they were out of scope. It is understood that appropriate Union dues are to be paid by the employee for the period they held an out of scope position.
- 13.05. Lists showing the seniority of permanent and provisional employees shall be provided annually by the Company to the Union.
- 13.06. **Loss of Seniority**

An employee shall not lose seniority rights if they are absent from work because of sickness, accident or layoff. Nor shall an employee lose any seniority rights if they are on leave of absence approved by the Company.

- 13.06.01. An employee shall lose their seniority only in the event that:
 - 13.06.01.01. they are discharged for just cause and are not reinstated;
 - 13.06.01.02. they resign;
 - 13.06.01.03. they are laid off and fail to report for work within five (5) working days after being notified in writing to do so, unless failure is due to sickness or other just cause. It shall be the employee's responsibility to keep the Company informed of their current address;
 - 13.06.01.04. they are laid off for a period longer than twenty-four (24) months.

14. Creation of a New Stream or Job Level

14.01. In the event that the Company creates a new stream or job level within an existing stream, which is not included in this agreement and which falls within the jurisdiction of the Union, the rates of wages and/or working conditions shall be negotiated by the Company with the Union before advertising any position within this stream and/or job level, in accordance with the posting procedures set forth in this agreement.

14.02. If a satisfactory conclusion to negotiations has not been reached within seven (7) calendar days of the date of the notice by the Company to the Union of the creation of the said stream and/or job level, the posting of any vacancy in this stream and/or job level shall be made according to the rates of wages and working conditions set out by the Company but, notwithstanding such posting, the rates of wages and working conditions of the new said stream and/or job level shall still be a matter of negotiation between the Company and the Union, and the notice of posting shall contain the following statement:

“The final settlement for rates of wages and working conditions is being negotiated. The resultant rates of wages shall be retroactive to the date of the appointment.”

15. Developmental Opportunity Concept

15.01. The Developmental Opportunity Concept is designed to enable those applicants, who do not possess the required experience to become qualified and able to function at the job level through on-the-job training and experience.

This concept could also provide for the opportunity for internal employees to become the best qualified for a job through on-the-job training once they have attained the required educational qualification.

The concept contemplates a training period of varying durations, depending on the specific developmental opportunity, with performance and salary reviews scheduled every six (6) months.

A shared responsibility is required between the Company and the employee to ensure that progress to job level is achieved within the predetermined time frame. The Company has the responsibility to provide ongoing feedback, coaching and counselling to the employee; while the employee dedicates themselves to completing the required training or experience that was outlined for the predetermined developmental period.

15.02. The maximum duration that an employee will work at the developmental level will be twenty-four (24) months.

15.03. For the purposes of determining the appropriate pay range for a developmental opportunity the developmental position will be processed through the HAY Job Evaluation System. The developmental opportunity shall result in no more than five (5) pay steps, spread evenly over the twenty-four (24) month period.

15.04. All applicable terms and conditions shall be reviewed with the Union prior to an appointment being made in a developmental opportunity position.

15.05. The Company will confirm the developmental opportunity rate of pay, the duration and six (6) month performance / increment review dates in a letter to the employee. A copy of this letter will be provided to the Union as information.

15.06. The parties may mutually agree to extend the time frame if extenuating circumstances exist.

- 15.07. It is understood that an employee who successfully completes a developmental opportunity will then be moved to at least Step A of the job level for the position they are in.

16. Dispute Resolution Process

The intent of the Dispute Resolution Process is to:

- (a) encourage open, two-way dialogue by the people affected by a dispute,
- (b) achieve solutions that contribute to positive, collaborative working relationships,
- (c) achieve solutions that are consistent with the Collective Agreement,
- (d) minimize the time and cost involved in resolving disputes.

16.01. Definitions

- 16.01.01. A “dispute” is any workplace problem, disagreement or difference involving employees, the Union, or Company representatives.
- 16.01.02. A “grievance” is any dispute concerning the interpretation, application, operation or alleged violation of this agreement, including any question as to whether the dispute is arbitrable.
- 16.01.03. “Working days” means consecutive days, exclusive of Saturdays, Sundays or holidays observed by the Company.

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.

- 16.02.01. Employees, the Union or Company representatives are encouraged to resolve any dispute through face-to-face discussions with the people who:
- a) are closest to the source of the dispute,
 - b) possess the knowledge and ability to solve the dispute, and
 - c) are directly affected by the outcome of problem-solving discussions.
- 16.02.02. The discussion should include sharing relevant information to the fullest extent possible, at the earliest opportunity.
- 16.02.03. The discussion should include an honest, respectful exchange of the interests of the people directly affected by the dispute, an exploration of options to satisfy these interests, and the development of mutually acceptable solutions.
- 16.02.04. Problem-Solving may continue as long as the participants are mutually satisfied that progress is being made. The employee(s), Union or Company may conclude Problem-Solving at any time by notice to the other party(ies).
- 16.02.05. An employee(s), the Union or the Company may initiate Consultation if a dispute has not been resolved by Problem-Solving, if any of the parties believe that Problem-Solving will not solve the dispute, or Problem-Solving is not the appropriate method to solve the dispute.

16.03. Consultation

- 16.03.01. A request for Consultation shall be submitted in writing within ten (10) working days of the date that the incident causing the dispute reasonably came to the attention of the employee(s), the Union or a Company representative(s). The request shall include the details of the dispute *with a copy directed to the immediate out-of-scope manager where applicable*.
- * 16.03.02. The Union and the Company may agree in writing to extend the date to initiate Consultation to allow Problem-Solving to take place.
- 16.03.03. A request for Consultation by an employee(s) or the Union shall be submitted to the Director of *Labour Relations*.
- * 16.03.04. A request for Consultation by the Company shall be submitted to a Business Agent of the Union.
- 16.03.05. Once initiated, a representative of *Human Resources* shall schedule a meeting of the people who are essential to resolving the dispute (as determined by the parties). The meeting may be facilitated by the *Human Resources* representative and/or the Union, or another person acceptable to the parties.
- * 16.03.06. The facilitator(s) will encourage honest and respectful dialogue, information sharing, and help the participants define issues, explore interests and options, and achieve mutually acceptable solutions.
- 16.03.07. Consultation shall take place as quickly as possible. The participants may continue to consult for as long as they are mutually satisfied that progress is being made. The employee(s), Union or the Company may conclude Consultation at any time by written notice to the other party(ies).
- 16.03.08. Agreements reached at this stage are confidential and without prejudice to the legal or contractual rights of the parties unless otherwise agreed, and shall be confirmed in writing.
- 16.03.09. If a dispute is not resolved by Consultation, an employee(s), the Union or the Company may initiate a Formal Review by filing a grievance.

16.04. Formal Review

- 16.04.01. * A grievance shall be initiated in writing within five (5) working days of the date that notice is received of the conclusion of Consultation. Grievances initiated by the Union shall be submitted to the Chief Executive Officer (*or their designate*). Grievances initiated by the Company shall be submitted to the President of the Union.
- 16.04.02. A grievance shall specify the details of the dispute, including the issues, the interests of the grieving party, the Clause or Clauses of the Collective Agreement that are alleged to have been violated, and the desired resolution.
- 16.04.03. Following receipt of the grievance, the Chief Executive Officer or Union President (or their designates) shall convene a meeting as quickly as possible involving representatives of the Union, the Company, and other people who are essential to the resolution of the dispute (as determined by the parties).
- 16.04.04. The Chief Executive Officer or Union President (or their designates) will chair the meeting and help the participants seek a mutually acceptable resolution to the dispute. They will encourage an honest, respectful discussion of the issues, interests, options and potential solutions.
- 16.04.05. The Formal Review shall take place as quickly as possible. The participants may continue this stage for as long as they are mutually satisfied that progress is being made, or may mutually agree to refer the matter back for further Consultation.
- 16.04.06. Agreements reached at this stage are confidential and without prejudice to the legal or contractual rights of the parties unless otherwise agreed, and shall be confirmed in writing.
- 16.04.07. The employee(s), Union or the Company may conclude a Formal Review at any time by written notice to the other party(ies). Within ten (10) working days of the conclusion of the Formal Review, the Chief Executive Officer or Union President (or their designates) shall provide a written summary to the other party of their position on any issues that remain in dispute.
- 16.04.08. Provided that a grievance has been properly processed in accordance with the procedures, time limits and restrictions contained in the Dispute Resolution Process, the Union or Company may refer any grievance to arbitration if it has not been resolved by Formal Review.

16.05. Arbitration

- 16.05.01. A referral to arbitration shall be initiated in writing within ten (10) working days of receipt of written notice of the conclusion of the Formal Review.
- 16.05.02. * Grievances referred to arbitration by the Union shall be submitted to the Chief Executive Officer (*or their designate*). Grievances referred to arbitration by the Company shall be submitted to the President of the Union.

- 16.05.03. The party referring a grievance to arbitration shall notify the other party of:
- a) its willingness to use a single arbitrator, or
 - b) its appointee to a three-person arbitration board, and
 - c) the details of the grievance, including the issues in dispute, the interests of the grieving party, the Clause or Clauses of the Collective Agreement which are alleged to have been violated, and the remedy requested.
- 16.05.04. The responding party shall notify the other party within five (5) working days of its willingness to use a single arbitrator or its appointee to a three-person arbitration board.
- 16.05.05. If the parties fail to appoint their respective members within five (5) working days of the referral to arbitration, the appointment shall be made by the Provincial Minister (responsible for labour issues) upon the request of either party.
- 16.05.06. If the parties agree to refer the grievance to a single arbitrator, the Union and the Company shall select the arbitrator from a roster approved by the parties on an annual basis. If the parties do not agree on the selection, the arbitrator shall be drawn randomly from the roster.
- 16.05.07. Where each party has established an appointee to a three-person arbitration board, the appointees so selected shall, within fourteen (14) calendar days of the appointment of the second of them, appoint a third person who shall be the chairperson. If the two (2) appointees are unable to agree upon the choice of a chairperson within the time limit specified, they shall request the Provincial Minister (responsible for labour issues) to appoint a chairperson.
- 16.05.08. If the single arbitrator, either member of the arbitration board, or the chairperson thereof, refuses to act or is or becomes incapable of acting, a new single arbitrator, new board member or chairperson shall be appointed in accordance with the above procedure. Appointment shall be made within fourteen (14) calendar days of receipt of notice of inability or unwillingness to act. If either party fails to appoint an alternate member or if the members fail to agree upon a chairperson, the appointment shall be made by the Provincial Minister (responsible for labour issues) upon the request of either party.
- 16.05.09. No person shall be appointed as a single arbitrator or member or chairperson of a three-person arbitration board if the person is directly affected by the grievance, or if the person has been involved in an attempt to negotiate or settle the dispute.
- 16.05.10. Each party shall bear the expense of its respective member and shall bear one-half of the expenses of the chairperson of the arbitration board, or single arbitrator, whichever is applicable.
- 16.05.11. Arbitration hearing dates shall be determined within twenty-eight (28) calendar days of the appointment of the single arbitrator or arbitration board.
- 16.05.12. Prior to the arbitration hearing, the parties may prepare an agreed statement of facts for submission to the single arbitrator or arbitration board.
- 16.05.13. The single arbitrator or arbitration board shall hear the grievance and render an award within forty (40) calendar days of the hearing. Written reasons for the decision shall be provided within sixty (60) calendar days of the hearing, unless the parties mutually agree that written reasons are not required.

- 16.05.14. In the case of an arbitration board, the decision of the majority is the award of the board. If there is no majority, the decision of the chairperson shall be the award of the arbitration board.
- 16.05.15. The decision of the single arbitrator or arbitration board is final and binding upon the parties and any person affected by it, and such parties or persons affected shall do or abstain from doing anything as required by the single arbitrator or arbitration board.
- 16.05.16. The arbitration board or single arbitrator may quash, confirm or vary any action taken respecting the suspension, discipline or discharge of an employee.
- 16.05.17. The arbitration board or single arbitrator by its decision shall not alter, amend or change the terms of the Collective Agreement.

16.06. General

- 16.06.01. The parties may mutually agree to involve a facilitator or mediator at any stage of the Dispute Resolution Process.
- 16.06.02. The time limits contained in the Dispute Resolution Process are mandatory, however, where both parties agree, the time limits contained herein may be extended. An extension of these time limits will not be unreasonably withheld by the parties. The parties may mutually agree to bypass stages or return to previous stages of the Process. Such agreements shall be confirmed in writing.
- 16.06.03. If the Union or the Company has concerns regarding the application of the Dispute Resolution Process, they will meet in an attempt to resolve these concerns.

17. Reporting for Duty

- 17.01. Except as provided in Clause 17.02., employees shall report for duty at the place directed by the Company and shall go to and from such place on their own time within the City limits. Where an employee is required to report to a new place during his regular hours of work, he shall do so without loss of pay.
- 17.02. A City of Edmonton-based employee who is intermittently assigned to report to the Genesee site or a Genesee-based employee who is intermittently assigned to report to a location within the City of Edmonton may be required to travel to the site outside of his normal hours of work. Where this occurs such employee shall be provided compensation equal to the actual travel time at his regular rate of pay to a maximum of one (1) hour each way.
 - 17.02.01. Where an employee is required under Clause 17.02. to travel outside his normal hours of work he shall be provided with forty-eight (48) hours advance notice. Where such notice is not provided and the employee travels outside his normal hours of work, he shall receive two (2) times his regular rate of pay for actual travel time to a maximum of one (1) hour each way until such time as the forty-eight (48) hour notice period has elapsed.

- 17.03. A City of Edmonton-based employee intermittently assigned to report to the Genesee site or a Genesee-based employee intermittently assigned to report to a location within the City of Edmonton who is required to utilize his personal vehicle for such travel shall receive a transportation allowance based on one hundred and ten (110) kilometres at the current rate per kilometre.
- 17.04. Employees who are required to perform work at locations other than as described in Clauses 17.01., 17.02. and 17.03. will be compensated in accordance with the Company's travel policy and the current travel guidelines.

18. Flexible Hours of Work

Where the Company implements flexible hours of work schedules utilizing employees coming within the scope of this Collective Agreement, they shall do so in accordance with applicable Letters of Understanding attached to this agreement or after consultation and agreement is reached with the Union regarding terms and conditions to be applied.

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.

20. Position Evaluation Program

- 20.01. Position evaluation is the systematic determination of position allocations to the appropriate stream and/or job level as set out in the current Collective Agreement.
- 20.02. The establishment and maintenance of a position evaluation program covering employees within the jurisdiction of the Union shall, with the exception of the appeal procedure, be the sole responsibility of the Company.
- 20.03. The Union shall have the right to present modifications to the position evaluation program and these will be considered by the Company.
- 20.04. The Union shall be provided with the Policy, regulations and procedures pertaining to allocations of positions coming within the scope of this agreement.
- 20.05. The Company shall make available to the Union on request information used in the position evaluation program and procedures to evaluate and allocate positions.
- 20.06. New streams and job levels, for which the rates have been negotiated and agreed to in accordance with Article 14. "Creation of a New Stream or Job Level" shall be reduced to writing and executed by authorized representatives of the parties to this agreement.
- 20.07. Employees shall be paid the rates provided in the currently effective wage schedule or those established by the Company for streams and/or job levels, for which the rates are under negotiation in accordance with the provisions of this agreement.

21. HAY Job Evaluation Process

- 21.01. *Position Reviews*

*

- * Where the duties of a position have significantly changed, an employee, may submit a request to *EPCOR Human Resources* for the review of the allocation of *their position*. The employee will complete a *Role Profile*, and submit it to their first level *Manager* with a copy to Human Resources.
- 21.01.01. Within twenty-one (21) calendar days of receipt, the *Manager* must review and sign off the *Role Profile* and forward it to *EPCOR Human Resources*. *EPCOR Human Resources* will provide a copy of this completed document to the Union.
**
- 21.01.02. *Within ten (10) calendar days of receiving the validated Role Profile from the Manager, EPCOR Human Resources will complete their review of the documentation and issue a decision. This decision will be communicated to the Union prior to both the employee and Manager.*
**
- 21.01.03. *Should the position allocation change, the date the signed validated Role Profile arrives in Human Resources will be the effective date of any change; in most instances. In extenuating circumstances, where it can be demonstrated that, through no fault of the employee, there was a significant delay in forwarding the Role Profile, an alternate date may be considered. Human Resources will review these circumstances with management, and determine if the date should be prior to the date received in their office.*
**
- 21.02. Appeals
*
- * Should the employee disagree with the decision of a *position review* and choose to appeal, the employee must request that the Union initiate an appeal. This request must be in writing to the Union, with a copy to Human Resources and their *Manager*, and made within fourteen (14) calendar days of receipt of the written decision. If an appeal is not initiated within this timeframe, the review will be considered concluded and no further employee initiated reviews can occur for twelve (12) months from the date of the decision.
- 21.02.01. Where the Union supports an appeal, the Union will provide to Human Resources written notice of the appeal being advanced within fourteen (14) calendar days of having received the request from the employee.
- 21.02.02. Within forty-five (45) calendar days of receipt of the appeal, the *HAY Job Evaluation Appeal Committee (HJEAC)* will meet to hear the appeal. *The Union will be present at the meeting to support and assist the employee at the employee's request. No later than fourteen (14) days prior to the scheduled appeal hearing date, Human Resources will meet with the employee and their Manager to review the information to be presented at the appeal hearing.*
- 21.02.03. *Within thirty to forty-five (30-45) days of the appeal hearing, the HJEAC will issue a decision. The decision made by HJEAC is final and will be provided in writing. Should the HJEAC alter the original decision, the effective date of the change will be in accordance with Clause 21.01. This change will be processed in an expeditious manner.*
- 21.03. Arbitration
*
- * Should the original decision be upheld, the Union may advance the appeal to arbitration in accordance with the procedures and time limits set out in Clause 16.05.01. of the Dispute Resolution Process.

- 21.03.01. The Union shall notify the Company of:
- a) its willingness to use a single arbitrator, or
 - b) its appointee to a three-person arbitration board, along with
 - c) the rationale for advancing the appeal to arbitration.
- 21.03.02. Selection of a single arbitrator or three-person board shall be in accordance with Clauses 16.05.04. through 16.05.11. inclusive.
- 21.03.03. Prior to the Arbitration hearing, the parties may prepare an agreed statement of facts for submission to the single arbitrator or arbitration board.
- 21.03.04. The single arbitrator or arbitration board shall hear the appeal and render a decision within forty (40) calendar days of the hearing. Written reasons for the decision shall be provided within sixty (60) calendar days of the hearing.
- 21.03.05. In the case of a three-person arbitration board, the decision of the majority is the award of the board. If there is no majority, the decision of the chairperson shall be the award of the arbitration board.
- 21.03.06. Once the award has been rendered, and should a change be warranted, the Company will implement the change in an expeditious manner.
- 21.03.07. The arbitration board, or the single arbitrator shall not alter, amend or vary any term or condition of this agreement. The arbitrator's authority is limited to allocating positions to existing streams and levels within the current job evaluation structure, as outlined in the Collective Agreement.
- 21.03.08. The arbitration board, or the single arbitrator, shall set their own procedure with respect to the hearing. The board or arbitrator may request the testimony of appropriate persons who have knowledge of the duties and responsibilities of the position, the position evaluation process and such written or other evidence as they may require.
- 21.03.09. Once the arbitration board or the single arbitrator has rendered a decision, an employee may not initiate another review of their position for twelve (12) months from the date of the arbitration award.
- 21.04. The mandatory time limits specified in this Article may be waived with the mutual consent of both parties.

22. Safety

The Union and the Company are committed to the health and safety of employees in accordance with the Occupational Health and Safety Act and the Company's Occupational Health and Safety Commitment. The parties agree to cooperate in the development, maintenance and promotion of a health and safety program to provide a healthy/safe and accident free work environment.

- 22.01. Employees shall report any unsafe conditions to their supervisor. If the unsafe condition is not corrected, then the employee should bring the unsafe condition to the attention of a safety representative. If the unsafe condition is still not corrected then the employee should bring it to the attention of the Union.

- 22.02. No employee shall operate any tool, appliance or equipment that will cause to exist an imminent danger or carry out any work where there exists or will cause to exist an imminent danger to the health and safety of that employee or any other employee present at the work site.

23. Health and Welfare Benefits

- * The Company will provide five (5) paid sick days on an annual basis to provisional status employees. These sick days shall be paid at one hundred (100) per cent of the employee's regular rate of pay.

24. Medical Evaluations

*

Employees who are required by the Company to undergo regular medical examinations as a result of the nature of their employment with the Company shall have the cost of such medical evaluations borne by the Company.

25. Jurisdictional Allocations

*

The Company shall advise the Union, prior to implementation, of the assignment of existing or new positions to management or out of scope where those positions may bear on the Union's jurisdiction. The parties mutually agree that the resolution of differences arising from the jurisdictional allocation of positions shall be processed in accordance with the consultative process outlined in Addendum V of this agreement. If, however, a jurisdictional difference is not resolved by the parties and the Union elects to refer the matter to a third party, the dispute shall be referred to the Labour Relations Board for a final and binding decision.

26. Part-Time Employees

*

All provisions of this Collective Agreement apply to permanent or temporary part-time employees except as modified below:

26.01. Hours of Work

Amend Clause 6.01.01. to read:

6.01.01. The standard hours of work for part-time employees shall be up to eight (8) hours per day and exclude an unpaid lunch period.

Amend Clause 6.01. to include:

6.01.10. Part-time shifts shall not be regularly scheduled to take the place of full-time shifts such that part-time employees supplant the requirement for full-time employees.

6.01.11. Part-time employees may be allowed to trade shifts with other part-time employees with prior management approval.

26.02. Overtime

Amend Clause 6.02.01. to read:

6.02.01. Part-time employees are not eligible for the overtime premium until they have completed the number of hours included in the scheduled hours of work established for the positions of full-time employees in the area.

Amend Clause 6.03.01.

6.03.01. Overtime shall normally be paid out to part-time employees on a bi-weekly basis as it is earned; however, with the prior approval of their management supervisor, part-time employees may be permitted to bank their earned overtime for the purposes of drawing on their bank when their average bi-weekly hours of work are reduced from what they have normally worked in a pay period. It is not intended that part-time employees would draw on any banked overtime to replace a shift for which they are scheduled to work.

26.03. Shift Differential

Amend Clause 6.07. to read:

6.07. Part-time employees shall not be eligible for shift differential for hours worked during part-time shifts. However, if a part-time employee is required to work a full-time shift to cover for a full-time employee who would normally have been eligible to receive shift differential, then the part-time employee shall be eligible for shift differential.

26.04. Weekend Work Premium

Amend Clause 6.08. to read:

6.08. Part-time employees shall not be eligible for the weekend work premium for hours worked during weekend shifts. However, if a part-time employee is required to cover a weekend shift for a full-time employee who would normally be eligible to receive the weekend work premium, then the part-time employee shall be paid this premium.

26.05. Wages

Amend Clause 7.01.01. to read:

7.01.01. Part-time employees shall be paid based on hourly rates of pay.

Part-time employees shall be paid every two (2) weeks.

Under no circumstances shall 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.

Amend Clause 7.01.02. to read:

7.01.02. Permanent part-time employees shall be eligible to progress from one step of the pay range assigned to their position to the next assigned pay step, based on satisfactory performance after working the equivalent number of straight time hours to meet the milestones outlined in these Articles for permanent full-time employees.

Amend Clause 7.01.04. to read:

7.01.04. A permanent part-time employee shall be considered to be applying for a promotion when applying for a permanent full-time position within the same pay range as the employee occupies on a permanent part-time basis. Such promotion shall not, however, entitle the employee to an increase in pay.

26.06. Statutory Holidays

Amend Clause 8.01. to read:

8.01. All part-time employees shall have their statutory holiday pay paid on a bi-weekly basis as a premium calculated at four point six (4.6) percent of their normal bi-weekly earnings. Should this premium payment of statutory holidays in any way violate the Employment Standards Code or disadvantage any employee(s), the parties shall meet to review this item and agree to another method of determining and paying for statutory holiday pay for part-time employees.

26.07. Annual Vacation Leave

Amend Clause 8.02. to read:

8.02. Annual Vacation Leave – The Annual Vacation Leave for part-time employees shall be paid out bi-weekly based on a percentage of the employee’s straight time bi-weekly pay as follows:

| | |
|------------------|---|
| On or after the: | Entitlement (% of straight-time pay) |
|------------------|---|

| | |
|---------------------------------------|-----|
| Date of hire | 6% |
| 7 th vacation anniversary | 8% |
| 16 th vacation anniversary | 10% |
| 22 nd vacation anniversary | 12% |

In addition, permanent part-time employees shall be entitled to time off as Leave Without Pay equivalent to their annual vacation leave consistent with the terms and conditions contained in the Collective Agreement.

In addition, permanent part-time employees shall be entitled to request time off as Leave Without Pay, equivalent to their annual vacation benefit and they shall be entitled to exercise any applicable seniority provisions as outlined below when scheduling such Leave Without Pay.

For the purposes of scheduling Leave Without Pay equivalent to their vacation benefit, part-time employees shall not have seniority over permanent full-time employees.

Leave Without Pay, equivalent to the employee's annual vacation benefit, shall be scheduled based on the part-time employee's seniority relative to the seniority of other part-time employees.

Note: The Article above references the sole vacation entitlements for part-time employees.

26.08. Employment

*

Amend Clause 9.01 to read:

9.01. The normal probationary period of new permanent part-time employees shall be the number of hours equivalent to six (6) months of full-time employment, with the Company reserving the right, in certain instances to extend this probationary period.

An employee should not suffer a loss of pay if it is necessary to extend their probationary period for reasons unrelated to their performance. When such an employee completes their probationary period, their pay increment shall be retroactive to the date the employee would normally have received their increment.

26.09. Health and Welfare Benefits

*

*

Amend Article 23 to read:

*

Article 23 Health and Welfare Benefits

* Permanent part-time employees shall be entitled to all of the EPCOR Benefits provided to permanent full-time employees. The premiums for Alberta Health Care, Dental, Extended Health Care, Life Insurance and Long Term Disability shall be the same as that described for permanent full-time employees in the EPCOR Advantage Benefits Booklet. Permanent part-time employees shall be entitled to Annual Flex Credits in accordance with the EPCOR *Advantage Benefits Plan Handbook*.

For the purposes of the Short Term Disability (STD) plan, permanent part-time employees shall be entitled to the same number of days as full-time employees (*one hundred and twenty (120) calendar days at one hundred (100) percent of the employee's regular rate of pay and sixty (60) calendar days at eighty (80) percent of the employee's regular rate of pay*). The amount of pay for each of those days shall be pro-rated and paid based on the terms and conditions outlined in the EPCOR *Advantage Benefits Plan Handbook*.

There shall be no retroactive payment or reimbursement of premiums or retroactive adjustments to benefits coverage for the STD, Long Term Disability (LTD) and Life Insurance plans for permanent part-time employees.

Errors and Omissions

The Company and the Union agree that this document shall accurately reflect all items agreed to during collective bargaining. However, errors or omissions that may be found in this agreement shall be rectified based on mutual agreement between the parties.

Signed this _____
2008

day of _____, A.D.

CIVIC SERVICE UNION 52

EPCOR Utilities Inc.

Mia Norrie

Scott Brattly

Waldo Ponce

Kathleen Beck

Brenda Fox

Mike MacBeath

Brent Bedard

Kathy Boulton

Jenien Rezunyk

Gary Martens

Jos den Adel

Kirstine Hull

Witnessed By:

Appendices

**

Appendix I, IA & IB Schedule of Wages – Annual General Wage Increases

The parties agree to a four (4) year term with the following General Wage Increases:

2007 – effective December 24, 2006 to December 22, 2007 – 4.75%

2008 – effective December 23, 2007 to December 20, 2008 – 5.00%

2009 – effective December 21, 2008 to December 26, 2009 – 5.25%

2010 – effective December 27, 2009 to December 25, 2010 – 5.25%

Appendix I – Hourly Rates

*

| Effective Date | Pay Grade | A* | B* | C | D | E | F | G |
|--|-----------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| 2007 (2006DEC24) | A1 | 6 mths \$15.49 | 9 mths \$16.09 | 1 year \$16.80 | 1 year \$17.54 | 1 year \$18.29 | 1 year \$19.13 | 1 year \$19.91 |
| Effective Date of Ratification (2007JUL22) | | 12 mths | 12 mths | 12 mths | 12 mths | 12 mths | 12 mths | 12 mths |
| 2007 (2007JUL22) | | \$17.04 | \$17.81 | \$18.60 | \$19.44 | \$20.31 | | |
| 2008 (2007DEC23) | | \$17.89 | \$18.70 | \$19.53 | \$20.41 | \$21.33 | | |
| 2009 (2008DEC21) | | \$18.83 | \$19.68 | \$20.56 | \$21.48 | \$22.45 | | |
| 2010 (2009DEC27) | | \$19.82 | \$20.71 | \$21.64 | \$22.61 | \$23.63 | | |
| 2007 (2006DEC24) | A2 | 6 mths \$16.80 | 9 mths \$17.55 | 1 year \$18.29 | 1 year \$19.13 | 1 year \$19.97 | 1 year \$20.85 | 1 year \$21.69 |
| Effective Date of Ratification (2007JUL22) | | 12 mths | 12 mths | 12 mths | 12 mths | 12 mths | 12 mths | 12 mths |
| 2007 (2007JUL22) | | \$18.55 | \$19.39 | \$20.26 | \$21.17 | \$22.12 | | |
| 2008 (2007DEC23) | | \$19.48 | \$20.36 | \$21.27 | \$22.23 | \$23.23 | | |
| 2009 (2008DEC21) | | \$20.50 | \$21.43 | \$22.39 | \$23.40 | \$24.45 | | |
| 2010 (2009DEC27) | | \$21.58 | \$22.56 | \$23.57 | \$24.63 | \$25.73 | | |
| 2007 (2006DEC24) | A3 | 6 mths \$17.55 | 9 mths \$18.29 | 1 year \$19.13 | 1 year \$19.97 | 1 year \$20.85 | 1 year \$21.98 | 1 year \$22.87 |
| Effective Date of Ratification (2007JUL22) | | 12 mths | 12 mths | 12 mths | 12 mths | 12 mths | 12 mths | 12 mths |
| 2007 (2007JUL22) | | \$19.93 | \$20.83 | \$21.78 | \$22.76 | \$23.79 | | |
| 2008 (2007DEC23) | | \$20.93 | \$21.87 | \$22.87 | \$23.90 | \$24.98 | | |
| 2009 (2008DEC21) | | \$22.03 | \$23.02 | \$24.07 | \$25.15 | \$26.29 | | |
| 2010 (2009DEC27) | | \$23.19 | \$24.23 | \$25.33 | \$26.47 | \$27.67 | | |
| 2007 (2006DEC24) | A4 | 6 mths \$19.97 | 9 mths \$20.85 | 1 year \$21.98 | 1 year \$22.90 | 1 year \$23.99 | 1 year \$25.06 | 1 year \$26.84 |
| Effective Date of Ratification (2007JUL22) | | 12 mths | 12 mths | 12 mths | 12 mths | 12 mths | 12 mths | 12 mths |
| 2007 (2007JUL22) | | \$22.52 | \$23.64 | \$24.83 | \$26.07 | \$27.37 | | |
| 2008 (2007DEC23) | | \$23.65 | \$24.82 | \$26.07 | \$27.37 | \$28.74 | | |
| 2009 (2008DEC21) | | \$24.89 | \$26.12 | \$27.44 | \$28.81 | \$30.25 | | |
| 2010 (2009DEC27) | | \$26.20 | \$27.49 | \$28.88 | \$30.32 | \$31.84 | | |

Note: Effective the date of ratification, Steps A through E will have 12-month increment progressions.

| Effective Date | Pay Grade | A* | B* | C | D | E | F | G |
|--|-----------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|---------|
| 2007 (2006DEC24) | T1 | 6 mths \$22.59 | 9 mths \$23.52 | 1 year \$24.58 | 1 year \$25.67 | 1 year \$26.73 | 1 year \$28.09 | 1 year |
| Effective Date of Ratification (2007JUL22) | | 12 mths | 12 mths | 12 mths | 12 mths | 12 mths | 12 mths | 12 mths |
| 2007 (2007JUL22) | | \$24.03 | \$25.11 | \$26.24 | \$27.42 | \$28.66 | | |
| 2008 (2007DEC23) | | \$25.23 | \$26.37 | \$27.55 | \$28.79 | \$30.09 | | |
| 2009 (2008DEC21) | | \$26.55 | \$27.75 | \$29.00 | \$30.30 | \$31.67 | | |
| 2010 (2009DEC27) | | \$27.94 | \$29.21 | \$30.52 | \$31.89 | \$33.33 | | |
| 2007 (2006DEC24) | T2 | 6 mths \$25.55 | 9 mths \$26.65 | 1 year \$28.02 | 1 year \$29.36 | 1 year \$30.60 | 1 year \$32.12 | 1 year |
| Effective Date of Ratification (2007JUL22) | | 12 mths | 12 mths | 12 mths | 12 mths | 12 mths | 12 mths | 12 mths |
| 2007 (2007JUL22) | | \$28.89 | \$30.19 | \$31.55 | \$32.98 | \$34.46 | | |
| 2008 (2007DEC23) | | \$30.33 | \$31.70 | \$33.13 | \$34.63 | \$36.18 | | |
| 2009 (2008DEC21) | | \$31.92 | \$33.36 | \$34.87 | \$36.45 | \$38.08 | | |
| 2010 (2009DEC27) | | \$33.60 | \$35.11 | \$36.70 | \$38.36 | \$40.08 | | |
| 2007 (2006DEC24) | T3 | 6 mths \$29.36 | 9 mths \$30.60 | 1 year \$32.12 | 1 year \$33.48 | 1 year \$35.02 | 1 year \$36.81 | 1 year |
| Effective Date of Ratification (2007JUL22) | | 12 mths | 12 mths | 12 mths | 12 mths | 12 mths | 12 mths | 12 mths |
| 2007 (2007JUL22) | | \$31.78 | \$33.22 | \$34.71 | \$36.27 | \$37.91 | | |
| 2008 (2007DEC23) | | \$33.37 | \$34.88 | \$36.45 | \$38.08 | \$39.81 | | |
| 2009 (2008DEC21) | | \$35.12 | \$36.71 | \$38.36 | \$40.08 | \$41.90 | | |
| 2010 (2009DEC27) | | \$36.96 | \$38.64 | \$40.37 | \$42.18 | \$44.10 | | |
| 2007 (2006DEC24) | T4 | 6 mths \$32.12 | 9 mths \$33.48 | 1 year \$35.01 | 1 year \$36.81 | 1 year \$38.59 | 1 year \$40.35 | 1 year |
| Effective Date of Ratification (2007JUL22) | | 12 mths | 12 mths | 12 mths | 12 mths | 12 mths | 12 mths | 12 mths |
| 2007 (2007JUL22) | | \$34.52 | \$36.07 | \$37.69 | \$39.39 | \$41.16 | | |
| 2008 (2007DEC23) | | \$36.25 | \$37.87 | \$39.57 | \$41.36 | \$43.22 | | |
| 2009 (2008DEC21) | | \$38.15 | \$39.86 | \$41.65 | \$43.53 | \$45.49 | | |
| 2010 (2009DEC27) | | \$40.15 | \$41.95 | \$43.84 | \$45.82 | \$47.88 | | |

Note: Effective the date of ratification, Steps A through E will have 12-month increment progressions.

| Effective Date | Pay Grade | A* | B* | C | D | E | F | G |
|--|-----------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|---------|
| 2007 (2006DEC24) | P1 | 6 mths \$27.66 | 9 mths \$28.96 | 1 year \$29.48 | 1 year \$31.26 | 1 year \$32.93 | 1 year \$34.57 | 1 year |
| Effective Date of Ratification (2007JUL22) | | 12 mths | 12 mths | 12 mths | 12 mths | 12 mths | 12 mths | 12 mths |
| 2007 (2007JUL22) | | \$29.56 | \$30.89 | \$32.28 | \$33.74 | \$35.26 | | |
| 2008 (2007DEC23) | | \$31.04 | \$32.43 | \$33.89 | \$35.43 | \$37.02 | | |
| 2009 (2008DEC21) | | \$32.67 | \$34.13 | \$35.67 | \$37.29 | \$38.96 | | |
| 2010 (2009DEC27) | | \$34.39 | \$35.92 | \$37.54 | \$39.25 | \$41.01 | | |
| 2007 (2006DEC24) | P2 | 6 mths \$29.62 | 9 mths \$31.16 | 1 year \$32.57 | 1 year \$34.15 | 1 year \$35.73 | 1 year \$37.31 | 1 year |
| Effective Date of Ratification (2007JUL22) | | 12 mths | 12 mths | 12 mths | 12 mths | 12 mths | 12 mths | 12 mths |
| 2007 (2007JUL22) | | \$32.23 | \$33.68 | \$35.20 | \$36.78 | \$38.43 | | |
| 2008 (2007DEC23) | | \$33.84 | \$35.36 | \$36.96 | \$38.62 | \$40.35 | | |
| 2009 (2008DEC21) | | \$35.62 | \$37.22 | \$38.90 | \$40.65 | \$42.47 | | |
| 2010 (2009DEC27) | | \$37.49 | \$39.17 | \$40.94 | \$42.78 | \$44.70 | | |
| 2007 (2006DEC24) | P3 | 6 mths \$32.57 | 9 mths \$34.15 | 1 year \$35.68 | 1 year \$37.34 | 1 year \$39.25 | 1 year \$41.10 | 1 year |
| Effective Date of Ratification (2007JUL22) | | 12 mths | 12 mths | 12 mths | 12 mths | 12 mths | 12 mths | 12 mths |
| 2007 (2007JUL22) | | \$35.15 | \$36.74 | \$38.39 | \$40.12 | \$41.92 | | |
| 2008 (2007DEC23) | | \$36.91 | \$38.58 | \$40.31 | \$42.13 | \$44.02 | | |
| 2009 (2008DEC21) | | \$38.85 | \$40.61 | \$42.43 | \$44.34 | \$46.33 | | |
| 2010 (2009DEC27) | | \$40.89 | \$42.74 | \$44.66 | \$46.67 | \$48.76 | | |
| 2007 (2006DEC24) | P4 | 6 mths \$36.38 | 9 mths \$38.24 | 1 year \$40.07 | 1 year \$41.93 | 1 year \$43.89 | 1 year \$45.94 | 1 year |
| Effective Date of Ratification (2007JUL22) | | 12 mths | 12 mths | 12 mths | 12 mths | 12 mths | 12 mths | 12 mths |
| 2007 (2007JUL22) | | \$39.30 | \$41.07 | \$42.92 | \$44.84 | \$46.87 | | |
| 2008 (2007DEC23) | | \$41.27 | \$43.12 | \$45.07 | \$47.08 | \$49.21 | | |
| 2009 (2008DEC21) | | \$43.44 | \$45.38 | \$47.44 | \$49.55 | \$51.79 | | |
| 2010 (2009DEC27) | | \$45.72 | \$47.76 | \$49.93 | \$52.15 | \$54.51 | | |

Note: Effective the date of ratification, Steps A through E will have 12-month increment progressions.

| Effective Date | Pay Grade | A* | B* | C | D | E | F | G |
|--|-----------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| 2007 (2006DEC24) | IT1 | 6 mths \$27.66 | 9 mths \$28.98 | 1 year \$29.48 | 1 year \$31.26 | 1 year \$32.93 | 1 year \$34.57 | 1 year \$35.95 |
| Effective Date of Ratification (2007JUL22) | | 12 mths | 12 mths | 12 mths | 12 mths | 12 mths | 12 mths | 12 mths |
| 2007 (2007JUL22) | | \$30.75 | \$32.14 | \$33.58 | \$35.09 | \$36.67 | | |
| 2008 (2007DEC23) | | \$32.29 | \$33.75 | \$35.26 | \$36.84 | \$38.50 | | |
| 2009 (2008DEC21) | | \$33.99 | \$35.52 | \$37.11 | \$38.77 | \$40.52 | | |
| 2010 (2009DEC27) | | \$35.77 | \$37.38 | \$39.06 | \$40.81 | \$42.65 | | |
| 2007 (2006DEC24) | IT2 | 6 mths \$31.16 | 9 mths \$32.57 | 1 year \$34.15 | 1 year \$35.68 | 1 year \$37.34 | 1 year \$39.25 | 1 year \$41.10 |
| Effective Date of Ratification (2007JUL22) | | 12 mths | 12 mths | 12 mths | 12 mths | 12 mths | 12 mths | 12 mths |
| 2007 (2007JUL22) | | \$35.15 | \$36.74 | \$38.39 | \$40.12 | \$41.92 | | |
| 2008 (2007DEC23) | | \$36.91 | \$38.58 | \$40.31 | \$42.13 | \$44.02 | | |
| 2009 (2008DEC21) | | \$38.85 | \$40.61 | \$42.43 | \$44.34 | \$46.33 | | |
| 2010 (2009DEC27) | | \$40.89 | \$42.74 | \$44.66 | \$46.67 | \$48.76 | | |
| 2007 (2006DEC24) | IT3 | 6 mths \$34.81 | 9 mths \$36.38 | 1 year \$38.24 | 1 year \$40.07 | 1 year \$41.93 | 1 year \$43.89 | 1 year \$45.94 |
| Effective Date of Ratification (2007JUL22) | | 12 mths | 12 mths | 12 mths | 12 mths | 12 mths | 12 mths | 12 mths |
| 2007 (2007JUL22) | | \$39.30 | \$41.07 | \$42.92 | \$44.84 | \$46.87 | | |
| 2008 (2007DEC23) | | \$41.27 | \$43.12 | \$45.07 | \$47.08 | \$49.21 | | |
| 2009 (2008DEC21) | | \$43.44 | \$45.38 | \$47.44 | \$49.55 | \$51.79 | | |
| 2010 (2009DEC27) | | \$45.72 | \$47.76 | \$49.93 | \$52.15 | \$54.51 | | |
| 2007 (2006DEC24) | IT4 | 6 mths \$36.38 | 9 mths \$38.24 | 1 year \$40.07 | 1 year \$41.93 | 1 year \$43.89 | 1 year \$45.94 | 1 year \$47.79 |
| Effective Date of Ratification (2007JUL22) | | 12 mths | 12 mths | 12 mths | 12 mths | 12 mths | 12 mths | 12 mths |
| 2007 (2007JUL22) | | \$40.87 | \$42.72 | \$44.63 | \$46.65 | \$48.74 | | |
| 2008 (2007DEC23) | | \$42.91 | \$44.86 | \$46.86 | \$48.98 | \$51.18 | | |
| 2009 (2008DEC21) | | \$45.16 | \$47.22 | \$49.32 | \$51.55 | \$53.87 | | |
| 2010 (2009DEC27) | | \$47.53 | \$49.70 | \$51.91 | \$54.26 | \$56.70 | | |

Note: Effective the date of ratification, Steps A through E will have 12-month increment progressions.

Appendix IA – Contact Centre

Hourly Rates

| Effective Date | Pay Grade | A* | B* | C | D | E | F | G | H | I | J | K |
|---|-------------|---------|---------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| | | 522 hrs | 522 hrs | 1044 hrs | 1044 hrs | 1044 hrs | 1044 hrs | 1044 hrs | 1044 hrs | 1044 hrs | 1044 hrs | 1044 hrs |
| 2007 (2006DEC24) Effective Date of Ratification (2007JUL22) | SCA3 | \$12.73 | \$15.90 | \$17.79 | \$18.37 | \$18.99 | \$19.58 | \$20.17 | \$20.78 | \$21.38 | \$21.96 | \$22.87 |
| 2007 (2007JUL22) | | \$18.21 | \$19.21 | \$20.27 | \$21.38 | \$22.55 | \$23.79 | | | | | |
| 2008 (2007DEC23) | | \$19.12 | \$20.17 | \$21.28 | \$22.45 | \$23.68 | \$24.98 | | | | | |
| 2009 (2008DEC21) | | \$20.12 | \$21.23 | \$22.40 | \$23.63 | \$24.92 | \$26.29 | | | | | |
| 2010 (2009DEC27) | | \$21.18 | \$22.34 | \$23.58 | \$24.87 | \$26.23 | \$27.67 | | | | | |
| | Pay Grade | A* | B* | C | D | E | F | G | | | | |
| | | 6 mths | 9 mths | 1 year | 1 year | 1 year | 1 year | 1 year | | | | |
| 2007 (2006DEC24) Effective Date of Ratification (2007JUL22) | SAA4 | \$19.65 | \$20.51 | \$21.62 | \$22.53 | \$23.60 | \$24.66 | \$26.41 | | | | |
| 2007 (2007JUL22) | | \$21.96 | \$22.94 | \$23.98 | \$25.06 | \$26.19 | \$27.37 | | | | | |
| 2008 (2007DEC23) | | \$23.06 | \$24.09 | \$25.18 | \$26.31 | \$27.50 | \$28.74 | | | | | |
| 2009 (2008DEC21) | | \$24.27 | \$25.35 | \$26.50 | \$27.69 | \$28.94 | \$30.25 | | | | | |
| 2010 (2009DEC27) | | \$25.54 | \$26.68 | \$27.89 | \$29.14 | \$30.46 | \$31.84 | | | | | |

Note: Part Time employees will progress based on hours worked.

Appendix IA – Contact Centre

Hourly Rates for the: Developmental Phase

| Effective Date | Pay Grade | A* | B* |
|---------------------------------------|-------------|-------------------------|--------------------------|
| SCA3 Training Schedule (new hires) | | Training Period | On-The-Job Period |
| 2007 (2006DEC24) | SCA3 | Up to 3 mths \$12.73 | Up to 520 hrs \$15.90 |
| 2007 (2007JUL22) | | \$16.51 | \$17.34 |
| 2008 (2007DEC23) | | \$17.34 | \$18.21 |
| 2009 (2008DEC21) | | \$18.25 | \$19.16 |
| 2010 (2009DEC27) | | \$19.21 | \$20.17 |

**Appendix IB – 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 |
| 2007 (2006DEC24) | ENCO | \$20.11 | \$21.13 | \$22.18 | \$23.30 | \$24.46 |
| 2008 (2007DEC23) | | \$22.39 | \$23.39 | \$24.44 | \$25.55 | \$26.69 |
| 2009 (2008DEC21) | | \$23.57 | \$24.62 | \$25.72 | \$26.89 | \$28.09 |
| 2010 (2009DEC27) | | \$24.81 | \$25.91 | \$27.07 | \$28.30 | \$29.56 |
| 2007 (2006DEC24) | BUCO | \$20.11 | \$21.13 | \$22.18 | | |
| 2008 (2007DEC23) | | \$22.74 | \$23.76 | \$24.83 | | |
| 2009 (2008DEC21) | | \$23.93 | \$25.01 | \$26.13 | | |
| 2010 (2009DEC27) | | \$25.19 | \$26.32 | \$27.50 | | |
| 2007 (2006DEC24) | SEP | \$13.94 | \$15.49 | | | |
| 2008 (2007DEC23) | | n/a | n/a | | | |
| 2009 (2008DEC21) | | n/a | n/a | | | |
| 2010 (2009DEC27) | | n/a | n/a | | | |
| 2007 (2006DEC24) | SEP-A | \$14.64 | | | | |
| 2008 (2007DEC23) | | \$16.11 | | | | |
| 2009 (2008DEC21) | | \$16.96 | | | | |
| 2010 (2009DEC27) | | \$17.85 | | | | |
| 2007 (2006DEC24) | SEP-T | \$20.35 | | | | |
| 2008 (2007DEC23) | | \$22.39 | | | | |
| 2009 (2008DEC21) | | \$23.57 | | | | |
| 2010 (2009DEC27) | | \$24.81 | | | | |
| 2007 (2006DEC24) | SEP-P | \$20.68 | | | | |
| 2008 (2007DEC23) | | \$22.74 | | | | |
| 2009 (2008DEC21) | | \$23.93 | | | | |
| 2010 (2009DEC27) | | \$25.19 | | | | |
| 2007 (2006DEC24) | SEP-IT | \$20.55 | | | | |
| 2008 (2007DEC23) | | \$22.61 | | | | |
| 2009 (2008DEC21) | | \$23.80 | | | | |
| 2010 (2009DEC27) | | \$25.05 | | | | |

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) |
| Addendum III: | Compressed Hours of Work |
| Addendum IV | Provisions Applicable to Service Consultants (Previous Class Code 0155) |
| Addendum V | Jurisdictional Allocations |

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)**

The following provisions shall apply to those employees of EPCOR Water Services Inc. engaged in a compressed work week program.

Unless otherwise specified, Clauses contained in the Main Agreement shall continue to apply. Clauses in this Addendum which have the same numerical designation as Clauses in the Main Agreement shall supersede those Clauses of the Main Agreement. Where conflict or differences exist between the Clauses contained in the main portion of the Collective Agreement, the specified provisions contained in this Addendum shall prevail in respect of employees engaged in this compressed hours of work program.

6. Working Conditions

6.01. Hours of Work

- 6.01.01. Employees engaged in the compressed hours of work program shall have a shift schedule that 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 as set out in the existing shift schedule. The average daily hours of work times five (5) for such employees shall equal forty (40) hours per week and/or eighty hours per pay period over the duration of the shift rotation.
- 6.01.02. There shall be a minimum twelve (12) hours interval between the completion of one shift and the commencement time of the next shift assigned to an employee. In the event that an employee is scheduled or rescheduled to work a shift which does not allow for the minimum twelve (12) hour interval, they shall receive the regular rate of pay for each hour of the first shift worked and shall receive the overtime premium for each hour of the next shift worked.

6.01.03. Where relief personnel are required, their average daily hours of work times five (5) shall equal forty (40) hours, provided, however, that they are notified eight (8) hours in advance of any change to those shifts for which they have been scheduled to work. Such employees must receive at least eight (8) hours off between shifts. In the event that any of the foregoing conditions are not met, the employee shall receive overtime pay for the first shift worked.

6.02. Overtime Work

6.02.01. Relief personnel shall be eligible to receive overtime pay for those hours worked in excess of eight-four (84) bi-weekly per pay period. Other schedule adjustments may be required from time to time to maintain an average work week of forty (40) hours.

6.05. Pay for Work on Statutory Holidays

6.05.06. The premium rates of pay specified in the Main Agreement shall be paid only to those employees who work on the actual calendar day as established by legislation. An employee who commences his shift before or during the statutory holiday shall be paid the premium rate for only those actual hours which fall during the statutory holiday.

6.07. Shift Differential

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

7. Remuneration

7.01. Wages

7.01.01. Employees shall be paid based on the rates of pay contained in Appendix I – Wage Schedule. When an employee ceases to participate in this compressed work week program, the Company shall compare the hours which an employee worked with the wages and shall either pay the employee for hours worked for which they have not been paid, or shall deduct from monies owing to the employee for hours not worked for which they were paid, as the case may be.

8. Fringe Benefits

8.01. Statutory Holidays

8.01.05. Pay for a statutory holiday or day off with pay in lieu of a statutory holiday shall be equal to the monetary or time equivalent of seven point five (7.5) or eight (8) hours' work as applicable, except that in the case of employees who are working extended hours, where the majority of shifts worked in the pay period are longer than seven point five (7.5) or eight (8) hours', the employee will be paid a monetary amount equal to the length of the majority of working shifts in the pay period.

8.02. Annual Vacation

8.02.20. Employees who work a minimum of seventy-five (75) twelve (12) hour shifts in the previous calendar year shall be eligible for additional vacation credits to compensate them for the time they spend at work at shift exchange time. The extra vacation *credits* shall be *forty (40) hours*.

8.08. Vacation leave and sick leave usage shall be administered on an hourly basis in conjunction with the shift schedule.

31. Reversion to the Eight Hour Per Day Schedule

Either of the parties may decide at any time to revert from the compressed work week program by providing a minimum of one (1) month's notice in writing to the other party. However, the parties agree that, in the event that either party decides to revert from the compressed work week program, they shall meet prior to the reversion to discuss the most expedient schedules for reversion. In the event of reversion, premiums which may normally have been payable as a result of reverting to the straight eight (8) hours per day schedule shall not be paid.

Addendum II

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

The following provisions shall apply to those employees of EPCOR Distribution & Transmission Inc. engaged in a compressed work week program.

Unless otherwise specified, Clauses contained in the Main Agreement shall continue to apply. Clauses in this Addendum which have the same numerical designation as Clauses in the Main Agreement shall supersede those Clauses of the Main Agreement. Where conflict or differences exist between the Clauses contained in the main portion of the Collective Agreement, the specified provisions contained in this Addendum shall prevail in respect of employees engaged in this compressed hours of work program.

6. Working Conditions

6.01. Hours of Work

- 6.01.01 Employees engaged in the compressed hours of work program shall have a shift schedule that 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 as set out in the existing shift schedule. The average daily hours of work times five (5) for such employees shall equal forty (40) hours per week and/or eighty hours per pay period over the duration of the shift rotation.
- 6.01.02. There shall be a minimum twelve (12) hours interval between the completion of one shift and the commencement time of the next shift assigned to an employee. In the event that an employee is scheduled or rescheduled to work a shift which does not allow for the minimum twelve (12) hour interval, they shall receive the regular rate of pay for each hour of the first shift worked and shall receive the overtime premium for each hour of the next shift worked.
- 6.01.03. Where relief personnel are required, their average daily hours of work times five (5) shall equal forty (40) hours, provided, however, that they are notified eight (8) hours in advance of any change to those shifts for which they have been scheduled to work. Such employees must receive at least eight (8) hours off between shifts. In the event that any of the foregoing conditions are not met, the employee shall receive overtime pay for the first shift worked. The eight (8) hour notification period shall not be applicable to part-time employees who volunteer for unscheduled shifts.
- 6.01.04. Shift trades which would result in an employee working in excess of sixteen (16) consecutive hours will not be permitted. Where relief personnel are provided, they shall work any ten (10) shifts in a pay period, provided however, that they are notified eight (8) hours in advance of any change to those shifts for which they have been scheduled to work in that pay period, and in no case shall they work more than two (2) shifts in any twenty-four (24) hour period and must receive at least eight (8) hours off between shifts. In the event that any of the foregoing conditions are not met, the employee shall receive overtime pay for the first shift worked.

6.01.10. Where relief personnel are provided, they shall work any ten (10) shifts in a pay period, provided however, that they are notified eight (8) hours in advance of any change to those shifts for which they have been scheduled to work in that pay period, and in no case shall they work more than two (2) shifts in any twenty-four (24) hour period and must receive at least eight (8) hours off between shifts. In the event that any of the foregoing conditions are not met, the employee shall receive overtime pay for the first shift worked.

6.02. Overtime Work

6.02.01. Relief personnel shall be eligible to receive overtime pay for those hours worked in excess of eighty-four (84) bi-weekly per pay period. Other schedule adjustments may be required from time to time to maintain an average work week of forty (40) hours.

6.05. Pay for Work on Statutory Holidays

6.05.06. The premium rates of pay specified in the Main Agreement shall be paid only to those employees who work on the actual calendar day as established by legislation. An employee who commences his shift before or during the statutory holiday shall be paid the premium rate for only those actual hours which fall during the statutory holiday.

6.07. Shift Differential

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

7. Remuneration

7.01. Wages

7.01.01. Employees shall be paid based on the rates of pay contained in Appendix I – Wage Schedule. When an employee ceases to participate in this compressed work week program, the Company shall compare the hours which an employee worked with the wages and shall either pay the employee for hours worked for which they have not been paid, or shall deduct from monies owing to the employee for hours not worked for which they were paid, as the case may be.

8. Fringe Benefits

8.01. Statutory Holidays

8.01.05. *Pay for a statutory holiday or day off with pay in lieu of a statutory holiday shall be equal to the monetary or time equivalent of seven point five (7.5) or eight (8) hours' work as applicable, except that in the case of employees who are working extended hours, where the majority of shifts worked in the pay period are longer than seven point five (7.5) or eight (8) hours', the employee will be paid a monetary amount equal to the length of the majority of working shifts in the pay period.*

8.02. Annual Vacation

8.02.20. *Employees who work a minimum of seventy-five (75) twelve (12) hour shifts in the previous calendar year shall be eligible for additional vacation credits to compensate them for the time they spend at work at shift exchange time. The extra vacation credits shall be forty (40) hours.*

8.08. Vacation leave and sick leave usage shall be administered on an hourly basis in conjunction with the shift schedule.

31. Reversion to the Eight Hour Per Day Schedule

Either of the parties may decide at any time to revert from the compressed work week program by providing a minimum of one (1) month's notice in writing to the other party. However, the parties agree that, in the event that either party decides to revert from the compressed work week program, they shall meet prior to the reversion to discuss the most expedient schedules for reversion. In the event of reversion, premiums which may normally have been payable as a result of reverting to the straight eight (8) hours per day schedule shall not be paid.

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 IV

Provisions Applicable to Service Consultants

*

All provisions of this Collective Agreement apply to employees in the Service Consultant position who work in EPCOR Energy Services except as modified in this addendum. Provisions contained in this addendum are intended to modify the main body of the Collective Agreement for full-time employees or Article 26 for part-time employees as applicable.

*Replace Clause 6.01. and Article 26 with the following:

6.01. Hours of Work

- 6.01.01. The standard hours of work for full-time employees under this agreement shall be eight (8) hours per day, and exclude an unpaid lunch period of up to one (1) hour.

The standard hours of work for part-time employees shall be up to eight (8) hours per day and exclude an unpaid lunch period of up to one (1) hour.

Part-time employees shall not be regularly scheduled to take the place of full-time shifts such that part-time employees supplant the requirement for full-time employees.

- 6.01.02. Employees who are engaged in work required to be done each and every day of the week and who work in relays with regular changes of hours of work from day to evening, evening to night, night to day, or as the case may be, shall work the assigned daily hours not to exceed eight (8) hours, excluding time for lunch each day, for five (5) days per week, except that on changing hours of work an employee might be required to work six (6) days in that week in which the change of hours of work takes place. In this event, they shall be allowed a day off during the regular hours of work rotation to compensate for the off day missed due to the change.
- 6.01.03. Hours of work may be established between 07:00 and 01:00 hours; and 23:00 and 09:00 hours. Where an employee's regular hours of work commence after 10:00 hours, but before 15:00 hours, the Company shall notify the Union in writing.
- 6.01.04. Those hours of work established between 15:00 and 01:00 hours and between 23:00 and 09:00 hours shall consist of a maximum of eight (8) hours' duration, including time for lunch.
- 6.01.05. An employee's regular hours of work may be changed to meet emergent situations with twenty-four (24) hours' notice prior to such change, and the employee will receive overtime for the first change unless they have received a minimum of twelve (12) hours off duty.

6.01.06. Shift schedules for Employees Working in the *Contact Centre(s)*
*

Shift assignment is based on the employee's preference, then performance, and then seniority. Employees will have the ability to identify two preferences for their start time. Each preference must be for a two-hour block of time. The two preferred blocks of time can not overlap. Employees will be permitted to change their preferences every six weeks.

Hours of work schedules shall be posted and maintained in a prominent place readily available to affected employees.

Shift schedules will be posted three (3) weeks in advance of the scheduled shift. Changes to the posted shift schedule made within seven (7) working days will not result in overtime pursuant to Clause 6.02.

Employees will have the ability to trade shifts, subject to Management approval.

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 shall receive a shift differential of one dollar and *ninety* cents (\$1.90) per hour for all hours worked between such hours. Employees shall not be eligible for shift differential for applicable hours worked at premium rates except that employees shall be eligible for shift differential for applicable hours worked on statutory holidays.

*Replace Clause 6.08 and Clause 26.04 with the following:

6.8. Weekend Premium

- * Those employees in the Service Consultant position shall not be eligible for Weekend Work Premium.

*Replace Clause 7.01.01, Clause 7.01.02 and Clause 26.05 with the following:

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

Under no circumstances shall 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 shall be paid every two (2) weeks.

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

7.01.02.01. 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-two (522) regular hours worked for part-time employees.

An employee in the training period shall 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 shall 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 pursuant to Article 9.

7.01.02.02. Qualified Phase

*

“Qualified Phase” means a period of at least twenty-four (24) months duration for full-time employees or four thousand one hundred and seventy-six (4176) 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. 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 based on individual performance and merit, employees may receive:

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

7.1.2.3. 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

7.01.03 *A new employee may be hired into the Qualified Phase or the Advanced Phase if, such*
***employees possess 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 (2088) 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; 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 pursuant to Article 9.

7.01.04. A permanent part-time employee shall 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. Such promotion shall not,
however, entitle the employee to an increase in pay.

Provisions Applicable to Service Consultants (Previous Class Code 0155)

Amend Clause 8.02.07 to read:

8.02.07. Those employees in the Service Consultant positions may, for the months of July and
* August, have their vacation leave entitlement limited to two (2) weeks of vacation
leave. Outside of this period an employee shall receive their annual vacation leave
entitlement in any year, in an unbroken period, unless otherwise mutually agreed upon
by the employee and the Company.

*Replace Article 9 and Clause 26.08 with the following:

9. Employment

9.01. A new employee who is working in the Training Period of their position will be hired as a Temporary Employee. The duration of the temporary appointment shall not exceed three (3) months after the date of hire. During the Training Period, the employee will be evaluated based on entry level criteria as established by the company. New employees who do not meet the requirements of service during the Training Period may be terminated at any time. Such termination shall not be subject to Article 16 of this Collective Agreement.

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 shall be:

- Four (4) months for full-time employees; or
- Six hundred and ninety-six (696) regular hours worked for part-time employees.

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

9.03. Under extenuating circumstances, the Union and the Company may mutually agree to extend the employee's probationary period.

9.03.01. An employee should not suffer a loss of pay if it is necessary to extend their probationary period for reasons unrelated to their performance. When such an employee completes their probationary period, their pay increment shall be retroactive to the date the employee would normally have received their increment.

9.03.02. In the event that the normal probationary period is extended, the employee and the Union shall be advised of the Company's reasons. The affected employee shall receive a copy of their written performance appraisal should they so request.

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 CEO (or their designate – *the Director of Labour Relations*) level of the grievance procedure.

Amend Clause 19.01. to read:

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.

26. Part-Time Employees

*

* Article 26 of this Collective Agreement is modified by any provisions in this addendum that are applicable to part-time employees who work in Service Consultant positions.

Appendix IA – Contact Centre

*Wage Schedule for Service Consultants working in EPCOR Energy Services

Hourly Rates

| Effective Date | Pay Grade | A* | B* | C | D | E | F | G | H | I | J | K |
|--|-------------|---------|---------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| | | 522 hrs | 522 hrs | 1044 hrs | 1044 hrs | 1044 hrs | 1044 hrs | 1044 hrs | 1044 hrs | 1044 hrs | 1044 hrs | 1044 hrs |
| 2007 (2006DEC24) | SCA3 | \$12.73 | \$15.90 | \$17.79 | \$18.37 | \$18.99 | \$19.58 | \$20.17 | \$20.78 | \$21.38 | \$21.96 | \$22.87 |
| Effective Date of Ratification (July 22, 2007) | | 12 mths | 12 mths | 12 mths | 12 mths | 12 mths | 12 mths | | | | | |
| 2007 (2007JUL22) | | \$18.21 | \$19.21 | \$20.27 | \$21.38 | \$22.55 | \$23.79 | | | | | |
| 2008 (2007DEC23) | | \$19.12 | \$20.17 | \$21.28 | \$22.45 | \$23.68 | \$24.98 | | | | | |
| 2009 (2008DEC21) | | \$20.12 | \$21.23 | \$22.40 | \$23.63 | \$24.92 | \$26.29 | | | | | |
| 2010 (2009DEC27) | | \$21.18 | \$22.34 | \$23.58 | \$24.87 | \$26.23 | \$27.67 | | | | | |

Appendix IA - Contact Centre

Hourly Rates

| Effective Date | Pay Grade | A* | B* | C | D | E | F | G |
|--|-------------|---------|---------|---------|---------|---------|---------|---------|
| | | 6 mths | 9 mths | 1 year | 1 year | 1 year | 1 year | 1 year |
| 2007 (2006DEC24) | SAA4 | \$19.65 | \$20.51 | \$21.62 | \$22.53 | \$23.60 | \$24.66 | \$26.41 |
| Effective Date of Ratification (July 22, 2007) | | 12 mths | 12 mths | 12 mths | 12 mths | 12 mths | 12 mths | |
| 2007 (2007JUL22) | | \$21.96 | \$22.94 | \$23.98 | \$25.06 | \$26.19 | \$27.37 | |
| 2008 (2007DEC23) | | \$23.06 | \$24.09 | \$25.18 | \$26.31 | \$27.50 | \$28.74 | |
| 2009 (2008DEC21) | | \$24.27 | \$25.35 | \$26.50 | \$27.69 | \$28.94 | \$30.25 | |
| 2010 (2009DEC27) | | \$25.54 | \$26.68 | \$27.89 | \$29.14 | \$30.46 | \$31.84 | |

Note: Part Time employees will progress based on hours worked.

Note: See Article 7 of Addendum IV regarding administration of the Wage Schedule

Appendix IA - Contact Centre

Hourly Rates for the: Developmental Phase

| Effective Date | Pay Grade | A* | B* |
|---------------------------------------|-------------|---------------------------------|------------------------------------|
| SCA3 Training Schedule (new hires) | | Training Period Up to 3 mths | On-The-Job Period Up to 520 hrs |
| 2007 (2006DEC24) | SCA3 | \$12.73 | \$15.90 |
| 2007 (2007JUL22) | | \$16.51 | \$17.34 |
| 2008 (2007DEC23) | | \$17.34 | \$18.21 |
| 2009 (2008DEC21) | | \$18.25 | \$19.16 |
| 2010 (2009DEC27) | | \$19.21 | \$20.17 |

Addendum V

Jurisdictional Allocations

The parties agree that disputes regarding the jurisdictional allocation of positions will be processed in accordance with the following procedure. If however, a jurisdictional dispute is not resolved by the parties and the Union elects to refer the matter to a third party, the dispute will be referred to the Alberta Labour Relations Board.

A. Management Initiated Reviews

1. Where the Company is of the view that the work being performed in a position allocated to CSU 52 is properly out of the scope of the bargaining unit certificate or is covered by another certificate, it will contact the Union to arrange a meeting to discuss the issue before any action is taken. During the meeting the Company will share relevant information concerning the basis for the exclusion from the bargaining unit.
2. If the Company is of the view that the work being performed in a position allocated to CSU 52 should properly fall within the jurisdiction of another bargaining unit, then the Company will invite the Union certified to represent that unit to the meeting with CSU 52 as described in paragraph one.

B. Union Initiated Reviews

Problem Solving Phase

1. Where the Union has identified a position for review, the Union will advise the Director of Employee Relations, Disability Management & Safety, and any other appropriate Union, in writing that they have a jurisdictional issue with respect to the work being performed.
2. Within twenty-one (21) calendar days of receiving the request the Company will provide job information related to the job under review to the Union.
3. Within fourteen (14) calendar days of receiving the job information, the Union will advise the Company if further review is necessary or if there are concerns with the jurisdiction of the position.

Consultation Phase

1. Within sixty (60) calendar days of the Union advising the Company that they take issue with the jurisdiction of the position, the Company will convene a meeting to allow both parties to explore the issues and provide a rationale for the action taken. During this review the parties will review the position against agreed to criteria.
2. The Union will respond within fourteen (14) calendar days from the meeting, concluding the review, or advising the Company of the challenge to the jurisdiction.
3. If the Union wishes to maintain a challenge to the jurisdiction of the position, then the parties may agree to a joint audit of the position within a time frame that allows for the incumbent to have worked for a reasonable period of time with these duties and responsibilities.

Formal Review

1. Within fourteen (14) calendar days of performing the joint audit, the Union shall provide written notice to the Company if they still challenge the jurisdiction of the position. The Union shall provide rationale for advancing the challenge.
2. Within fourteen (14) calendar days of receiving the Union's written request for a formal review the Company will respond in writing to the notice including their rationale for why the position should be excluded from the bargaining unit.
3. If the Union does not accept the response of the Company, they may make application to the Alberta Labour Relations Board for a determination of appropriate jurisdiction of the position.

C. Inclusions

1. Those positions and employees who the parties agree should be included in the bargaining unit may be transferred into the Union's jurisdiction, subject to negotiations between the parties:
 - a) The employee shall be awarded seniority status based upon their length of unbroken full-time service in that position, and
 - b) Shall have their previous unbroken full-time service in positions within the jurisdiction of the Union applied to their seniority status, provided that such unbroken service occurred immediately prior to the employee being assigned to their current position, and
 - c) Shall, upon entering the Union's jurisdiction, be subject to all the terms and conditions of the Collective Agreement, and
 - d) When an employee transfers into a position within the Union, all of the individual circumstances and relevant information shall be considered and reviewed by the parties. It is understood that once the parties review this information they will negotiate an appropriate rate of pay and effective date for an incumbent to transfer into the Union jurisdiction. Any other terms and conditions or understandings that may be required will also be negotiated between the parties at this time.
 - e) The Company shall commence the deduction of Union dues on behalf of such employees in the pay period immediately following their transfer into the Union's jurisdiction.
 - f) Positions will be reviewed and allocated in accordance with the Company's Position Evaluation program.
2. In rare instances where it is practical that the employee remain outside the Union's bargaining unit, the Union may agree to exclude the employee. The duration of this exemption from the unit will be no more than twenty-four (24) months. The parties will negotiate how and when Union dues will be forwarded.

D. Exclusions

1. Those positions and employees who the parties agree should be excluded from the bargaining unit may be transferred out of the Union's jurisdiction, subject to the following negotiations between the parties:
 - a) When an employee transfers into a position out of the scope of the Union's jurisdiction, all of the individual circumstances and relevant information shall be considered and reviewed by the parties. It is understood that once the parties review this information they will negotiate an appropriate effective date for the incumbent to transfer out of the Union's jurisdiction. Any other terms and conditions or understandings that may be required will also be negotiated between the parties at this time.
 - b) The Company shall stop the deduction of Union dues on behalf of such employee in the pay period immediately following their transfer out of the Union's jurisdiction.
 - c) In the rare instance that the employee remains in the Union's bargaining unit, the Company may agree to include the employee in the Union's bargaining unit for no more than twenty-four (24) months.
 - d) In the rare instance that a permanent employee is excluded from the Union's bargaining unit and returns to the Union's bargaining unit within a twelve (12) month period of time from the exclusion, the employee's seniority shall be deemed uninterrupted in accordance with Clause 13.04. of this Collective Agreement.
 - e) When an employee is in a position that is deemed to be excluded from the Union's bargaining unit the exclusion will not be deemed a "layoff", therefore the incumbent will not be eligible to exercise any terms and conditions outlined in Article 11.

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.

- I. Flexible Hours of Work**
- II. Work Experience Programs**
- III. Summer and Temporary Employment Rates of Pay**
- IV. Scope**
- 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**
- 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)***
- XV. *Engineering & Business Co-op Students (**New)***

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 shall be consistent with Clause 6.01.02.
- 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 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 seventy-five (75) or eighty (80) hours of work bi-weekly.
- * c) Extended 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 such employees shall 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 shall 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 shall 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. Such 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 is 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 such 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 II – Work Experience Programs

1. It is mutually agreed by the parties, that the Company may participate in the following Work Experience/Education 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 III – 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 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 shall be limited to the Calgary *Contact* Centre and shall make the appropriate changes to the certification at the Labour Relations Board during the term of this agreement.

Letter V – Out of Town - Travel & Expenses

*

In the spirit of partnership and in order to foster the growth of new business opportunities for the Company, it is mutually agreed and understood by the parties that the following terms and conditions shall apply to Out of Town work situations:

1. Employees required to work and/or travel out of town for a duration up to and greater than one (1) day and one (1) night, who have been authorized and 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. In the rare instance that 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 who 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 Supervisor.

2. Employees required to work and/or travel out of town for greater than one (1) day and one (1) night who have not been authorized and assigned the use of an EPCOR “P” Card for business expenses shall have the option to:

- a) Be reimbursed for all travel, accommodation and meal expenses as per the EPCOR policy;
OR

- * b) Choose to be paid a daily living allowance (per diem) of one hundred and *fifty* dollars (\$150.00) to cover expenses related to daily meals (*sixty* dollars - \$60.00) and accommodation (*ninety* dollars - \$90.00). Such allowance would be advanced to employees prior to their out of town work assignment. It should be noted that this per diem amount is inclusive of any applicable Provincial Sales Tax (P.S.T.).

It should be noted that the Company may have billing arrangements for employee’s out of town accommodations. In these instances, employees would be eligible for a per diem related only to daily meal expenses (*sixty* dollars - \$60.00 per day).

- c) Employees who have not been authorized and assigned an EPCOR “P” Card must choose either option 2a) or 2b) prior to the Out of Town Work occurring.
 - d) Employees who have not been authorized and assigned an EPCOR “P” card who are working or traveling out of town for Company business with an employee who is assigned an EPCOR “P” card will have some or all of their travel, accommodations, meals and business expenses paid for by the permanent employee with the EPCOR “P” card, as directed by their Supervisor. If their travel, accommodations and meal expenses are paid for on a permanent employee’s EPCOR “P” card then the employee will not be eligible for the options outlined in 2a) and 2b) above.
3. Employees who are required to work and travel out of town for less than one (1) day and one (1) night and who have not been authorized and assigned an EPCOR “P” Card, shall be reimbursed for all travel, accommodation and meal expenses as per EPCOR policy.
 4. Employees required to work and/or travel out of town for greater than one (1) day and one (1) night shall have the option to receive an advance to cover estimated travel expenses.

- * 5. In the rare instance where employees have chosen option 2.b) and they incur legitimate accommodation and meal expenses in excess of the one hundred and *fifty* dollars (\$150.00) per diem; employees shall submit bills/receipts to their management supervisor for review and authorization.
- 6. 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.
- 7. Should the Company be successful in attaining Out of Town contracts of a longer duration [in excess of fourteen (14) calendar days], the parties shall meet and discuss the issues arising from this Out of Town Work and determine and agree to terms and conditions for this Out of Town Work.
- 8. 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), petty cash / expense claim reimbursement with appropriate receipts, or a cash float to the employee in charge of the Out of Town Project.
- 9. Should there be any discrepancies or issues with respect to the implementation of these provisions the parties agree to meet to review and resolve these items.
- 10. All out of town business travel and expense claims made by employees will be submitted, processed and authorized consistent with the existing EPCOR "P" card policy and / or all other applicable EPCOR financial policies.

Additionally, if an employee is given an advance by EPCOR for out of town business travel or expenses, it is expected that the employee will submit an EPCOR expense claim as soon as possible following the out of town work. The Company will undertake to reclaim monies that are owed by the employee.

- ** 11. *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).*
- ** 12. *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.*
- ** 13. *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.*
- ** 14. *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.*

Letter VI – Out of Town Work – External Contracts

*

The parties mutually agreed to the following shared interests and understandings regarding Out-of-Town Work / External Contracts involving CSU 52 members.

1. The Company shall meet with employees impacted by out-of-town / external contracts on a case-by-case basis prior to the actual work being done.
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 Employee Relations.
3. The purpose of these meetings are as follows:
 - a) to maintain the flexibility to establish work / travel arrangements that best address the needs of each out-of-town external contract / assignment;
 - b) to reach agreements that are “good for the employee (people) and good for the Company (business)”;
 - c) 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 / external contract based on mutual agreement between the Company and the affected employees;
 - d) to work out travel time and hours of work arrangements before the out-of-town / external contract begins;
 - e) 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 / external contract work.

Additionally, it is further understood by the parties that the following principles shall guide discussions and decisions in these work plan meetings:

*

- To maximize business travel during regular hours of work and minimize travel time at premium rates or on an employee's off days.
- 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 / external contract 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 / external contract.)
- To reconsider work plan arrangements if the work requirements change significantly once the out-of-town / external contract work begins. The employee designated to take leadership for the particular out-of-town / external contract 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.
- To default to the provisions of the main body of this Collective Agreement if agreement between the Company and affected employees is not achieved for a certain out-of-town / external contract assignment.
- Should the Company be successful in attaining out-of-town / external contracts of a longer duration [in excess of fourteen (14) calendar days], the parties shall meet and discuss the issues arising from this out-of-town / external contract work and determine and agree to terms and conditions for this out-of-town / external contract work.



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 | | | | | | | | |

Work Plan: _____

Comments: _____

Addendum Attached: Yes No

Agreed by Workers Involved:

| NAME | POSITION | PARTICIPANT (YES/NO) | SIGNATURE |
|------|----------|----------------------|-----------|
| | | | |
| | | | |
| | | | |

_____ Date

_____ Approved by:
 Manager/or Management Supervisor

Cc: Business Agent - CSU 52
 EPCOR Human Resources - Employee Relations

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 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*

Letter VIII – Lump Sum Payments for Employees Red-Circled as a Result of HAY Implementation

*

The parties agree as follows:

1. This Letter of Understanding shall only apply to employees who:
 - a) are red-circled as a result of the implementation of the HAY Job Evaluation System or
 - b) were previously red-circled and will be over-range by a larger amount than they were prior to the implementation of the HAY Job Evaluation System.
2. The names of employees that this letter of understanding applies to will be cited in a confidential document, reviewed and signed by the parties, and containing the following information:
 - a) The employee’s payroll number
 - b) The employee’s name
 - c) Current Red-Circled Rate, meaning the employee’s current red-circled hourly rate (prior to the date of ratification), if applicable
 - d) Highest Rate for the Employee’s Current Classification, meaning the highest hourly rate for the classification of the employee’s current position (prior to the date of ratification).
 - e) Highest rate for the Employee’s New Job Level, meaning the highest hourly rate for the job level of the employee’s position on the applicable Wage Schedule (Appendix I and Appendix Ia).
3. Lump Sums shall be payable to the named employee only until the highest rate for the employee’s new job level has increased to be equal to or greater than the highest rate for the employee’s current classification as outlined in the applicable Wage Schedule (Appendix I and Appendix Ia).
4. Lump sums will be calculated in accordance with the following formula:

For 2007 (effective July 23, 2007)

| | | | | | | |
|---|---|--|---|-------|---|------------------|
| Employee’s red-circled hourly rate of pay | X | The number of regular hours worked in the period between December 25, 2005 and December 23, 2006 | X | 4.75% | = | Lump sum payable |
|---|---|--|---|-------|---|------------------|

For 2008 (effective December 24, 2007)

| | | | | | | |
|---|---|--|---|------|---|------------------|
| Employee’s red-circled hourly rate of pay | X | The number of regular hours worked in the period between December 24, 2006 and December 22, 2007 | X | 5.0% | = | Lump sum payable |
|---|---|--|---|------|---|------------------|

For 2009 (effective December 22, 2008)

| | | | | | | |
|---|---|--|---|-------|---|------------------|
| Employee’s red-circled hourly rate of pay | X | The number of regular hours worked in the period between December 23, 2007 and December 20, 2008 | X | 5.25% | = | Lump sum payable |
|---|---|--|---|-------|---|------------------|

For 2010 (effective December 28, 2009)

| | | | | | | |
|---|---|--|---|-------|---|------------------|
| Employee’s red-circled hourly rate of pay | X | The number of regular hours worked in the period between December 21, 2008 and December 26, 2009 | X | 5.25% | = | Lump sum payable |
|---|---|--|---|-------|---|------------------|

5. For the purposes of this Letter of Understanding, “General Wage Increase” shall mean an across-the-board increase to wages applied equally to all employees in the bargaining unit. The General Wage Increase shall not include: pay adjustments for specific individuals, job level, occupations or paygrades; adjustments to premiums; or adjustments to any other element of compensation.

Letter IX – Posting and Filling Vacancies – Applies Only to IT Positions

**

1. *Further to Clause 12.07, an unsuccessful applicant on an IT posting shall have only five (5) working days from the date of notification to initiate a grievance in accordance with the dispute resolution process.*
2. *Further to Clause 16.03.01, on an IT posting, a request for Consultation shall be submitted in writing within five (5) working days of the date that the incident causing the dispute reasonably came to the attention of the employee(s), the Union or a Company representative(s). The request shall include the details of the dispute.*

Letter X – 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 short-term incentive program.*
2. *The 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 are based on an employee's regular base salary.*
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.*
7. *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 short-term incentive program that will equate to a flat payout figure as outlined below:*
 - *Part-time employees hired to work a minimum of 20 hours a week = \$500 per year;*
 - *Part-time employees hired to work a minimum of 30 hours a week = \$650 per year;*
 - *Employees hired to work Full-time - \$800 per year;*
8. *This flat payout will be linked to the achievement of the business unit performance measure only.*
9. *It will be the respective business units that decide which business unit goal will be the performance measure.*
10. *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.*
11. *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.*
12. *Employees who are terminated or who terminate employment for any reason during the eligibility period will not receive a flat payout award.*
13. *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

**

1. *Upon retirement to pension from EPCOR or death, members shall 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.*
2. *Upon resignation, members shall 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 shall be considered as resignation. Members terminated for cause shall not be eligible for a lump sum payment.*
3. *Layoff shall 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 shall apply.*
4. *The lump sum payouts which are established for members shall be retained by EPCOR until payment is made to the member. Such lump sum payouts shall 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 XII – Roster of Arbitrators

1. *It is agreed that the following list will be used to appoint single arbitrators pursuant to Clause 16.05.06, or to appoint the Chair of an arbitration board pursuant to Clause 16.05.07 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 such choice will be alternating with each arbitration.*
 - *Sims*
 - *Casey*
 - *Moreau*
 - *Ponak.*

Letter XIII – 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 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 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.*

Signed this _____

day of _____, A.D. 2008

CIVIC SERVICE UNION 52

EPCOR Utilities Inc.

Mia Norrie

Scott Bratly

Waldo Ponce

Kathleen Beck

Brenda Fox

Mike MacBeath

Brent Bedard

Kathy Boulton

Jenien Rezunyk

Gary Martens

Jos den Adel

Kirstine Hull

Witnessed By:

Workforce Reduction Process ;
 Reference EPCOR/CSU 52 2007 – 2010 Collective Agreement
 Article 11.01.03 & Article 11.01.04

June 10, 2004

