Date:	February 6, 2023
Time:	

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")

	ed agree to recommend to their prince ement between the parties. It is ur 			
The non-accep	otance of the contents of this Mem dished herein.	norandum by	either of the said prin	ncipals shall nullify the
The contents of unless specifie	of this Memorandum, if ratified by the dotherwise.	ne principals,	shall become effective	the date of ratification
SIGNED this	6th	day of	February	A.D. 2023
<u>CSU52</u>		EPC	OR Utilities Inc.	
Joe Childs, Dire	ctor of Labour Relations, CSU 52	Aaro	on Miller, Senior Mana	ager, Labour Relations
Richard Colwell, 52	Labour Relations Officer CSU	Jay	Baraniecki, Director,	Energy Services
Teresa Doblanko, Contractual Unit Director			Wagner, Senior Mana ounting	ager, Corporate
Greg Derkach, T	echnologist, Engineering	Billy	Chan, Senior Manag	er, Regulatory Affairs
		Den	nis Begoray, Consult	ant, Human Resources

Subject to errors or omissions

General Wage Increases

December 20, 2020 (2021 Year)	1.00%
December 19, 2021 (2022 Year)	1.50%
December 18, 2022 (2023 Year)	2.75%
December 17, 2023 (2024 Year)	3.15%

\$500 bonus on successful ratification for A-Stream and SC-A Stream employees

Wages are retroactive and all other terms and conditions are effective on date of ratification.

26.09. Health and Welfare Benefits

Amend Article 23 to read:

Article 23 Health and Welfare Benefits

Permanent part-time employees will be entitled to all of the EPCOR Benefits provided to permanent full-time employees. The premiums for Alberta Health Care, Dental, Extended Health Care, Life Insurance and Long Term Disability (LTD) will be the same as that described for permanent full-time employees in the EPCOR Advantage Benefits Booklet.

Permanent part-time employees will be entitled to Annual Flex Credits in accordance with the EPCOR Advantage Benefits Plan Handbook.

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

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

Agreed In Principle

8.03 (a)(ii)

A permanent or provisional employee will be granted time off with pay, at the regular rate of pay, for their current position, for the purpose of making arrangements for, or attending, a funeral or for bereavement:

- (1) An employee will be granted five (5) regularly scheduled consecutive working days without loss of pay at the employee's regular rate of pay for the death of a spouse, <u>common-law partner</u>, <u>fiancé</u>, parent or child/<u>ward</u>. Leave will extend past the day of the funeral if there is a demonstrated need. However, in no event will the leave exceed the five (5) working days. Taking non-consecutive days will not be unreasonably denied.
- (2) For other members of the employee's immediate family that is, 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, the employee, on request, will be excused for any three (3) regularly scheduled consecutive working days without loss of pay at their regular rate of pay. Such leave will extend past the day of the funeral if there is a demonstrated need. However, in no event will such leave exceed the three (3) working days. Taking non-consecutive days will not be unreasonably denied.
- (3) One half (½) day's leave with pay to attend funeral services of persons related more distantly than those listed in Clause 8.03(a)(ii)(1) and (2) will be granted upon request. Upon demonstrating the need for additional time due to extenuating circumstances, this leave will be extended up to one (1) day.
- (4) The word "funeral" when used in respect of bereavement leave will include the initial memorial service which is held in conjunction with a cremation.
- (5) The term "extenuating circumstances" may include travelling time, shift schedule conflicts, or other reasons.
- (6) (5) A permanent or provisional employee on leave of absence, other than annual vacation leave, will not be eligible for bereavement leave.

Preamble:

WHEREAS:

In the spirit of partnership the parties will endeavour to create and maintain a positive and harmonious workplace that 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.

In the interests of fostering a partnership between the Union and the Company, the parties agree to establish regular forums (i.e. Union/Management meetings) to encourage dialogue between a Business Unit and the Union on the implementation, interpretation and operation of this Collective Agreement and/or the effect of Company or Union initiatives on this Collective Agreement.

The parties recognize a continuing need for representatives of the Company and the Union to meet regularly to engage in ongoing communication and interest-based problem – solving as issues arise. Both parties are committed to meeting regularly, at a minimum once per quarter. The duration and agenda of these meetings may be dependent on needs as they arise, and will be mutually agreed between the parties. Both parties are committed to ensure appropriate representation is available when meetings are called.

3.05

(c) Temporary Employee

"Temporary employee" will mean an employee who is filling a position:

- (ii) To replace an employee who is ill, injured or on an approved maternity or parental leave for a term of up to eighteen (18) twenty (20) months; or
- 5.04 Names and Addresses of Representatives
- (a) The Union will 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 will also inform the Company in writing of any changes to such list of names.
- (b) The Company will provide the Union with the following information regarding employees in positions that fall within the Union's jurisdiction:

A list of employee names, telephone numbers, and addresses in June and December each year.

This information is provided with the mutual understanding that the Union will use such personal information for the express purpose of carrying out the Union's responsibilities as the exclusive agent of employees covered by this Agreement, as these responsibilities relate to their members employment relationship with the Company.

The Union will take all reasonable steps to store and manage this information to prevent its use in a way that is not authorized by this collective agreement and/or applicable privacy legislation.

6.03. Banked Overtime

(b) On or before the second pay period in March the last pay date ending in April of each year, banked overtime hours in excess of eighty (80) hours will be paid out to the employee.

8.03 - Leave of Absence

(iv) Leave for Medical and Dental Appointments

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

8.06*. Safety Boot Subsidy & Base Layer Subsidy

An annual safety footwear subsidy will be provided by the Company up to a maximum of four hundred dollars (\$400) in a calendar year. The following is included in this subsidy:

- a) One hundred percent (100%) of the cost of safety footwear.
- b) One hundred percent (100%) of the cost of liners and insoles.
- c) One hundred percent (100%) of the cost of resoling or repairs.

The total expenses <u>for both the Safety Boot & Base Layer Subsidy</u> will not exceed four hundred dollars (\$400) in a calendar year.

Eligibility for the safety footwear & Base Layer subsidy is on the following basis:

- 1) Operational requirements, fair wear and tear and just cause must justify all initial purchases, subsequent purchases and repairs.
- 2) All footwear must be C.S.A. approved.
- 3) An original receipt **(paper or electronic)** detailing the purchase or repair must be provided for reimbursement.

Base Layer Subsidy Details

Some employees may be able to apply this combined subsidy towards the purchase of base layer clothing. The following terms apply:

- 1) Employee must be required to work outdoors in cold weather conditions.
- 2) Base layer clothing for employees requiring AR (Arc Rated) must be made of non-melting fabric (including 100% merino wool, silk or synthetic, flame resistant treated fabrics). For employees not requiring AR, base layer clothing may also include synthetic fabrics that are not flame resistant. All cotton or cotton-blend fabric items are excluded from the subsidy.
- 3) Clothing that meets the above conditions and is included in the subsidy are Base layers and are often referred to as "long johns", "long underwear", or "thermal underwear". Base layers include both tops and bottoms, tops can be short-sleeved or long-sleeved.
- 4) Clothing that does not apply includes underwear, bras, socks and other miscellaneous attire that is not described in (3).
- 5) An original receipt (paper or electronic) detailing the purchase must be provided for reimbursement.

In instances where a permanent employee is appointed to temporarily act in a managerial position for a period of twelve (12) months or less up to 20 months and the employee is reverted to their former position or an equivalent position within the scope of this agreement, then no posting will be required to complete the reversion.

Article 16.05 (a) Arbitration

A referral to arbitration will be initiated in writing within ten (10) twenty (20) working days of receipt of written notice of the conclusion of the Formal Review.

26. Part-Time Employees

26.06.* Statutory Holidays

Amend Clause 8.01. to read:

All part-time employees will have their statutory holiday pay paid on a bi-weekly basis as a premium calculated at 5% percent of regular hours of work at the regular rate of pay wages, general holiday pay and vacation pay earned in the four (4) weeks immediately preceding the holiday. Should this premium payment of statutory holidays in any way violate the Employment Standards Code or disadvantage any employee(s), the parties will meet to review this item and agree to another method of determining and paying for statutory holiday pay for part-time employees'.

Estoppel Notice #1

Shift Differential (Energy Services – Public Service Representatives)

In the past, there has been an inconsistent practice in the Company related to the coding and approval of Shift Differential for employees in the Energy Services Public Service Representative team (under Addendum II).

This letter is written to provide the Union formal notice that EPCOR will be returning to the language outlined in Article 6.07 in the collective agreement as it relates to eligibility for Shift Differential premiums for all employees in these positions.

6.07. Shift Differential

(a) An employee who works a scheduled shift, one-half (1/2) or more of which falls between 1600 and 0800 hours, will receive a shift differential of two dollars and twenty five cents (\$2.25) for each hour of that shift. An employee will be eligible for regularly scheduled hours worked at premium rates on statutory holidays only.

Estoppel Notice #2

This letter is written to provide the Union formal notice that EPCOR will be returning to the application of the language currently outlined in the collective agreement (Article 15) as it relates to the appointment of candidates who do not possess the required experience for a position.

Currently, where a posting does not expressly state that candidates not possessing the required experience for a position may be considered at the Developmental level and the proposed appointee is a Developmental candidate, the current practice has resulted in the Company submitting a Posting Waiver Request to the Union for approval or in the re-posting of the position in order to proceed with appointment of the developmental candidate.

The practice of submitting Posting Waiver Requests to the Union for this purpose will cease. All existing terms of Article 15 will otherwise be administered as outlined in the collective agreement.

Letter of Understanding # 12 – Joint Union – Company Jurisdictional Review

The Company and the Union will agree to continue a jurisdictional review of EPCOR's Business Units.

The Company and the Union have completed a review of all Corporate Business Units. The Union and the Company will work through the list of positions in the March 12, 2020 letter according to Addendum IV.

The Review will continue during the term of this agreement and will include the remaining BU's (which includes Electricity Services, Water Canada & Drainage Services). It is the expectation for this project that it will be completed before the expiry of this agreement.

LETTER OF UNDERSTANDING #15

between

EPCOR UTILITIES INC.

(hereinafter referred to as the "Company")

Of the First Part

CIVIC SERVICE UNION 52

(hereinafter referred to as the "Union")

Of the Second Part

Work from Home (WFH) Program - EPCOR Contact Centre Energy Services

This Letter of Understanding is intended to outline specific parameters of the Work From Home (WFH) program including any monetary items that may be relevant to employees participating in the program.

The following provisions shall replace those in the main body of the Collective Agreement for only those employees participating in the WFH program. Unless otherwise specified, clauses contained in the Main Agreement shall continue to apply. Where conflict or differences exist between the clauses contained in the main portion of the Collective Agreement, the specified provisions contained in this Letter shall prevail.

This program is available to Permanent Full Time and Permanent Part Time employees within Energy Services who meet the following criteria:

- Employee is a customer-facing staff member.
- Employee is on the Genesys system
- Employee reports into Energy Services
- Employee is in a non-supervisory role

To be eligible to participate in the program, employees must have had satisfactory <u>fully</u> <u>successful</u> performance over the previous 12 months, from the point of time that the employee applied to the program.

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.

Employees participating in the WFH program will be covered under EPCOR's Workers' Compensation Board (WCB) Plan (including recording and reporting of accidents) while work is performed from the employee's home. The WCB will continue to have the jurisdiction to determine if an incident would qualify under the Plan. The employee will report all work-related injuries immediately to their supervisor/manager, who will immediately ensure EPCOR's reporting responsibilities under the Plan are met. WCB coverage will include the employee's use of all equipment necessary to perform EPCOR work in the employee's home EPCOR work area.

Employees will ensure that they familiarize themselves with the checklist of responsibilities for The Employer and The Employee.

Employer Responsibilities	Employee Responsibilities	
RE: Necessary Physical Equipment		
 Arrangements for and installation of a separate phone line in the employee's home EPCOR work area. EPCOR is responsible for the installation cost and ongoing payment of all costs (including repairs and removal) for the phone line. 	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 repair or remove the phone line.	
EPCOR will be responsible for up to 100% of the installation or replacement cost of an internet modem in the employees home EPCOR work area, if the cost is reasonable and acceptable.	 The employee will provide EPCOR with the estimated installation cost from the employee's chosen internet service provider for review. If approved the employee will be reimbursed for up to 100% of the installation cost. The employee will be responsible for arranging the installation of an internet modem, and when necessary, repair or removal of the internet modem from the employee's home EPCOR work area. 	
EPCOR will provide a bi-weekly allowance as a taxable benefit through payroll of half the cost of the approved internet plan that meets the minimum required internet service bandwidth to perform EPCOR business in the employee's home EPCOR work area. If the approved Internet plan costs increase, EPCOR will increase the bi-weekly allowance accordingly.	 The employee is responsible to maintain the required internet service plan to perform EPCOR business in the employee's home EPCOR work area. The employee is responsible to pay the bill and any late fees incurred associated with the internet modem and usage. 	
Required internet service bandwidth is:		
50 Mbps download speed10 Mbps upload speed		
EPCOR will perform an evaluation and approval of the employee's furniture selection to ensure it meets ergonomic requirements. EPCOR will provide the employee with an \$800 taxable benefit for purchasing office furniture (desk, chair and keyboard tray) upon approval of the furniture. This amount will be paid in the pay period following the approval of the furniture.	 The employee is responsible to have their furniture selection reviewed and approved by EPCOR and deemed to meet ergonomic requirements prior to purchase. The employee is responsible within the next pay period of receiving the taxable benefit to purchase, have delivered, and assemble the furniture set-up, barring reasonable barriers. 	

- The employee may be eligible for an upgrade of equal value after 5 years of working from home and the benefit will be subject to operational requirements, fair wear and tear, and just cause.
- EPCOR is responsible to ensure reasonable ergonomic assessment and assistance as per the usual practice for onsite employees.
- EPCOR is responsible to provide and maintain office equipment that is essential to the work performed by the employee in the employee's home EPCOR work area.
- Equipment supplied by EPCOR:
 - Computer
 - o 2 monitors
 - Surge protector power bar
 - o 2 keyboards 1 keyboard
 - o 2 mice 1 mouse
 - Landline telephone (if not on VoIP)
 - 2 headsets 1 USB headset (or headset + USB dongle)
 - First aid kit
- In the event of long term sick absence, termination or an articulated extraordinary circumstance, EPCOR will make arrangements to retrieve EPCOR owned property listed above.

- The employee is responsible to reasonably care for office equipment in the employee's home EPCOR work area in the same manner as they would in a work area at any EPCOR facility and report all problems with equipment the earliest point such problems are noted by the employee.
- Equipment in the reasonable care of the employee:
- o Desk
- o Chair
- Keyboard tray
- Computer
- o 2 monitors
- Surge protector power bar
- o 2 keyboards 1 keyboard
- o 2 mice 1 mouse
- Landline telephone (if not on VoIP)
- o First aid kit

Employee Home EPCOR Work Area Conditions

- Prior to approval in the program, management will conduct an initial home office requirement inspection.
- Prior to commencement of the employee working from home, management and an HS&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.
- 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 50 km of the City of Edmonton.
- The employee's home EPCOR work area will:
 - be separate from other living areas
 - be in a location where business conversations cannot be heard by others and away from noise and distractions

 The employee's home EPCOR work area must pass this communicated assessment in order to move forward with the WFH arrangements. Periodic safety audit will be conducted by management through work from home arrangement. 	 The employee will notify EPCOR with reasonable notice when home renovations or repairs affecting the employee's home EPCOR work area are anticipated The employee will maintain adequate lighting that does not produce glare or reflections on the computer monitors' 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 Passageways and exits are clear and unobstructed
Fire Protection	
Captured in inspection visits	Ensure home smoke alarm and carbon monoxide monitor
Emergency Procedures	
Ensure First Aid kit is up to date Ensure communication of emergency contact numbers	 Establish, in consultation with EPCOR staff, an evacuation and shelter in place plan for review and approval of EPCOR's safety team Ensure First Aid kit is accessible Keep emergency contact numbers posted near the telephone Ensure emergency contacts are up to date with EPCOR
Electrical Safety	
All captured in inspection visits and hazard assessment	 Ensure that extension cords are in good condition and positioned properly Ensure all cords and cables are secured and do not present tripping hazards Ensure outlets are not overloaded and grounded Electrical equipment surge protection in place and properly ventilated Ensure receptacle plates are in good condition – not broken or with evidence of burning
Information Regarding On-site Attendance by E	
For all home visits, EPCOR will, at a mutually agreeable date and time with a minimum of 24-hours' notice to the employee.	Cooperation under reasonable notice
Business Continuity	
 EPCOR will assist an employee experiencing disruption to the 	The employee will inform EPCOR immediately if there is interruption to

- employee's home EPCOR work area (including and not limited to phone, electricity or internet service failure) by addressing the situation with reasonableness.
- EPCOR will pay the employee for the remainder of the employees shift in the event that service is disrupted and then cannot perform their work.
- Unforeseen and extraordinary circumstance impacting an employee's ability to return on their <u>current or</u> next scheduled shift would be taken into account.
- service at the employee's home EPCOR work area (including and not limited to phone, electricity or internet service failure). Based on the expected duration of disruption, the employee will be asked to come into the EPCOR Contact Centre for their next scheduled shift or sooner if agreed to by the employee.

their ability to provide customer

- EPCOR will ensure that such a situation is addressed with reasonableness
- Should an event disrupt normal business function within EPCOR Tower, impact to the employee's WFH arrangement will be communicated by EPCOR to the affected employee. Dependent on the expected duration of the event, the employee may be asked to come into the EPCOR Contact Centre or an alternative physical work site for their current or next scheduled shift if the disruption renders the WFH arrangement unworkable from a technical perspective
- Should an event disrupt normal business function within EPCOR Tower, the Employee will undertake Reasonable compliance regarding shift location for their <u>current or</u> next scheduled shift.

Security of EPCOR Information

- The Employee will designate an EPCOR approved work space to be defined as the Home Office.
- The employee must conduct all EPCOR business in the Home Office.
- The employee will protect the office and EPCOR assets by ensuring the office is secured and computer is in locked mode and inaccessible to others.
- The employee will adhere to EPCOR's "Acceptable Use Policy".
- EPCOR's data must not be stored on the employee's home computer or any other electronic device or media.
- The employee will work electronically and not produce hardcopy documents

- The employee will promptly report to their supervisor any circumstances or incidents which may compromise the proper retention and confidentiality of any records, documents, information or other property of EPCOR or third parties, which was acquired as a result of the employee's employment duties
- All software used by the employee on EPCOR computers must be EPCOR provided and installed by appropriate EPCOR personnel.
- Equipment and supplies provided by EPCOR are to be used only for the purpose of carrying out EPCOR's work.

Other information

 EPCOR will provide a completed T2200 Declaration of Conditions of Employment slip at the end of every tax year.

- Working from home and/or having a home office may have tax implications for the employee. The employee is responsible for working with the Canada Revenue Agency to get the information they need, and to accurately report home office use for tax purposes.
- The employee must ensure that the Work from Home arrangement is consistent with all municipal or regional district bylaws and regulations. The onus is on the employee to determine these requirements and ensure compliance.
- The employee will ensure that Work from Home (i.e. operating a home office) does not breach the terms of her or his household insurance policies, residential mortgages, and rental or lease agreements. The onus is on the employee to determine these requirements and ensure compliance.
- The employee must ensure that dependent care arrangements (including, but not limited to child care or elder care) are in place and that personal responsibilities do not interfere with job responsibilities.

WFH may be terminated by the Employee on 30 days written notice or EPCOR on 60 days written notice, or earlier by mutual agreement.

The employee's participation in the WFH program will automatically terminate if the employee moves to a different position or department.

The employee's participation in the WFH program may terminate if the employee moves to a different position or department. If an employee moves to a different position that offers WFH, there may be a period where they have to return to site to onboard into the new position before they can resume working from home in their new role.

In the event the employee's participation ends, EPCOR will make arrangements to retrieve EPCOR owned property. A minimum of 24-hours' notice will be provided prior to the on-site visit.

Letters of Understanding

Letter Number	Title	Action
1	Flexible Hours of Work	Renew
2	Work Experience Programs	Renew
3	Summer and Temporary Employment Rates	Renew
4	Out of Town- Travel and Expenses	Renew
5	Positions within Public and Government Affairs – Flexible and Variable Hours of Work	Renew
6	Short Term Incentive Pay Program	Renew
7	Roster of Arbitrators	Renew
8	Leave for Personal and Family Related Responsibilities	See below
9	Engineering and Business Co-Op Students	Renew
10	Severance	Renew
11	Alberta Environment Compliance (A.E.C.) Certification	Renew
12	Joint Union/Company Jurisdictional Committee	Amend and Renew
13	Management Development Program	Renew
14	Continuation of Drainage Transfer MOA	Delete
15	Work from Home – Contact Centre	Amend and Renew

Addendums

Addendum Number	Current Title	Action
Addendum I	Compressed Hours of Work Program – EPCOR Water Services Inc. – Water Trouble Dispatch (Public Service Representatives)	Renew with Housekeeping Changes. New Addendum Title: Compressed Hours of Work Program – EPCOR Water Services Inc. – Water Trouble Dispatch (Public Service Representatives Dispatch Coordinators)
Addendum II	Compressed Hours of Work Program – EPCOR	Renew with Housekeeping Changes. Compressed Hours of Work Program – EPCOR

	Distribution & Transmission Inc. – Public Service Representatives (12 Hour Shifts)	Distribution & Transmission Inc. EPCOR Energy Services – Public Service Representatives (12 Hour Shifts) The following provisions will apply to those employees (Public Service Representatives) of EPCOR Distribution & Transmission Inc. Energy Services engaged in a compressed work week program.
Addendum III	Provisions Applicable to Service Consultants (Previous Class Code 0155)	Renew
Addendum IV	Jurisdictional Allocations	Renew
Addendum V	Wind Up on Income Replacement Plan	Delete

Housekeeping Items

Number	Article	Current Language	Update to reflect new agreement
1		Current Agreement lists expiry date of December 19, 2020	
2	Appendices Note (p. 59)	Amend based on negotiated wage and term	
3	Addendum title page	Amend dates to reflect new term of agreement (p. 71-72)	
4	Letters of Understanding title page	Amend dates to reflect new term of agreement (p. 88)	

Letters of Understanding

Letter Number	Title	Action
8	Leave for Employee and Family Related	Amend & Renew
	Responsibilities	
10	Severance	Renew

Letter 8 – Leave for Employee and Family Related Responsibilities

1. All permanent full-time employees in Vacation Plan 1 (Article 8.02(b)) are eligible for up to 24 hours of leave with pay for employee and family related responsibilities in each benefit year.

Article 8.01 (a)

Add <u>Truth and Reconciliation Day as September 30th</u> to the list of Statutory Holidays.

Article 6.01

(j) Employees may reduce their unpaid lunch period to 30 minutes for the purpose of taking breaks. Breaks will be subject to operational requirements.

