

## MEMORANDUM OF AGREEMENT

Between Capital Power (hereinafter referred to as the "Company")

And Civic Service Union 52 (CSU 52) (hereinafter referred to as the "Union")

The parties agree that the terms outlined in this Memorandum of Agreement will be incorporated into the Collective Agreement, subject to approval by both Capital Power and CSU 52. This Memorandum will become effective on the date it is ratified by both parties, unless otherwise specified. It is understood that the parties agree to exchange ratification by December 12, 2025. If either party does not approve the Memorandum, its terms will not take effect.

### 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.

### 9.02.02- Annual Vacation Leave

Twentieth (20<sup>th</sup>)- in the chart

### 7.05 Pay for Work on Statutory Holidays

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~~2~~., this portion may also be banked.

### 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.~~

#### 9.05. 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.

#### 13. Posting and Filling Vacancies

##### 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.

#### 9.03 Leave of Absence

##### 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 Director, Employee 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. The Company's obligation to provide leave with pay for this shall be limited to twelve (~~12~~10) meetings. Additional meetings shall be provided as leave without pay.

#### 9.06 Employee Training and Career Development

## ~~Employee Training and Career Development~~

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

**When an educational or learning opportunity relates to an employee's current role or future career opportunities within the Company, the employee will submit a funding request to their manager for review, discussion, and approval.**

### 5.02 Discipline

#### 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.~~

**Upon written request to Human Resources, an employee shall have the right to review the contents or request copies of their payroll file, including any documents stored in Workday. Employees retain the right to provide comments on the Annual Performance Review document prior to the manager's input and to review the document.**

### 7.07 Standby Service and Pay

7.07.03. Statutory holidays – ~~the equivalent of five (5) hours regular pay per twenty-four (24) hour period of standby coverage.~~ **A minimum equivalent of (2) two hours, and maximum of (5) five hours regular pay per (24) hour period of standby coverage. Calculated at (1) hour pay per (4) four-hour standby period.**

### 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.~~

**When an employee is appointed by their manager to relieve in a senior position for one (1) day or more and is required to assume the responsibilities and duties of that senior role, the employee shall receive, for each complete day of relief, a pay increase of five percent (5%) above their regular rate.**

## 19. Flexible Hours of Work

Variable or flexible hours of work may be established or changed based on operational requirements or employee requests. Hybrid work is **in effect and directed by existing operational requirements and the company program.** ~~may also be established through operational requirements or company policy.~~

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. **Where there is a bona fide operational need for the Company to vary flexible hours of work from the standard core hours (ie to support North American facility operations), the Company and the employee will discuss that need and come to a mutual agreement of those hours. Where no agreement is reached, current Company practice will be the default.**

## 21. HAY Job Evaluation Process

21.01.

**Upon request, an employee may receive an updated copy of their own position description and HAY evaluation from their Manager or Human Resource.**

Position Reviews Where the duties of a position have significantly changed, an employee, may submit a request to their Manager **and/or Human Resources** for the review of the allocation of their position. The employee will consult with their Manager **and/or Human Resources** 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.

## 18.02. Expenses

18.02.01. All business expense and business travel claims made by employee will be submitted, processed and authorized consistent with the existing ~~Expense Claim Acceptable Use Travel & Expense Policy~~ and / or all other applicable **associated standards.** ~~CAPITAL POWER Financial policies.~~

~~18.02.02. Employees who use their private motor vehicles to perform Company business shall be reimbursed for parking charges upon presentation of receipts or a claim.~~

~~18.02.03. Employees who use their private motor vehicles to perform Company business shall be reimbursed for mileage consistent with Company policy.~~

#### 12.01.07. Application

~~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.~~

#### 12.04.02. 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.~~

#### **9.01.04 New Article**

##### **Personal Days of Significance**

**The Company and the Union acknowledge that we have a diverse workforce, and statutory holidays may not always reflect the unique needs of employees, their families, or communities. To support holistic wellbeing, foster work-life balance, and promote inclusivity, eligible employees may substitute two statutory holidays with two days of personal significance.**

**Employees who qualify under the flexible hybrid program may substitute two statutory holidays with two days of personal significance, subject to the following conditions:**

- 1. Eligible Statutory Holidays: Boxing Day and Easter Monday may be substituted.**
- 2. Approval Requirement: Substitution of statutory holidays must be approved by the employee's manager.**
- 3. Overtime Provisions: Employees who work on a statutory holiday that has been substituted under this provision are not entitled to overtime pay (including time-and-a-half or double time).**

**4. For the purposes of standby pay, only Company-recognized statutory holidays will be compensated in accordance with Article 7.07.03. Personal Days of Significance will be compensated in accordance with Article 7.07.01.**

Letters of Understanding

**All three Letters of Understanding were renewed.**

**Appendices**

**General Wage Increases**

**2026- December 14, 2025 – December 12, 2026- 4% increase for all wage grids.**

**2027- December 13, 2026 – December 11, 2027- 3% increase for all wage grids.**

**2028- December 12, 2027 – December 9, 2028- 3% increase for all wage grids.**

**2029- December 10, 2028 – December 8, 2029- 3% increase for all wage grids.**

**~~Notes to Wage Schedule:\*~~**

**~~1. In 2019 a one-time only lump sum payment of to each Laboratory Technologist employed out at Genesee at the time of ratification to remove Shift Differential.~~**

**~~2. In 2019 the Weekend Work Premium was removed from the Collective agreement.~~**

**~~3. Upon ratification, the Company will pay an additional \$500 lump sum to all current permanent employed Union members.~~**

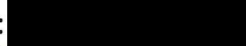
**IN WITNESS WHEREOF**, the parties hereto have executed this Memorandum of Agreement on the dates indicated below.

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**For Capital Power**

Name: Jeff Vaasjo

Title: Head of Talent

Signature: 

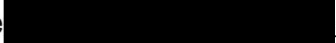
Date: Dec 3, 2025

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**For CSU 52**

Name: Rebecca Dani

Title: Labour Relations Officer

Signature: 

Date: December 3 2025

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**Witness**

Name: Bryce Jonett

Signature: 

Date: December 3, 2025

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**Subject to Errors & Omissions**