

Letter of Agreement

between

**Capital Power (CP)
“the Company”**

Of the First Part

- and -

**Civic Service Union 52
The International Brotherhood of Electrical Workers, Local 1007 (Power)
UNIFOR 829
“the Union”**

Of the Second Part

Re: Health Benefits

The parties to this Letter of Agreement see value in providing health benefits for all CP employees and they want to ensure that benefits are competitive with the marketplace, cost effective, valued by employees, and sustained over time. The parties agree as follows:

1. Benefit Coverage

The Company will provide a Benefits Plan for eligible permanent employees, including short term disability, long term disability, group life insurance, extended healthcare, dental plan, personal spending account, and a health spending account, comparable to the current health benefits plan. In addition, employees are eligible for sick days as per the Capital Power Sick Leave program.

The Company will provide a Benefits Plan for eligible extended temporary employees, including essentials extended healthcare, essentials dental plan and basic life insurance. In addition, employees are eligible to five (5) sick days per year paid at 100% of regular wages.

2. Participation in the Plan

The parties to this agreement agree that the members of their respective bargaining units will continue to participate in the Capital Power Flex Benefits Plan (“The Plan”).

3. Relationship to Collective Agreements

- a) Some Collective Agreements may contain provisions relating to some of the subject matter covered by this Letter of Agreement. In the event of a conflict between a Collective Agreement and the provisions of this Letter of Agreement, the provisions of this Letter of Agreement will govern.
- b) There will be no pyramiding of benefits under this Letter of Agreement on top of similar benefits in a Collective Agreement (for example, two sets of disability benefits).
- c) During the life of this Letter of Agreement, the Union or the Company will not amend any Collective Agreement in such a manner so as to provide short-term disability, long-term disability, Provincial Health Care, group life insurance, extended health, dental or other health benefits which are beyond those

specifically provided for in this agreement unless the Union has withdrawn and is no longer a party to this Letter of Agreement.

4. The parties agree to form a Joint Benefits Advisory Committee to provide input to CP in the administration of The Plan. Two representatives from each Union that is party to this Letter of Agreement will be eligible to participate.
 - a) The primary objectives of the committee will be to:
 - i) Provide input regarding The Plan.
 - ii) Review the operations of The Plan and provide input regarding the annual benefits renewal.
 - iii) Discuss and clarify discrepancies arising out of the administration of The Plan.
 - iv) Consider requests for coverage outside the provisions of The Plan (exceptions) and make recommendations.
 - b) The Advisory Committee will meet annually or as required.
 - c) The Advisory Committee will be chaired by a representative of People Services – Employee Wellbeing.
 - d) The Advisory Committee will develop Terms of Reference consistent with this Letter of Agreement.

5. Renewal

- a) The Company will review and share the operations of The Plan, including providing an overview of annual financial performance, and consult with the Joint Benefits Advisory Committee to obtain input regarding annual benefits renewal.
- b) The Company will provide an increase in funding to the Capital Power Benefits Plan as follows:
 - i) The flex credits allocated to employees will be increased by at least the percentage increase in average weekly earnings as published by the Conference Board of Canada for provinces in which Capital Power has employees averaged over the prior year, renewal year and a projection for the year post renewal. Where actual average increases are not available, projected increases as published by the Conference Board of Canada will be used. Capital Power reserves the ability to take the value of the increase in flex credits and apply it to employee price tags or increased spending account deposits.
 - ii) The increases to the price tags paid by employees for extended health and vision options will not exceed Sun Life's inflation factor for extended health and vision, averaged over the prior year, renewal year and a projection for the year post renewal. Where actual average increases are not available, Sunlife's projected increases will be used. Capital Power reserves the ability to apply price tag increases at different rates to each level of health and vision coverage.
 - iii) The increases to the price tags paid by employees for dental options will not exceed the average of Sun Life's inflation factor for dental averaged over the prior year, renewal year and a projection for the year post renewal. Where actual average increases are not available, Sunlife's projected increases will be used. Capital Power reserves the ability to apply the value of price tag increases at different rates to each level of dental coverage.

Subject to the criteria above, the actual increases to funding will be dependent upon the plan experience and the corresponding increases to premiums.

6. Changes to The Plan (1.01)

The parties agree to meet at least 3 months prior to the termination date of this letter.

- a) The purpose of this meeting will be to:
 - i) Review potential changes to The Plan
 - ii) Discuss the renewal of this Letter of Agreement

b) Where changes are made to The Plan, they will result in written amendments to the Capital Power Flex Benefits Handbook.

No party to this Letter of Agreement is permitted to amend any of the provisions within this Letter of Agreement except as provided for in Article 6.

7. This Letter of Agreement is subject to grievance and arbitration in accordance with the Dispute Resolution provisions of each Union's respective Collective Agreement.

8. Subject to Article 6 above, this Letter of Agreement will expire on June 30, 2025.

SIGNED this 24 day of May, A.D. 2024

THE UNIONS

DocuSigned by: Joe Childs CSU52 Steve Southwood IBEW1007 Pierre Heteu UNIFOR829

CAPITAL POWER

DocuSigned by: Anna Snowden Anna Snowden Jeff Vaasjo

Witnessed By:

DocuSigned by: Donna Hildebrand Donna Hildebrand