

**MEMORANDUM OF AGREEMENT**

between

**EPCOR Utilities Inc.**

(hereinafter referred to as the "Company")

- and -

**Civic Service Union 52 (CSU 52)**

(hereinafter referred to as the "Union")

The undersigned agree to recommend to their principals the attached amendments for inclusion/deletion in the Collective Agreement between the parties. It is understood that the parties agree to exchange ratification by Oct 10/25.

The non-acceptance of the contents of this Memorandum by either of the said principals shall nullify the positions established herein.

The contents of this Memorandum, if ratified by the principals, shall become effective the date of ratification unless specified otherwise.

SIGNED this 25 day of September A.D. 2025

**CSU52**

[Redacted Signature]

Richard Colwell  
Lead Negotiator, CSU 52

Rebecca Dahl  
Labour Relations Officer, CSU 52

Bryce Jowatt  
President, CSU 52

Surjit Khakh  
Contractual Unit Director

Gregory Derkach  
Technologist, Engineering

Roberto Pohl  
Analyst, Procurement

Allen Gavinchuk  
Technologist, Planning & Coordination

**EPCOR Utilities Inc.**

[Redacted Signature]

Aaron Miller  
Senior Manager, Labour Relations

Dennis Begoray  
Consultant, Human Resources

Travis Shmyr  
Director, Planning & Engineering

Dana Fifield  
Sr. Manager, Customer Care

Dale Debock,  
Sr. Manager, Support Services

Georgé Leung  
Sr. Manager, Finance & Regional Reporting

Matthew Radkie  
Sr. Manager, Project Delivery

**Subject to Errors & Omissions**

## WHEREAS

(last paragraph)

This 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 will 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 will include the plural and all words in the plural will include the singular; words of masculine gender will include the feminine. **Wherever a gender specific or gender-neutral (he/she/they/them) appears in this agreement it shall also mean all genders.**

### 5.03. Forwarding of Union Dues

- (b) **For** Employees granted leave of absence without pay in excess of ten (10) consecutive working days ~~will make arrangements to prepay union dues for the period of absence, before their leave of absence commences.~~, **dues will accrue in arrears while on leave. Arrears will be processed once the Employee receives earnings or when they return from leave.**

### 6.01. Hours of Work

- (a) The standard hours of work for employees under this agreement will be seven and a half (7 ½) hours per day **of paid time**, between 08:00 and 16:30 hours, including **an unpaid** lunch period of one (1) hour, five (5) days per week, Monday through Friday.
- (b) Hours of work other than those outlined in Clause 6.01 (a) may be established where requirements of service or mutual agreement occur. The hours of work will not exceed eight (8) hours per day **of paid time** or forty (40) hours per week, **including an unpaid lunch period of one (1) hour, five (5) days per week, Monday through Friday** ~~exclusive of lunch periods.~~ Off days will be consecutive, wherever practicable.

#### **Note:**

- 1) **An employee working seven and a half (7.5) hours per day will have a total work day duration of eight and one half (8.5) hours.**
  - 2) **An employee working eight (8) hours per day will have a total work day duration of nine (9) hours.**
- (c) All existing hours of work will remain in effect unless terminated by the Company, however, the Union and the Company may review the necessity of these hours of work jointly. Vacant positions having hours of work established at eight (8) hours per day or forty (40) hours per week, exclusive of lunch periods, will be reviewed by the Company prior to posting. In the event that there is no requirement to continue said hours of work, these positions will be posted having hours of work which will consist of seven and a half (7 ½) hours per day. ~~These positions which continue to have hours of work established at eight (8) hours per day or forty (40) hours per week, exclusive of lunch periods, will have the hourly rate for eight (8) hour positions included on the posting for the position.~~

6.02. Overtime Work

- (c) Employees called out from their residence in order to **physically** report to their **a Company or Contractor** job site for emergency work outside the scheduled hours of work for their position, but not immediately preceding them, will receive not less than two (2) hours' pay at the specified overtime premium.

6.06. Temporary Change of Duties

- ~~(b) In the event that an employee's salary exceeds the salary range of their confirmed position, they will receive an adjustment equivalent to the dollar difference between the salary in the range of the senior position which is closest to the employee's established salary and the next step in the range of the senior position, or to the initial salary provided in the salary range of the senior position, whichever is greater.~~

7.01. Wages

- (f) If an error results in the underpayment of an employee's pay, the Company will 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. **In the event of an overpayment the Company will provide the reason for the overpayment, the amount of the overpayment and will work with the employee on a schedule of repayment within a reasonable period.**

**8. Fringe Benefits**

8.01. Statutory Holidays

- (a) The following days will be recognized as statutory holidays for the purpose of this agreement, and all permanent, provisional, ~~and~~ **probationary and temporary** employees will 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, National Day for Truth and Reconciliation (Sept 30), Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day (December 26), and any other holiday which the Company allows employees as a whole.

- ~~(b) Temporary employees will be eligible to receive statutory holidays as outlined in Clause 8.01(a) provided they meet the terms and conditions set out in this Section.~~

8.02. Annual Vacation Leave

- b) Employees that are eligible for Personal Leave Hours will not be eligible for **Personal Employee** and Family Responsibility Leave.

- (f) When a temporary or provisional employee is appointed to the permanent staff, their length of service for vacation entitlement purposes will be established by adding together the total number of pay periods employed with the Company as a provisional or temporary employee and by dividing by ~~twenty-six point one (26.1)~~ **the number of pay periods in the calendar year**. The result thus obtained will constitute the years of service and these, added to subsequent years of service, will constitute the years of service for vacation entitlement purposes. In addition, the employee's Vacation Anniversary Date will be adjusted to be consistent with Clause 8.02(b).

### 8.03. Leave of Absence

- (a) Leave With Pay
- (iv) Leave for Medical and Dental Appointments

Employees will endeavour **make every reasonable effort** to schedule medical and dental appointments outside of their scheduled work hours. **Employees will** provide reasonable notice to the employer of the appointment, **where possible**.

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

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

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

- (b) Leave Without Pay

**\*\* (d) Employees may request to take leave without pay for the purpose of observing a bona fide annual religious, cultural or ethnic day of significance. Request for such leave will be submitted in writing to their manager a minimum of thirty (30) days in advance and will be subject to management approval.**

(d) (e) Other leaves of absence without pay may be granted to an employee in accordance with the Alberta Employment Standards Code or at the discretion of the Company.

#### 8.04. Supplementation of Compensation Award

If an employee is prevented from performing their regular work with the Company on account of an occupational accident that is recognized by the Workers' Compensation Board **(WCB) for Temporary Total Disability or Temporary Partial WCB Benefits** 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 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 supplementation **of Temporary Total Disability or Temporary Partial WCB Benefits** will not be payable to any employee entitled to compensation after pension age if the employee is entitled to a pension or after the full age of sixty-five (65) years if the employee is not entitled to a pension. Subject to these limitations, the following applies:

#### 11.01. Layoffs and Recalls

##### (g) Application

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

~~EPCOR Water Services includes EPCOR Drainage Services for the purposes of administering article 11.~~

## 12. Posting and Filling Vacancies

- 12.02 Where the conditions of service indicate that the position is required to be filled immediately, a temporary appointment **up to ninety (90) calendar days** may be made for the duration of the posting procedure which in no instance will exceed ninety (90) calendar days. **The Company may extend a temporary appointment beyond ninety (90) calendar days for the purpose of providing coverage for Short Term Disability**

**(STD), in which case the Company will inform the Union of these circumstances prior to proceeding.**

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

The Company will have the right to fill vacancies from:

- (a) reversions from a trial period;
- (b) terminations of employment during a probation period; and,
- (c) employees vacating temporary positions, among the original applicants to a posting without re-posting such vacancies.

The right to make a selection out of the original competition file in these circumstances will extend for a period of nine (9) months from the date of a temporary appointment made in accordance with Clause 42-02 **12.01** and / or for a period of six (6) months from the date that the position was originally posted. The Company agrees to notify all internal applicants to the original posting, with a copy to the Union that a second selection has been made in accordance with Clause 12.05.

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

## **16. Dispute Resolution Process**

### 16.02 Problem Solving

- (b) **In advance of discussions and where possible, The discussion should include sharing relevant information including letters of expectation, prior discipline or any other relevant information to the dispute, should be shared between the parties. to the fullest extent possible., at the earliest opportunity.**

### 16.03. Consultation **– Stage 1 Grievance**

- (a) A **grievance will be initiated by submitting a** request for Consultation ~~will 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 will include the details of the dispute with a copy directed to the immediate out-of-scope manager where applicable.

- (c) A request for Consultation by an employee(s) or the Union will be submitted to the Director of Human Resources Operations.
- (e) Once ~~initiated~~ **received**, a representative of Human Resources **the parties** will **initiate discussion within ten (10) working days from the date the grievance is filed to schedule a date to meet for the purpose of resolving the dispute**, ~~schedule a meeting of~~ **including** people who are essential to resolving the dispute (as determined by the parties). The meeting may be facilitated by the Human Resources representative and/or the Union, or another person acceptable to the parties.
- (g) Consultation will take place as quickly as possible. The participants may continue to consult for as long as they are mutually satisfied that progress is being made. The employee(s), Union or the Company may conclude Consultation at any time by written notice to the other party(ies) **which will include the details of the alleged violations of the Collective Agreement that remain unresolved including specific clauses, reasons proposed resolves are unsatisfactory and the remedy sought. Prior to advancing to Formal Review, this information will be shared.**
- (i) If a dispute is not resolved by Consultation, **in accordance with 16.03 (g)**, an employee(s), the Union or the Company **may advance the dispute to** ~~initiate a Formal Review by filing a grievance.~~
- (f) The ~~facilitator(s)~~ **Parties** will encourage honest and respectful dialogue, information sharing, and help the participants define issues, explore interests and options, and achieve mutually acceptable solutions.

## **21. HAY Job Evaluation Process & Position Descriptions**

### 16.04. Formal Review – Stage 2 Grievance

- (a) A **request to advance the grievance to a Formal Review** will 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 will be submitted to the Director of **Human Resources Labour Relations** (or their designate). Grievances initiated by the Company will be submitted to the President of the Union.
- (c) Following receipt of the grievance, the Director of **Human Resources Labour Relations** or Union President (or their designates) **will initiate discussion within ten (10) working days from the date the grievance is advanced to schedule a date for a hearing** ~~convene a meeting as quickly as possible~~ involving representatives of the Union, the Company, and other people who are essential to the resolution of the dispute (as determined by the parties).
- (d) The Director of **Human Resources Labour Relations** or Union President (or their designate) will chair the meeting and help the participants seek a mutually acceptable resolution to the dispute. They will encourage an honest, respectful discussion of the issues, interests, options and potential solutions.
- (g) The employee(s), Union or the Company may conclude a Formal Review ~~at any time~~ by written notice to the other party(ies). Within ten (10) working days of the conclusion of the Formal Review, the Director of **Human Resources Labour Relations** or Union President (or their designates) will provide a written summary to the other party of their position on any issues that remain in dispute.

### 16.05. Arbitration – Stage 3 Grievance

- (b) Grievances referred to arbitration by the Union will be submitted to the Director of **Human Resources Labour Relations** (or their designate). Grievances referred to arbitration by the Company will be submitted to the President of the Union.

## **21.01 Position Descriptions**

**Upon request, an employee may receive an updated copy of their own position description.**

Renumber remaining parts of Article 21 and they otherwise remain unchanged.

## **26. Part-Time Employees**

### 26.05 Wages

Amend Clause 7.01(a) to read:

7.01(a) Part-time employees will be paid based on hourly rates of pay.

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

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

### Addendums

Addendum 1	Compressed Hours of Work Program – EPCOR Water Services Inc. – Water Trouble Dispatch (Dispatch Coordinators)	Renewed
Addendum 2	Compressed Hours of Work Program – EPCOR Energy Services – Public Service Representatives (12 Hour Shifts)	Renewed
Addendum 3	Provisions Applicable to Service Consultants (Previous Class Code 0155)	Renewed
Addendum 4	Jurisdictional Allocations	Renewed

### Letters of Understanding

Letter 1	Flexible Hours of Work	Renewed
Letter 2	Work Experience Program	Renewed
Letter 3	Summer and Temporary Employment	Renewed
Letter 4	Out of Town – Travel and Expenses	Renewed
Letter 5	Positions Within <b>Communications &amp; Public Engagement and Sustainability and Public Affairs</b> <del>Public and Government Affairs</del> – Flexible and Variable Hours of Work	Renewed with housekeeping changes
Letter 7	Roster of Arbitrators	Renewed with amendments
Letter 8	Leave for Employee and Family Related Responsibilities	Renewed
Letter 9	Engineering and Business Coops	Renewed
Letter 10	Severance	Renewed
Letter 11	Alberta Environment <b>and Protected Areas</b> <del>Compliance (A.E.C.)</del> Certification	Renewed with housekeeping changes
Letter 12	Joint Union – Company Jurisdictional Review	Renewed with amendments
Letter 13	Management Development Program	Renewed
Letter 14	Work from Home (WFH) Program - EPCOR Energy Services	Renewed with amendments
<b>Letter 15</b>	<b><u>Project ASCEND – Edmonton Contact Centre Support Communication</u></b>	<b><u>New</u></b>

**Letter 5 - Positions within Public and Government Affairs Communications & Public Engagement and Sustainability & Public Affairs – Flexible and Variable Hours of Work**

Further to Letter of Understanding #1 Flexible Hours of Work Program, the parties have agreed to a flexible hours of work program for selected positions in EPCOR ~~Public and Government Affairs~~ **Communications & Public Engagement and Sustainability & Public Affairs.**

**Letter 7 – Roster of Arbitrators**

1. It is agreed that the following list will be used to appoint single arbitrators pursuant to Clause 16.05(f), or to appoint the Chair of an arbitration board pursuant to Clause 16.05(g) of the collective agreement.
2. This list is in no particular order. Each party is open to selection from this list as they see fit, and such choice will be alternating with each arbitration.
  - Andy Sims
  - **Mia Norrie**
  - **David Jones**
  - **Greg Francis**
  - **Tom Joliffe**
  - **Mark Asbell**

**Letter # 12 – Joint Union – Company Jurisdictional Review**

**The Company and the Union have completed a review of Corporate Services, Energy Services and Electricity Services and have drafted a Letter of Understanding to administrate any employee changes. The Union will respond on those items prior to moving to the review of Commercial Services and Water Services.**

**It is the expectation for this project that it will be completed before the expiry of this agreement.**

**Letter # 14 - Work from Home (WFH) Program - EPCOR Energy Services**

Employees will be scheduled for a minimum of one regular shift a month within the EPCOR Contact Centre. ~~location to maintain in-person communication, connection and familiarity with the in-office environment.~~ **Days that are scheduled at the EPCOR Contact Centre that are missed due to approved vacation or Union Business (as per Article 8.03 (a)(i)) will not be required to be made up by employees.**

Employer Responsibilities	Employee Responsibilities
<b>RE: Necessary Physical Equipment</b>	
<ul style="list-style-type: none"> <li>• <del>Arrangements for and installation of a separate phone line in the employee's home EPCOR work area. EPCOR is responsible for the installation cost</del></li> </ul>	<ul style="list-style-type: none"> <li>• <del>Upon reasonable notice, the employee will allow EPCOR's contractor access to the employee's home EPCOR work area to install the phone line and when necessary</del></li> </ul>

Employer Responsibilities	Employee Responsibilities
and ongoing payment of all costs (including repairs and removal) for the phone line.	repair or remove the phone line.
<b>Employee Home EPCOR Work Area Conditions</b>	
<ul style="list-style-type: none"> <li>• Prior to approval in the program, management will conduct an initial home office requirement inspection.</li> <li>• Prior to commencement of the employee working from home, management and an HS&amp;E representative will conduct a secondary workplace inspection to all safety and ergonomic requirements have been met. Management will also confirm that the technical functions of the EPCOR provided equipment are operating effectively.</li> <li>• The employee's home EPCOR work area must pass this communicated assessment in order to move forward with the WFH arrangements.</li> <li>• Periodic safety audit will be conducted by management through work from home arrangement.</li> </ul>	<ul style="list-style-type: none"> <li>• Employee's home EPCOR work area location must be in the employee's primary residence which will be located within the City of Edmonton or within <b>60 minutes of travel time of EPCOR Tower</b>, 50 km of the City of Edmonton.</li> <li>• The employee's home EPCOR work area will: <ul style="list-style-type: none"> <li>○ be separate from other living areas</li> <li>○ be in a location where business conversations cannot be heard by others and away from noise and distractions</li> </ul> </li> <li>• The employee will notify EPCOR with reasonable notice when home renovations or repairs affecting the employee's home EPCOR work area are anticipated</li> <li>• The employee will maintain adequate lighting that does not produce glare or reflections on the computer monitors'</li> <li>• The floor of the employee's home EPCOR work area will be free of trip, slip and fall hazards, without protrusions, loose tiles or loose carpet</li> <li>• Passageways and exits are clear and unobstructed</li> </ul>

#### Termination of Program Participation

WFH may be terminated by the Employee or EPCOR on 30 days written notice ~~or EPCOR on 60 days written notice~~, or earlier by mutual agreement. **If an employee requires more time to make necessary arrangements, the Parties will meet to discuss.**

#### Letter #15 - Project ASCEND – Edmonton Contact Centre Support Communication

1. **The Company and the Union agree to meet on a quarterly (or as needed) basis to discuss updates related to Project ASCEND in the Edmonton Contact Centre. The Union has expressed concerns regarding employment security and the Company is committed to sharing information. During these quarterly meetings, the Union is invited to request information, ask questions and provide suggestions on addressing any concerns raised by employees related to Project Ascend. Any sensitive information shared with the Union shall be held in the strictest confidence. The Union shall be entitled to request and receive relevant information, ask questions, and make recommendations to mitigate adverse impacts on employees. The Company shall give due consideration to such recommendations and make reasonable efforts to accommodate them.**

2. **The Company will not eliminate, displace, or lay off any permanent employee at the Edmonton Contact Centre as a result of changes associated with Project Ascend, including geographic restructuring, without first exhausting reasonable alternatives in consultation with the Union.**
3. **Any employee subject to potential displacement due to Project Ascend will be entitled to reassignment, retraining, or other mutually agreeable alternatives, as outlined in Article 11.**

Workforce Reduction Process;

ee EE can displace if:

- The ee **EE** has the required qualifications, knowledge & skills
- there is not a full-time vacancy available
- the ee **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.

**General Wage Increase:**

2025 – 2.75%

2026 – 3.00%

2027 – 3.00%

No changes to all SEP, ENCO or BUCO rates

Wages retroactive to the start of the agreement and all other terms and conditions are effective on the date of ratification.