

2015-2018 Collective Agreement

between

Capital Power

(hereinafter called the "Company")



-and-

Civic Service Union 52

(hereinafter called the "Union")



Duration: *November 17, 2015 to December 23, 2018*

Collective Agreement

between

Capital Power

(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: November 17, 2015 to December 23, 2018

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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.

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 (*Date of Ratification*) *November 17, 2015 to December 23, 2018.*

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

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"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 *the number of days an employee is normally scheduled in a pay period*. For employees that are assigned to ten (10) hour days, average daily hours of work for the purposes of calculating vacation entitlement will be eight (8) hours.

3.03. Continuous Employment

"Continuous employment" shall mean continuous permanent or probationary employment with the City of Edmonton, Edmonton Power, EPCOR 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.

3.04. 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.

3.05. Employee

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

3.05.01. 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.

3.05.01.01. 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.

3.05.01.02. Part-time Employee

"Part-time employee" shall mean an employee who occupies a position which is assigned working hours as outlined in Clause 25.01

3.05.01.03. Probationary Employee

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

3.05.02. 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 (including coverage for illness, injury, approved maternity or parental leave or other authorized leaves);

3.05.03. Extended Temporary Employee

"Extended Temporary Employee" shall mean an employee who is filling a position on an extended temporary basis for twelve (12) months to eighteen (18) months to cover a vacancy for illness, injury, approved maternity or parental leave or other authorized leaves.

If the position is posted with an anticipated end date and thereafter the position ends earlier than anticipated, the Company will provide a minimum of twenty-eight (28) calendar days written notice of termination.

3.06. Increment

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

3.07. 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.

3.08. 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.

3.09. Position

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

3.09.01. 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.

3.10. 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 12.04.02.02.

3.11. 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.

3.12. Regular Hours of Work

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

3.13. 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.

3.14. 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, or full-time temporary employee in any position coming within the scope of this agreement.

3.15. Step

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

3.16. Vacation Anniversary Date

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

3.17. First (1st) Vacation Anniversary

"First (1st) Vacation Anniversary" shall mean the January 1st that follows an employee's hire date.

3.18. Stream

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

3.19. 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. Safety

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4.01. *The Company is committed to providing a safe work place for all employees.*

**

4.02. *The Company and employees are responsible for following the Alberta Occupational Health and Safety Act, Regulations, Codes and all Capital Power safety policies.*

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4.03. *Where there is a work related requirement, the Company will provide all necessary protective clothing and safety equipment for employees at all Capital Power facilities.*

**

5. Managerial Responsibilities

5.01. 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 *in a fair and reasonable manner*, subject to the terms of this agreement.

5.02. Discipline

5.02.01. 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.

5.02.02. 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.

5.02.03. An employee has a right to examine their Personnel file upon request. 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.

*

5.02.04. 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.

5.02.05. * Suspensions of five (5) days or more, that are not progressive in nature, are not subject to removal in accordance with Clause 5.02.04. 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 CAPITAL POWER Assets and Resources (including CAPITAL POWER's name or brand, computers and electronic resources and intranet, internet and e-mail)

5.03. 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.

5.04. No Strike or Lockout

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

6. Union Security

6.01. 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.

6.02. 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 gender, religious belief, race, age, marital status, color, physical disability mental disability, family status, sexual orientation, ancestry, source of income, place of origin, 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.

6.03. Forwarding of Union Dues

6.03.01. 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.

6.03.02. 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.

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

6.04. 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.

7. Working Conditions

7.01. Hours of Work

7.01.01. The standard hours of work for employees under this agreement shall be *Thirty-seven and one half (37.5) hours or forty (40) hours per week*, excluding a *daily* lunch period, Monday through Friday.
*

7.01.02. Hours of work other than those outlined in Clause 7.01.01. may be established where requirements of service or mutual agreement occur. Off days shall be consecutive, wherever practicable. Flexible hours of work may be established under *Article 19*.
*

7.01.03. An employee's regular hours of work may be changed to meet emergent situations with twenty-four (24) hours' notice prior to such change. If twenty-four (24) hours' notice is not given, the employee shall receive their regular rate of pay plus a shift change penalty notice premium paid at one times (1X) their regular rate of pay for this first full shift worked.

7.01.04. Where an employee is required by their manager to alter their hours of work, the employee will not be required to report for their regular hours of work if they have not received a minimum of nine (9) hours between shifts for rest. The employee will be paid at their regular rate of pay for all regular hours of work scheduled during the nine (9) hour rest period. As a result, an employee will be paid for their regular hours of work for the week regardless of a manager initiated schedule change.

If the end of the nine (9) hour rest period occurs after the mid-point of the employee's regular hours of work, with mutual agreement of their manager, the employee may elect to take banked time or vacation for the balance of the regular hours of work in lieu of reporting to work.

Employees at Genesee will substitute ten (10) hours where it mentions nine (9) hours in this article.

- 7.01.05. * *Should the Company determine it is necessary to implement shifts to meet operational requirements, the Company will advise affected employees and the Union prior to implementation of these shifts.* Should 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.

7.02. Overtime Work

- 7.02.01. * 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 rate of pay for each *fifteen (15) minute interval, or part thereof, that they work.*
- 7.02.02. 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.
- 7.02.03. 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.
- 7.02.03.01. In instance of call-out where the employee is required to report to work immediately, the call-out shall commence from the time an employee is called at home and shall continue until the time he returns home, provided however, that the employee goes directly from home to the worksite and returns directly home on completion of the work. Such travel time shall not exceed forty-five (45) minutes each way, and shall be included in the minimum call-out time specified in 7.02.03. except that should the work continue for more than one (1) hour, it shall be in addition to the actual time worked. Employees reporting for call-out will be eligible for mileage reimbursement for travel directly from their home to the worksite and back.
- 7.02.03.02. In instances of call-out occurring within ten (10) hours of the employee being contacted, employees will be eligible for travel time not exceeding forty-five (45) minutes each way and mileage reimbursement for travel directly from their home to the worksite and back.
- 7.02.03.03. In instances of pre-scheduled overtime, the employee will be eligible for mileage reimbursement for travel directly from their home to the worksite and back.
- 7.02.04. * All scheduled overtime shall be distributed as evenly as possible *amongst qualified* employees in their respective jobs.
- 7.02.05. 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 (1/2) 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.

- 7.02.06. 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.
- 7.02.07. 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.
- 7.02.08. An employee who, because of the nature of their job or an emergent situation, does not receive the lunch breaks specified in Clauses 7.02.05. and 7.02.06. during the period of overtime work or during their regular hours of work, as specified in Clause 7.02.07. shall be paid one-half (1/2) 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.
- 7.02.09. Employee Fatigue Pay Provisions
- 7.02.09.01. Where an employee is required to work overtime in the nine (9) hour period prior to the start of their regularly scheduled hours of work, the employee will be required to report for their regular hours of work after they have received nine (9) hours off (rest period) after the overtime work is completed. The employee will be paid at their regular rate of pay for any regular hours not worked that fall within this nine (9) hour rest period.
- If the end of the nine (9) hour rest period occurs after the mid-point of the employee's regular hours of work, the employee, with the mutual agreement of their manager, may elect to take banked time or vacation time for the balance of the regular hours of work on that day. For employees required to work at Genesee, their rest period will be ten (10) hours.
- 7.02.09.02. Where an employee has worked overtime to within two hours of the start of their regular hours of work, the employee will immediately start their regular hours of work. Notice of change to the employee's regular hours of work shall not be required under this article.
- 7.02.09.03. If an employee is required to continue working after twelve (12) consecutive hours, the hours worked over twelve (12) will be paid at two (2) times their regular rate of pay. If the employee is sent home

after twelve (12) hours, the employee will be paid their regular rate of pay for the balance of regular hours worked on that day.

7.03. Banked Overtime

- 7.03.01. 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.
- 7.03.02. *On* the first pay date in December of each year, banked overtime hours in excess of forty * (40) hours shall be paid out to the employee.
- 7.03.03. Subject to Clause 7.03.02. an employee may choose to have some or all of their overtime bank paid out in cash.
- 7.03.04. Time off from an employee's overtime bank requires the mutual agreement of the employee and the Company.
- 7.03.05. 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.
 - 7.03.05.01. 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.

7.04. Pay for Work on Off Days

- 7.04.01. 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 7.02.03. shall be applicable in this section.
- 7.04.02. 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 7.03., Banked Overtime.

7.05. Pay for Work on Statutory Holidays

- 7.05.01. 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.
- 7.05.02. The provision for minimum call-out time specified in Clause 7.02.03. shall be applicable in this section.
- 7.05.03. 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 7.03., Banked Overtime. In the event the day in lieu of working the statutory holiday is not provided as stipulated in Clause 9.01.04., this portion may also be banked.

7.06. Temporary Change of Duties

- 7.06.01. On each occasion that employees are appointed to relieve in a senior position coming within the jurisdiction of this Collective Agreement, which requires them to perform *the duties of the senior position*, for one (1) day or more, they shall be remunerated *each complete relieving day* at a relief rate of five (5) percent increase in pay for the employee.
- *
- 7.06.02. In no instance shall any such adjustment exceed the salary range of the relieved position as established in Appendix 1, 1A Schedule of Wages.

7.07. 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 two dollars and twenty-five cents (\$2.25) 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.

7.08. 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.

7.09 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:

- 7.09.01. Evening to morning – the equivalent of one (1) hour of regular pay.
- 7.09.02. Off days – the equivalent of two (2) hours regular pay per twenty four (24) hour period of standby coverage.
- 7.09.03. Statutory holidays – the equivalent of five (5) hours regular pay per twenty-four (24) hour period of standby coverage.
- 7.09.04. *Employees will have the option to bank standby service pay up to forty (40) hours.*
- ** *Employee requests to use standby banked as time off will be considered based on operational or business requirements, and the immediate management supervisor has the sole discretion to approve these requests. All standby banked time remaining at the end of the payroll year will be paid out.*

7.10 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 7.07., Shift Differential.

8. Remuneration

8.01 Wages

- 8.01.01. The regular hourly rates of pay established in the applicable Wage Appendices shall apply. Employees shall be paid every two (2) weeks.
- 8.01.02. All permanent and probationary employees falling within *the wage appendices* 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.
- 8.01.03. An employee whose position is reallocated to a higher job level shall receive an increase *to at least the first step* above their present regular rate of pay in the pay range of the new job level. *Any increase would be effective on the date the job profile was finalized.*
*
- 8.01.04. 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. If the trial period is unsuccessful, the employee shall be reverted to their former position and former rate of pay.
*
- 8.01.05. 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.
- 8.01.06. 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.

8.02 Retroactive Pay

- 8.02.01. Employees coming within the scope of this agreement shall be eligible for any negotiated retroactive payment of wages.
- 8.02.02. 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.

- 8.02.03. 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 8.02.01.

9. Fringe Benefits

9.01. Statutory Holidays

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

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

- 9.01.02. 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, Alberta Family Day, Good Friday, Victoria Day, Canada Day (July 1), Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day.

- 9.01.03. 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.

- 9.01.04. 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.

9.02. Annual Vacation Leave

- 9.02.01. 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.

9.02.02. Full-time permanent or probationary employees will receive the following vacation leave:

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

Personal Leave Hours must be used by December 31 of the year they are earned. They cannot 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 9.02.14. 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.

NOTE: Please refer to Addendum 3 for employees who opted as of November 16, 2007 to stay on the previous vacation plan.

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

9.02.02.01. 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:

$$\begin{array}{r}
 \text{15 day of} \\
 \text{annual} \\
 \text{entitlement}
 \end{array}
 \times
 \begin{array}{r}
 \text{(employee} \\
 \text{'s average} \\
 \text{daily} \\
 \text{hours of} \\
 \text{work)}
 \end{array}
 \times
 \begin{array}{r}
 \text{Remaining Days} \\
 \text{in the Calendar} \\
 \text{year} \\
 \hline
 \text{365 Calendar} \\
 \text{Days per year}
 \end{array}$$

9.02.02.02. 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

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

9.02.03.01. 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%

9.02.04. 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.

9.02.05. A full-time employee shall be entitled to vacation leave commensurate with their status as temporary, 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.

9.02.06. When a temporary employee is appointed to the permanent staff, *the time spent in the temporary position will count towards the employee's length of service for vacation entitlement purposes.*

*

- 9.02.07. Subject to Company Policy, an employee may be permitted to carry over vacation to the next year.
- 9.02.08. If a recognized holiday, for which an employee is eligible, occurs during a period of annual vacation of that employee, *the employee shall code that day as a statutory holiday instead of a vacation day.*
*
- 9.02.09. 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.
- 9.02.10. 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.
- 9.02.11. 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.
- 9.02.12. 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.
- 9.02.13. A permanent or probationary employee on annual vacation leave shall be eligible for bereavement leave in accordance with the bereavement leave provisions.
- 9.02.14. *For the purposes of scheduling vacation, employees will consult with their Manager and team with the intention of accommodating all vacation requests. If there is a conflict where two (2) or more employees have requested the same vacation period at least four (4) months in advance, and they are unable to mutually resolve the conflict, then the most senior employee will be granted their vacation choice where operationally feasible.*
*
- 9.02.15. 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.
- 9.02.16. 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.

9.03. Leave of Absence

- 9.03.01. Leave With Pay

9.03.01.01. The Company shall grant leave of absence with pay to employees representing the Union in accordance with the following provisions:

9.03.01.01.01. * 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 *three (3)* 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 *Sr. Manager, Human Resources and Labour Relations - CAPITAL POWER* 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.

9.03.01.01.02. 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.

9.03.01.01.03. Requests for leave with pay will provide for as much advance notice as practicable.

9.03.01.01.04. Leave of absence with pay for other matters of mutual concern may be made in accordance with Company regulations.

9.03.01.01.05. 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.

9.03.01.02. Bereavement Leave

A permanent, probationary, or extended temporary employee shall be granted time off with pay, at the regular rate of pay, for their current position, for the purpose of making arrangements for, attending, or participating in a funeral or other end of life services, ceremonies or for bereavement.

9.03.01.02.01. 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.

9.03.01.02.02. One-half (1/2) day's leave with pay to attend funeral services of persons related more distantly than those listed in Clause 9.03.01.02.01. 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.

9.03.01.02.03. The word "funeral" when used in respect of bereavement leave shall include the initial memorial service which is held in conjunction with a cremation. This includes ceremonies or events honouring a deceased person.

9.03.01.02.04. The term "extenuating circumstances" may include travelling time, shift schedule conflicts, or such other reasons which may be applicable to the individual circumstances.

9.03.01.02.05. A permanent employee on leave of absence, other than annual vacation leave, shall not be eligible for bereavement leave.

9.03.01.03. 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.

9.03.01.04. Leave for Medical and Dental Appointments

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

A permanent or probationary employee who is unable to arrange a medical or dental appointment outside working hours shall be allowed to meet such appointment on Company time and without loss of pay. The absence is limited to a period of up to three (3) hours. Such

employee shall not be obliged to make up the time spent away from work to keep the appointment.

An employee whose absence exceeds three (3) hours for a medical or dental appointment may use banked overtime, vacation credits, short term disability benefits (where applicable), or such other arrangement mutually agreed by the employee and the supervisor to avoid a loss of pay for the period in excess of three (3) hours.

A permanent or probationary employee assigned to work outside of the City limits and who must arrange a medical or dental appointment within City limits during working hours, and who will be required to be absent for more than three (3) hours, shall be allowed to attend the appointment on Company time and without loss of pay. This absence greater than three (3) hours, will be at the Management Supervisor's discretion and will be in accordance with such period of time granted and approved by the management supervisor.

9.03.01.05. Citizenship Court

An employee shall be granted one-half (1/2) 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.

9.03.02. Leave Without Pay

9.03.02.01. * An employee elected as a delegate to Union conventions, seminars or training sessions, shall be granted leave of absence without pay, *subject to operational requirements.*

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

9.03.02.02.01. * In the event that an employee *is elected as 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, *by giving one (1) months' notice, of their intent* to return to *the Company* in 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.

9.03.02.02.02. Such an employee shall make regular contributions to their pension plan 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 dependents.

9.03.02.03. Maternity and Parental Leave

9.03.02.03.01. 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.

9.03.02.03.02. Employees on such leave will not lose seniority.

9.03.02.03.03. *Female employees who commence maternity leave and are approved for Employment Insurance are eligible for benefits under the Company's Supplemental Unemployment Benefits Plan (SUB Plan). The SUB Plan will top up EI premiums to 95% of an employee's normal gross wage for six (6) weeks following the birth of a child. Receipt of SUB Plan benefits shall commence following the receipt of proof the employee has received Employment Insurance payments.*

9.03.02.03.04. *A female employee who is eligible for the Company's Disability Plans and becomes disabled while on maternity leave will become entitled to the disability benefit upon her scheduled return from maternity leave. The disability benefit will be paid based on the elimination period starting on the date of the occurrence of the disability.*

9.03.02.03.05. Employees, who choose to carry benefits while on leave of absence, if applicable, are required to pay the employee portion of 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. If applicable, payment options are available.

9.03.03. 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.

9.03.04. Other Leaves of Absence

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

9.03.05. 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.

9.04. 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.

9.04.01. 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.

9.04.02. * The cases of compensation to temporary employees shall be referred to *Company Human Resources* 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 *Company Human Resources*.

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.

9.05. Protective Clothing

9.05.01. * Employees required to work at Genesee or other Capital Power facilities will be issued protective clothing *as required based on the work to be performed*.

9.06. 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) One hundred percent (100%) of the cost of safety footwear to an annual maximum of three hundred and seventy-five dollars (\$375.00).

- 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.

9.07 Parking and Mileage

- 9.07.01. Parking facilities, where available, may be supplied in outlying areas, and power plants, at a rate not to exceed three dollars (\$3.00) per month per employee using the parking facility or a reasonable rate to be discussed and determined between the parties.
- 9.07.02. Employees who use their private motor vehicles to perform Company business shall be reimbursed for parking charges upon presentation of receipts or a claim.
- 9.07.03. Employees who use their private motor vehicles to perform Company business shall be reimbursed for mileage consistent with Company policy.

9.08. Employee Training and Career Development

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There is a shared commitment to *learning* and Career Development by the Company and employees covered by this agreement.

10. Employment

10.01. Terms of the Probationary Period

- 10.01.01. The normal probationary period for new employees will be six (6) months, except as provided for in 10.02.01.
- 10.01.02. * The Company will *meet with the employee to discuss and document the employee's performance within the first six (6) months of that employee's probationary period.*
- 10.01.03. 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 to the conclusion of the Formal Review stage of the Dispute Resolution Process.

10.02. Extension of the Probationary Period

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

11. Promotions

- 11.01. 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 (2) or more applicants meet the posted requirements of the position, seniority shall be the determining factor.
- 11.02. An employee who has been selected to fill a permanent position shall have a trial period of three (3) months, with the Company reserving the right to extend the trial period to six (6) months. Under extenuating circumstances, the Union and the Company may mutually agree to extend an employee's trial period beyond six (6) 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.
- 11.03. 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 12.
- 11.04. 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.
- 11.05. 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.

12. Employment Security

Note: see page #70 for a chart of this process.

12.01. Layoffs and Recalls

- 12.01.01. 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.

12.01.02. 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 12.01.04. if the Company laterally transfers the employee to a comparable vacant position.

12.01.03. 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.

12.01.04. Placement in an Alternate Position

A permanent employee so affected may be placed in accordance with Clauses 12.01.04.01. and 12.01.04.02 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.

12.01.04.01. 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 12.01.04.02.;

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.

12.01.04.02. 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.

12.01.05. 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.

12.01.06. 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 12.01.06.;
- 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.

12.01.07. Application

12.01.07.01. 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.

12.01.07.02. For the purposes of the layoff and recall process as outlined in Clause 12.01., organizations shall be deemed to be one of the following:

1. Capital Power Corporate groups
2. Capital Power Generation Services Inc., and
3. Capital Power Development Corporation.

12.01.08. 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 extended temporary 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.

12.02. Technological Change

- 12.02.01. 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.
- 12.02.02. 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.

12.03. Contracting Out

- 12.03.01. 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.
- 12.03.02. In the event that a position occupied by a permanent employee is contracted out in accordance with Clause 12.03.01., 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.
- 12.03.03. 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.

12.04. Transfers

- 12.04.01. Transfers of Red Circled Employees
 - 12.04.01.01. 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.

12.04.01.02. 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.

12.04.02. Lateral Transfers

12.04.02.01. 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.

12.04.02.02. 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 11.01.
- 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 11.01.

13. Posting and Filling Vacancies

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

13.01. Any vacancy required to be filled shall be immediately and conspicuously posted on the Company's Internet and Intranet Site for *a minimum of seven (7) calendar days*. A copy of all postings shall be sent to the Union.

13.02. 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.

13.03. Should it be desirous 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.

- 13.04. All applications shall be submitted to the Company as per the approved recruitment process and/or through Oracle On-line.
- 13.05. * The Company shall appoint the selected applicant(s), and that appointment shall be final subject to satisfactory completion of the required probationary period.
The Company shall 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. *Where there are internal candidates*, the Company will notify the Union when they fill these additional vacancies.
- 13.06. * Upon completion of the selection process, Human Resources shall notify the Union in writing by email of the proposed appointee and the names of the unsuccessful *internal* applicants. Human Resources shall also notify in writing by email each employee who was an unsuccessful applicant of the name of the successful applicant.
- 13.07. 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.
- 13.08. 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.
- 13.09. 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.
- 13.10. * *Start dates* from within the bargaining unit shall be mutually agreed to by the *employee and their Manager*.
- 13.11. Appointments may be made by mutual agreement between the Union and the Company without posting.
- 13.12. Where the estimated duration of a temporary position is ninety (90) calendar days or less, no posting will be required. Where the estimated duration for 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 3.10.
- 13.13. In instances where a permanent employee is appointed to temporarily act in a managerial position for a period of eighteen (18) 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.
- 13.14. 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 compete such reversion.

14. Seniority

- 14.01. When an employee achieves permanent status, their length of unbroken employment as a probationary, permanent, or full-time temporary, employee in positions coming within the jurisdiction of this agreement shall determine their seniority standing.
- 14.02. Temporary employees shall not have seniority standing.
- 14.03. If a permanent employee, has assumed a position outside the scope of this agreement and in accordance with Clauses 13.13. and 13.14. 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.
- 14.04. Lists showing the seniority of permanent employees shall be provided annually by the Company to the Union.
- 14.05. 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.

- 14.05.01. An employee shall lose their seniority only in the event that:
- 14.05.01.01. they are discharged for just cause and are not reinstated;
 - 14.05.01.02. they resign;
 - 14.05.01.03. 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.
 - 14.05.01.04. they are laid off for a period longer than twenty-four (24) months.

15. Creation of a New Stream or Job Level

- 15.01. 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.
- 15.02. 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 the date of the appointment.”

16. Developmental Opportunity Concept

16.01. * The Developmental Opportunity Concept is designed to enable those applicants, who do not possess the required experience *and / or education* 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.

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.

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

16.03. 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.

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

16.05. 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.

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

16.07. 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.

17. Dispute Resolution Process

*

The intent of the Dispute Resolution Process is to:

- a) encourage open, *respectful and honest* two-way dialogue by the people affected by a dispute,
- b) achieve solutions that contribute to positive, collaborative working relationships,
- c) achieve *mutually acceptable* solutions that are consistent with the Collective Agreement,

- d) minimize the time and cost involved in resolving disputes.

17.01. Definitions

- 17.01.01. A "dispute" is any workplace problem, disagreement or difference involving employees, the Union, or Company representatives.
- 17.01.02. 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.
- 17.01.03. "Working days" means consecutive days, exclusive of Saturdays, Sundays or holidays observed by the Company.

17.02. Problem Solving

- 17.02.01. 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.

The discussion should include sharing relevant information to the fullest extent possible the earliest opportunity.

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.

17.03. Consultation

- 17.03.01. 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.
- 17.03.02. The Union and the Company may agree in writing to extend the date to initiate Consultation to all Problem Solving to take place.
- 17.03.03. A request for Consultation by an employee(s) or the Union shall be submitted to *the Company's Human Resources Department*.
*
- 17.03.04. A request for Consultation by the Company shall be submitted to a Labour Relations Officer of the Union.
- 17.03.05. 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).
*

- 17.03.06. * The employee(s), Union or the Company may conclude Consultation at any time by written notice to the other party(ies).
- 17.03.07. 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
- 17.03.08. 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.

17.04. Formal Review

- 17.04.01. * A grievance shall be initiated in writing within ten (10) working days of the date that notice is received of the conclusion of Consultation. Grievances initiated by the Union shall be submitted to the *head of Company Human Resources*. Grievances initiated by the Company shall be submitted to the President of the Union.
- 17.04.02. 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.
- 17.04.03. * 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.
- 17.04.04. 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.
- 17.04.05. * 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, *head of Company Human Resources* 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.
- 17.04.06. 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.

17.05. Arbitration

- 17.05.01. 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.
- 17.05.02. * Grievances referred to arbitration by the Union shall be submitted to the *head of Company Human Resources*. Grievances referred to arbitration by the Company shall be submitted to the President of the Union.
- 17.05.03. 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.
- 17.05.04. 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.
- 17.05.05. 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.
- 17.05.06. * If the parties agree to refer the grievance to a single arbitrator, the Union and the Company shall select a *mutually agreed-upon* arbitrator. If the parties do not agree on the selection, the arbitrator *shall be appointed by Mediation Services*.
- 17.05.07. 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.
- 17.05.08. 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.
- 17.05.09. 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.
- 17.05.10. 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.
- 17.05.11. Arbitration hearing dates shall be determined within twenty-eight (28) calendar days of the appointment of the single arbitrator or arbitration board.
- 17.05.12. Prior to the arbitration hearing, the parties may prepare an agreed statement of facts for submission to the single arbitrator or arbitration board.
- 17.05.13. 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.

- 17.05.14. 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.
- 17.05.15. 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.
- 17.05.16. The arbitration board or single arbitrator may quash, confirm or vary any action taken respecting the suspension, discipline or discharge of an employee.
- 17.05.17. The arbitration board or single arbitrator by its decision shall not alter, amend or change the terms of the Collective Agreement.

17.06. General

- 17.06.01. The parties may mutually agree to involve a facilitator or mediator at any stage of the Dispute Resolution Process.
- 17.06.02. 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.
- 17.06.03. 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.

18. Reporting for Duty – Travel and Mileage

18.01. General Provisions

*

Except as provided below, employees shall report for duty at the place directed by the Company and shall go to and from such place on their own time. Where an employee is required to report to a new place during his regular hours of work, *they* shall do so without loss of pay.

18.02. Edmonton and Genesee Mileage Provisions

An Edmonton-based employee intermittently assigned to report to the Genesee site or a Genesee-based employee intermittently assigned to report to a location within Edmonton who is required to utilize his personal vehicle for such travel shall receive a transportation allowance based on *the following rules*:

- 18.02.01. Only the driver of the personal vehicle used for travel between the work sites is eligible for the mileage reimbursement.
- 18.02.02. *Employees shall claim the difference between the actual distance travelled less the round trip distance that is normally driven between their home and their primary work location. If the distance calculated is negative then no claim can be made.*

18.02.03. For purposes of administering the allowance, it is assumed that actual door to door distance between EPCOR Tower and Genesee is 160 kilometers round trip.

18.03. All Other Travel and Mileage Provisions

18.03.01. Employees required to travel out of town for unscheduled urgent or emergency work *(as directed by the Company)* shall have their travel time paid at overtime as outlined in Clause 7.02.
*

18.03.02. 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.

18.03.03. 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.

18.03.04. Employees who are required to perform work at locations other than as described in Clauses 18.02. will be compensated in accordance with the Company's travel policy and the current travel guidelines.

19. Flexible Hours of Work

*

Variable or flexible hours of work may be established or changed based on operational requirements or employee requests.

19.01. Company Initiated Flexible Hours of Work

*

19.01.01. The Company may establish *or change* flexible hours of work *as necessary*. *Where there is significant and/or permanent change, the Company will advise the Union of these changes.*
*

19.01.02. *The postings(s) for selected positions will clearly indicate the operational requirement for on-going flexible and variable hours of work. Successful applicants to these positions will be clearly advised of this requirement for service.*
*

19.01.03. *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.

19.02. Employee Requests to Work Flexible Hours

*

An employee (s) may submit a proposal to their immediate manager outlining changes to work schedules resulting in flexible hours of work. *These requests will be considered as per the Company Temporary Flexible Work Arrangements Policy. Changes to the Company Policy will be communicated to the Union.*

19.03. 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-half (1 1/2) hours.

19.04. Termination of Flexible Hours of Work

19.04.01. * Where flexible hours of work are established by the Company the Company may terminate *or change* such flexible hours of work *by providing notice to the affected employees. The Company will provide thirty (30) days notice and will review the changes with the affected employees as soon as possible to minimize impact to employee schedules.*

19.04.02. * Where flexible hours of work are established based on a request from an employee (s), *the employee may discuss with their Manager any requested changes to the flexible hours arrangement. These changes will be accommodated wherever possible subject to operational requirements.*

20. Pensions

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

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

All eligible employees hired after July 1st, 2009 shall participate in the Defined Contribution component of the Capital Power Pension Plan in accordance with the provisions of said plan.

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

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 *their Manager* for the review of the allocation of their position. The employee *will consult with their Manager to review their position description. The employee, Manager, and Human Resources will meet to determine review process and timelines which will be established on a case-by-case basis.*

21.01.01. CAPITAL POWER Human Resources will provide a copy of this completed document to
* the Union.

21.01.02. *The position review* decision will be communicated to the Union.
*

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.

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. *The Company and The Union will meet in a timely manner to review the decision on
* the position review. Should the allocation decision be changed, it will be effective as
of the date of the approved role profile.*

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 17.05.01. of the Dispute Resolution Process.

21.03.01. *The Union shall be provided with the Policy, regulations and procedures pertaining to
** allocations of positions coming within the scope of this agreement.*

21.03.02. *The Company shall make available to the Union on request information used in the
** position evaluation program and procedures to evaluate and allocate positions.*

22. 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.

23. 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 2 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.

24. Part-Time Employees

*

All part-time employees are governed by the Company's Part Time Work Arrangements Policy.

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

24.01. Hours of Work

Amend *Clause 7.01.01 to read:*

7.01.01. *Hours of work for part-time employees will be established by the employee and their*
* *Manager as per the Company's Part Time Work Arrangements Policy.*

Amend Clause 7.01. to include:
7.01.06.

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.

24.02. Overtime

Amend Clause 7.02.01. to read:

7.02.01. 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 7.03.01. to read

7.03.01. Overtime shall normally be paid out to part-time employees on a bi-weekly basis as it is
* earned.

24.03. Wages

Amend Clause 8.01.04. to Read:

8.01.04. 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.

24.04. Statutory Holidays

*

Amend Clause 9.01. to Read:

9.01. 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.

24.05. Annual Vacation Leave

*

Amend Clause 9.02. to Read:

9.02. 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 *as per Article 9.02.14.*

Permanent part-time employees will receive a pro-rated number of Personal Leave Hours.

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

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

24.06. Employment

Amend Clause 10.01. to read:

10.01

*

The normal probationary period of new permanent part-time employees shall be six (6) months of employment, with the Company reserving the right, to extend this probationary period *as per article 10.02.*

24.07. Health and Welfare Benefits

*

Permanent part-time employees shall be entitled to all of the CAPITAL POWER Benefits provided to permanent full-time employees *as provided in the Capital Power Flex Benefits Handbook*.

25. Extended Temporary Employees

Extended Temporary Employees (ETE) will be eligible for all of the provisions of the Collective Agreement (except as modified below) and the following provisions:

- Eligible for twelve (12) Stats/calendar year
- Eligible for twelve (12) Sick Days/year
- Eligible for Bereavement Leave
- Health Spending Account (HSA) (\$600.00/Single Coverage, \$1,200/EE+ 1, \$1,900/EE+ 1+2)
- Eligible for salary increment after twelve (12) Months
- Eligible for vacation % (paid out biweekly)
- ETE's may request up to three (3) weeks LWOP on an annual basis for Vacation purposes. Approval of this leave is subject to management discretion.

If the Company wishes to use the ETE for project/assignment work, they will approach the union on a case by case basis for approval.

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 16 day of August, A.D. 2016

CIVIC SERVICE UNION 52

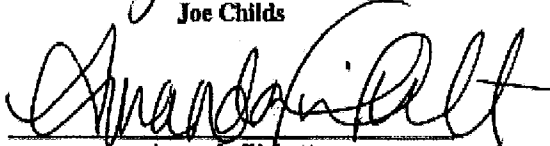
CAPITAL POWER



Joe Childs



Richard Williams



Amanda Pickett



Angela Bourbonnais




Kevin Parry



Cameron Fischer



Joanna Moyer



Wendy McDermott



Witnessed By

Appendices

*

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

2015 — effective December 14, 2014 – December 26, 2015 – 2.50%

2016 – Effective December 27, 2015 – December 24, 2016 – 2.00%

2017 – Effective December 25, 2016 – December 23, 2017 – 2.00%

2018 – Effective December 24, 2017 – December 22, 2018 – 2.5%

These increases do not apply to hourly rates in Appendix 1A.

Appendix I –Hourly Rates

Hourly Rates		Pay Step				
		A	B	C	D	E
Pay Grade	Effective Date	1 year	1 year	1 year	1 year	1 year
A1	2015 (2014DEC14)	\$23.25	\$24.30	\$25.40	\$26.54	\$27.72
	2016 (2015DEC27)	\$23.72	\$24.79	\$25.91	\$27.07	\$28.27
	2017 (2016DEC25)	\$24.19	\$25.29	\$26.43	\$27.61	\$28.84
	2018 (2017DEC24)	\$24.79	\$25.92	\$27.09	\$28.30	\$29.56
A2	2015 (2014DEC14)	\$25.33	\$26.47	\$27.65	\$28.89	\$30.20
	2016 (2015DEC27)	\$25.84	\$27.00	\$28.20	\$29.47	\$30.80
	2017 (2016DEC25)	\$26.36	\$27.54	\$28.76	\$30.06	\$31.42
	2018 (2017DEC24)	\$27.02	\$28.23	\$29.48	\$30.81	\$32.21
A3	2015 (2014DEC14)	\$27.22	\$28.43	\$29.71	\$31.05	\$32.47
	2016 (2015DEC27)	\$27.76	\$29.00	\$30.30	\$31.67	\$33.12
	2017 (2016DEC25)	\$28.32	\$29.58	\$30.91	\$32.30	\$33.78
	2018 (2017DEC24)	\$29.03	\$30.32	\$31.68	\$33.11	\$34.62
A4	2015 (2014DEC14)	\$30.74	\$32.25	\$33.89	\$35.57	\$37.36
	2016 (2015DEC27)	\$31.35	\$32.90	\$34.57	\$36.28	\$38.11
	2017 (2016DEC25)	\$31.98	\$33.56	\$35.26	\$37.01	\$38.87
	2018 (2017DEC24)	\$32.78	\$34.40	\$36.14	\$37.94	\$39.84

Appendix I –Hourly Rates

Hourly Rates		Pay Step				
		A	B	C	D	E
Pay Grade	Effective Date	1 year	1 year	1 year	1 year	1 year
T1	2015 (2014DEC14)	\$32.79	\$34.28	\$35.81	\$37.42	\$39.10
	2016 (2015DEC27)	\$33.45	\$34.97	\$36.53	\$38.17	\$39.88
	2017 (2016DEC25)	\$34.12	\$35.67	\$37.26	\$38.93	\$40.68
	2018 (2017DEC24)	\$34.97	\$36.56	\$38.19	\$39.90	\$41.70
T2	2015 (2014DEC14)	\$39.42	\$41.19	\$43.06	\$45.00	\$47.02
	2016 (2015DEC27)	\$40.21	\$42.01	\$43.92	\$45.90	\$47.96
	2017 (2016DEC25)	\$41.01	\$42.85	\$44.80	\$46.82	\$48.92
	2018 (2017DEC24)	\$42.04	\$43.92	\$45.92	\$47.99	\$50.14
T3	2015 (2014DEC14)	\$43.37	\$45.34	\$47.37	\$49.50	\$51.74
	2016 (2015DEC27)	\$44.24	\$46.25	\$48.32	\$50.49	\$52.77
	2017 (2016DEC25)	\$45.12	\$47.18	\$49.29	\$51.50	\$53.83
	2018 (2017DEC24)	\$46.25	\$48.36	\$50.52	\$52.79	\$55.18
T4	2015 (2014DEC14)	\$47.11	\$49.22	\$51.44	\$53.75	\$56.18
	2016 (2015DEC27)	\$48.05	\$50.20	\$52.47	\$54.83	\$57.30
	2017 (2016DEC25)	\$49.01	\$51.20	\$53.52	\$55.93	\$58.45
	2018 (2017DEC24)	\$50.24	\$52.48	\$54.86	\$57.33	\$59.91

Appendix I –Hourly Rates

Hourly Rates						
		Pay Step				
		A	B	C	D	E
Pay Grade	Effective Date	1 year	1 year	1 year	1 year	1 year
P1	2015 (2014DEC14)	\$40.34	\$42.16	\$44.04	\$46.06	\$48.12
	2016 (2015DEC27)	\$41.15	\$43.00	\$44.92	\$46.98	\$49.08
	2017 (2016DEC25)	\$41.97	\$43.86	\$45.82	\$47.92	\$50.06
	2018 (2017DEC24)	\$43.02	\$44.96	\$46.97	\$49.12	\$51.31
P2	2015 (2014DEC14)	\$43.98	\$45.97	\$48.05	\$50.19	\$52.45
	2016 (2015DEC27)	\$44.86	\$46.89	\$49.01	\$51.19	\$53.50
	2017 (2016DEC25)	\$45.76	\$47.83	\$49.99	\$52.21	\$54.57
	2018 (2017DEC24)	\$46.90	\$49.03	\$51.24	\$53.52	\$55.93
P3	2015 (2014DEC14)	\$47.97	\$50.14	\$52.41	\$54.77	\$57.22
	2016 (2015DEC27)	\$48.93	\$51.14	\$53.46	\$55.87	\$58.36
	2017 (2016DEC25)	\$49.91	\$52.16	\$54.53	\$56.99	\$59.53
	2018 (2017DEC24)	\$51.16	\$53.46	\$55.89	\$58.41	\$61.02
P4	2015 (2014DEC14)	\$53.65	\$56.04	\$58.59	\$61.18	\$63.97
	2016 (2015DEC27)	\$54.72	\$57.16	\$59.76	\$62.40	\$65.25
	2017 (2016DEC25)	\$55.81	\$58.30	\$60.96	\$63.65	\$66.56
	2018 (2017DEC24)	\$57.21	\$59.76	\$62.48	\$65.24	\$68.22

Appendix I –Hourly Rates

Hourly Rates						
		Pay Step				
		A	B	C	D	E
Pay Grade	Effective Date	1 year	1 year	1 year	1 year	1 year
IT1	2015 (2014DEC14)	\$41.96	\$43.86	\$45.83	\$47.88	\$50.05
	2016 (2015DEC27)	\$42.80	\$44.74	\$46.75	\$48.84	\$51.05
	2017 (2016DEC25)	\$43.66	\$45.63	\$47.69	\$49.82	\$52.07
	2018 (2017DEC24)	\$44.75	\$46.77	\$48.88	\$51.07	\$53.37
IT2	2015 (2014DEC14)	\$47.97	\$50.14	\$52.41	\$54.77	\$57.22
	2016 (2015DEC27)	\$48.93	\$51.14	\$53.46	\$55.87	\$58.36
	2017 (2016DEC25)	\$49.91	\$52.16	\$54.53	\$56.99	\$59.53
	2018 (2017DEC24)	\$51.16	\$53.46	\$55.89	\$58.41	\$61.02
IT3	2015 (2014DEC14)	\$53.65	\$56.04	\$58.59	\$61.18	\$63.97
	2016 (2015DEC27)	\$54.72	\$57.16	\$59.76	\$62.40	\$65.25
	2017 (2016DEC25)	\$55.81	\$58.30	\$60.96	\$63.65	\$66.56
	2018 (2017DEC24)	\$57.21	\$59.76	\$62.48	\$65.24	\$68.22
IT4	2015 (2014DEC14)	\$55.77	\$58.31	\$60.92	\$63.67	\$66.52
	2016 (2015DEC27)	\$56.89	\$59.48	\$62.14	\$64.94	\$67.85
	2017 (2016DEC25)	\$58.03	\$60.67	\$63.38	\$66.24	\$69.21
	2018 (2017DEC24)	\$59.48	\$62.19	\$64.96	\$67.90	\$70.94

Appendix IA –Temporary Employment Programs
 Engineering Co-Op (ENCO) and Business Co-Op (BUCO) Programs
 Hourly Rates

		Pay Step				
Pay Grade	Effective Date	A	B	C	D	E
		Term 1	Term 2	Term 3	Term 4	Term 5
ENCO	2015 (2014DEC14)	\$28.85	\$30.13	\$31.48	\$32.90	\$34.38
	2016 (2015DEC27)	\$29.14	\$30.43	\$31.79	\$33.23	\$34.72
	2017 (2016DEC25)	\$29.14	\$30.43	\$31.79	\$33.23	\$34.72
	2018 (2017DEC24)	\$29.43	\$30.73	\$32.11	\$33.56	\$35.07
		Pay Step				
Pay Grade	Effective Date	A	B	C		
		Term 1	Term 2	Term 3		
BUCO	2015 (2014DEC14)	\$28.85	\$30.13	\$31.48		
	2016 (2015DEC27)	\$29.14	\$30.43	\$31.79		
	2017 (2016DEC25)	\$29.14	\$30.43	\$31.79		
	2018 (2017DEC24)	\$29.43	\$30.73	\$32.11		
Notes:						
1. Only students registered in a Co-Op program of an accredited post-secondary institution may be slotted into the ENCO or BUCO wage grid.						
2. It is understood that ENCO and BUCO terms are four (4) months in length. Should a student be enrolled in an 8-month term, it is understood that it will be considered as consecutive four (4) month terms and the student will progress to the next available step of the wage grid when the first 4-month term has been completed.						
3. A student's prior Co-Op experience/participation shall be considered on a one-for-one basis in order to place the student on the correct wage grid step.						

Appendix IA – Temporary Employment Programs
Summer Employment Program (SEP)
Hourly Rates

Effective Date	Pay Grade			
	SEP-A	SEP-T	SEP-P	SEP-IT
2015 (2014DEC14)	\$20.43	\$28.39	\$28.85	\$28.67
2016 (2015DEC27)	\$20.63	\$28.67	\$29.14	\$28.96
2017 (2016DEC25)	\$20.63	\$28.67	\$29.14	\$28.96
2018 (2017DEC24)	\$20.84	\$28.96	\$29.43	\$29.25
Notes:				
1. Students will be placed on the wage grid that best aligns with the scope and accountabilities of the position that they are filling.				
2. SEP-A is for positions of an administrative nature, aligning with the Administrative Job Stream of the Capital Power/HAY Point Factor Job Evaluation System.				
3. SEP-T is for positions of a technical nature, aligning with the Technical Job Stream of the Capital Power/HAY Point Factor Job Evaluation System.				
4. SEP-P is for positions of a professional nature, aligning with the Professional Job Stream of the Capital Power/HAY Point Factor Job Evaluation System.				
5. SEP-IT is for positions of an Information Technology nature, aligning with the Information Technology Job Stream of the Capital Power/HAY Point Factor Job Evaluation System.				

Civic Service Union 52

Addendum to the Collective Agreement

**The Following Addenda's to the 2015 – 2018 Collective Agreement
are Individual Addenda but are Grouped Together for Signing
Purposes Only**

Addenda:

Addendum 1 Jurisdictional Allocations

Addendum 2 Vacation Plan – November 16, 2007 (for employees who opted to
remain on previous vacation plan.

**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 2015 to 2018

Collective Agreement

Between

Capital Power (CAPITALPOWER)
(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 1

Jurisdictional Allocations

A. Management Initiated Reviews

*

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 and *all relevant parties* 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 *or change* from the bargaining unit.

B. Union Initiated Reviews

*

Problem Solving Phase

1. Where the Union has identified a position for review, the Union will advise the *Company's Human Resources Department* 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 14.03. 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 12.

Addendum 2

Vacation Plan - November 16, 2007 (for employees who opted to remain on previous vacation plan).

For full-time permanent employees who chose by November 16, 2007 to remain on their then current vacation plan, Article 9.02.02. of the Collective Agreement is replaced with the following:

Full-time permanent employees will receive the following vacation leave:

On or after the:	Annual Entitlement		Maximum annual entitlement	
			7.5 hour days	8.0 hour day
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

In addition, employees on this vacation plan will also be eligible for Leave for Personal and Family Related Responsibilities as follows:

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. These hours may not be carried over into the next benefit year.
3. 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 Capital Power.
4. 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.
5. 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.

NOTE: This vacation plan was closed on November 16, 2007. The employees who chose to remain on this vacation plan are not eligible for personal leave hours.

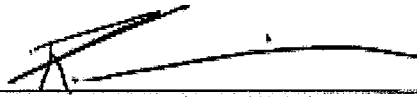
Signed this 16 day of August, A.D. 2016

CIVIC SERVICE UNION 52

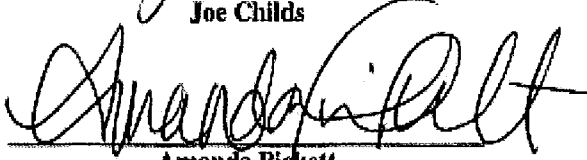
CAPITAL POWER



Joe Childs



Richard Williams



Amanda Pickett




Angela Bourbonnais




Kevin Parry



Cameron Fischer



Joanna Moyer



Wendy McDermott



Witnessed By

Letters of Understanding

Civic Service Union 52

The Following Groups of Letters of Understanding to the *November 17, 2015 – December 23, 2018* Collective Agreement are Individual Letters but are grouped together for signing purposes only

1. Work Experience Programs
2. Summer and Temporary Employment Programs
3. Travel & Expenses
4. Posting and Filling of Vacancies – Applies Only to IT Positions
5. Short Term Incentive Pay Program
6. Company Site Premium Program GSP
7. Severance

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

Capital Power (CAPITALPOWER)
(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 1 – Work Experience Program

1. * It is mutually agreed by the parties, that the Company may participate in *work experience programs as determined by the Company*.
2. * Any wages or compensation and working conditions for the individuals participating in such work experience programs shall be determined by the Company. As much as possible, the Company shall endeavour to develop terms and conditions of employment that are consistent with the existing provisions in this Collective Agreement.
3. * The Company shall 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.

Letter 2 – Summer and Temporary Employment Programs

1. Engineering Co-Op (ENCO) and Business Co-Op (BUCO) Programs
 1. The parties agree that students enrolled in a Business Co-Op or Engineering Co-Op program, who perform work that would normally fall within the jurisdiction of the Union, may be hired by the Company.
 2. Wage rates for these Co-op programs will be as outlined in Appendix IA.
 3. All other terms and conditions of the Collective Agreement will apply, unless otherwise noted or agreed to by the parties.

2. Summer Employment Program
 1. The parties agree that students may be hired under the Capital Power Summer Employment Program as full time temporary employees for up to five (5) months on a seasonal basis.
 2. Employees hired in these types of temporary positions, will be placed in the job stream commensurate with the nature of work being performed in the position based on a determination made by the Company.
 3. Wage rates for the Summer Employment Program (SEP) will be as outlined in Appendix IA.
 4. All other terms and conditions of the Collective Agreement will apply, unless otherwise noted or agreed to by the parties.
 5. The parties may mutually agree to extend the timeframes for these Summer Employment positions on a case by case basis, if appropriate and / or extenuating circumstances exist.

3. Task-Based Employment
 1. Individuals may be hired on a temporary basis for up to ninety (90) days to perform work that is determined to be less than the scope and accountability of the AI job level.
 2. These temporary positions will be paid at the SEP-A rate of pay, if appropriate for the level of work being performed and the relevant experience of the incumbent. If a new wage is required for the level of work being performed, the Company and the Union will review and agree on an appropriate rate of pay.
 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, if appropriate and / or extenuating circumstances exist.

*

Letter 3 – Travel & Expenses

It is mutually agreed and understood by the parties that the following terms and conditions shall apply to Out of Town Travel and Expenses:

1. *All business expense and business travel claims* made by employees will be submitted, processed and authorized consistent with the existing *Expense Claim Acceptable Use Policy* and / or all other applicable CAPITAL POWER financial policies.

Additionally, if an employee is given an advance by CAPITAL POWER for out of town business travel or expenses, it is expected that the employee will submit a CAPITAL POWER 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.

2. 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 a Company Credit Card, shall be reimbursed for all travel, accommodation and meal expenses as per CAPITAL POWER policy.
3. 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.
4. Should there be a reason for extended out of town work and travel for more than one (1) week in duration, the parties agree to meet and agree to terms and conditions for the out of town work prior to work commencing.

Letter 4 – Posting and Filling Vacancies – Applies Only to IT Positions

1. Further to Clause 13.07., 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 17.03.01. 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 5 – Short Term Incentive Pay Program

1. The parties agree that the permanent full-time and permanent part-time employees will be included in the Company's short-term incentive program *as per Company policy*.
*
2. The short-term incentive will include performance measures based on *business performance measures* and an employee's Individual Performance.
*
3. Target pay percentage will be two and one-half (2 ½) percent with a maximum of five (5) percent
4. These pay percentages are based on an employee's regular base salary as of December 1st of the performance year (prorated for service and eligible paid time).
5. The short-term incentive program will be the Company's corporate program, and will align to respective Business performance measures to ensure all employees, including management and unionized, are working to the same performance measures.
6. The performance measures (Business and Individual Performance) may change from year to year. However the target pay percentage of two and one-half (2.5%) will remain unchanged.
7. In order to be eligible for the payout, employees must be actively employed on December 1 of each performance year and be actively employed on the date of payment. Actively employed means an employee in receipt of pay.
8. The short-term incentive for all employees will be paid *in accordance with Company short-term incentive programs* every year, once Company financials are known.
*

Letter 6 — Company Site Premium Program – GSP

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

The Program:

- The Genesee Site Premium Program ("GSP") is an extension of Company policy that will see all eligible Company employees receive a bi-weekly lump sum payment of five hundred dollars (\$500.00) per bi-weekly pay period.
- This payment is not part of an employee's compensation.
- The GSP will be paid to eligible employees for the duration of this Collective Agreement. At the conclusion of this Collective Agreement, this Letter of Understanding will expire. If at the expiry of this term of the Collective Agreement the Company intends to modify or cancel the GSP, the Company will provide the Union with a minimum of one (1) months' notice prior to doing so.
- The GSP is taxable.
- Eligible employees will receive the GSP while on vacation, using banked time or when they are accessing Short Term Disability for two (2) weeks or less.
- Employees will not receive the GSP if they are on Short Term Disability longer than two (2) weeks, Long Term Disability, Maternity Leave or Unpaid Leave of Absence.

Eligibility:

*

- The GSP program is applicable to full-time temporary and all permanent Company employees assigned to work out of Genesee as their home site/work location.
- Employees who are hired into temporary full-time positions, RAP or Co-Op student employment positions at the Genesee Generating facility will also be eligible for the GSP program.
- *Part-time employees will receive a pro-rated site premium based on average days worked. This will become effective the first pay period of 2017.*
- *Final approval for eligibility rests with the Company's Plant Manager, Genesee Operations.*

Letter 7 – Severance

*

A Permanent employee who is laid off as a result of workforce reduction will receive the following notice or pay in lieu of notice:

Severance Pay

Two (2) weeks per year of continuous employment with the Company. Continuous employment is defined in Article 3.03.

In addition,

an amount in consideration for an employee's age, calculated as follows:

- a) between 50 and 54 years of age: Two (2) weeks of regular pay
- b) between 55 and 60 years of age: Four (4) weeks of regular pay
- c) 60 years of age or older: Six (6) weeks of regular pay

The amount of Severance Pay shall not be less than four (4) weeks' notice or pay in lieu of notice.

The amount of Severance Pay and age consideration shall not exceed fifty-two (52) weeks' notice or pay in lieu of notice.

Outplacement counseling services as determined by the Company in consultation with the Union.

If an employee accepts severance as outlined in this LOU before recall rights have expired, they will no longer be eligible for recall rights.

Employees who accept severance as outlined in this LOU will have their employment with the Company terminated and they will not be eligible for rehire for the period equal to the severance.


Severance pay provided under this LOU shall be deemed to be inclusive of any and all legislative requirements for termination notice.

For the purpose of calculating the notice or pay in lieu of notice, years of service will be identified as the number of full years plus any additional months of service will be reflected as a fraction out of twelve and then multiplied by two (2) weeks per year of service.

Signed this 16 day of August, A.D. 2016

CIVIC SERVICE UNION 52

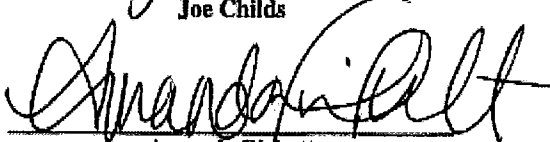
CAPITAL POWER



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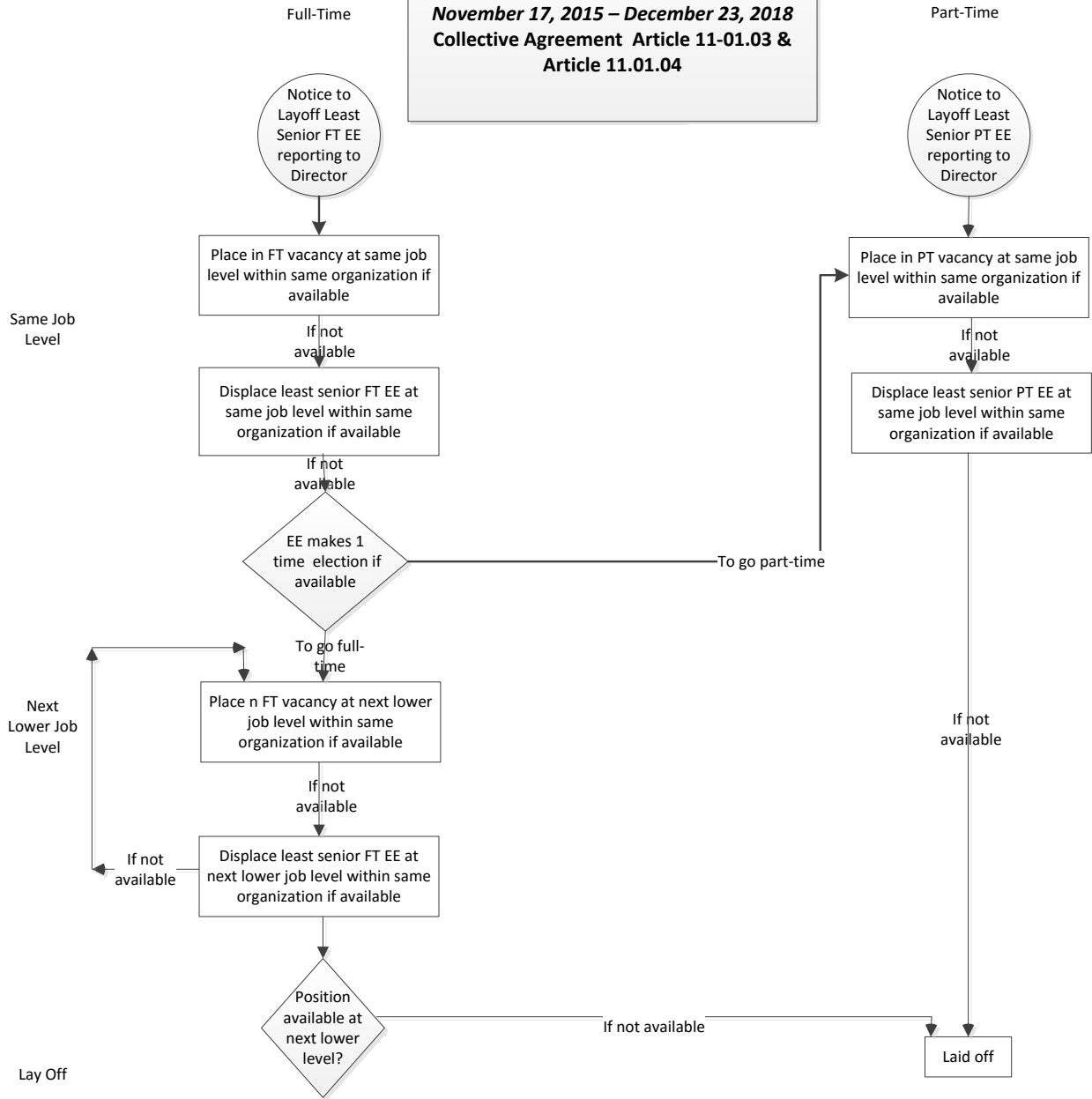


Wendy McDermott



Witnessed By

Workforce Reduction Process
Reference CPC / CSU 52
November 17, 2015 – December 23, 2018
Collective Agreement Article 11-01.03 &
Article 11.01.04



- EE can displace if:
- The EE has the required qualifications knowledge & skills
 - There is not a full time vacancy available
 - The EE is more senior (jurisdictional seniority)
 - In the event of a discrepancy between this chart and the provisions of the Collective Agreement the collective Agreement shall prevail.

EE = employee