

Joint Benefits Agreement

between

EPCOR Utilities Inc.

(“the Company”)

Of the First Part

- and -

Civic Service Union 52

The International Brotherhood of Electrical Workers, Local 1007

Canadian Union of Public Employees Local 30

(“the Union”)

Of the Second Part

(Collectively known as “the Parties”)

Re: Health Benefits

The Parties to this Joint Benefits Agreement see the importance in providing health benefits for all EPCOR employees and want to ensure that benefits are competitive, cost effective, valued by employees, and sustained over time. The Parties agree as follows:

1. This Joint Benefits Agreement will replace the previous Letter of Agreement that expires on June 30, 2022.
2. Benefit Coverage

The Company will provide a Benefits Program for eligible employees, including short term disability, long term disability, group life insurance, extended healthcare, dental plan and a health spending account as described in the Advantage Benefits Program booklet which may be amended from time to time by the Company in accordance with clause 7 of this Letter of Agreement.

3. Participation in the Plan

The parties to this agreement agree that the members of their respective bargaining units will continue to participate in the EPCOR Company-wide Advantage Benefits plan.

4. Relationship to Collective Agreements

- a) This Joint Benefits Agreement does not form part of any collective agreement and any rights or obligations of any collective agreement do not apply to this letter, nor to any benefits provided through this Joint Benefits Agreement.
- b) Some Collective Agreements may contain provisions relating to some of the subject matter covered by this Agreement. In the event of a conflict between a Collective Agreement and the provisions of this Joint Benefit Agreement, the provisions of this Joint Benefits Agreement will govern.
- c) There will be no pyramiding of benefits under this Joint Benefits Agreement on top of similar benefits in a Collective Agreement (for example, two sets of disability benefits).

- d) During the life of this Joint Benefits 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dental or other health benefits which are beyond those specifically provided for in this agreement unless the Union has withdrawn and is no longer a party to this Joint Benefits Agreement.
5. The Parties agree to form a Joint Benefits Advisory Committee (the “Committee”) to provide input to EPCOR in the administration of the Advantage Benefits Plan. One representative from each Union that is party to this Joint benefits Agreement will be eligible to participate.
 - a) The primary objectives of the Committee will be to:
 - i) Discuss and clarify discrepancies arising out of the administration of the Advantage Benefits Program
 - ii) Provide input regarding the Advantage Benefits Program
 - iii) Consider requests for coverage outside the provisions of the plan (exceptions) and make recommendations
 - iv) Review the operations of the plan and provide input regarding the annual benefits renewal.
 - b) The Committee will meet quarterly or as required.
 - c) The Committee will be chaired by a representative of Human Resources.
 6. Annual Benefits Renewal Process
 - a) The Company will review the operations of the plan and consult with the Committee to obtain input regarding annual benefits renewal.
 - b) The Company will provide participants of the Committee with an accounting of the status of the plan.
 - c) The Company will review any proposed changes to the Advantage Benefits Plan.
 - d) The Company will confirm any change to flex credits.
 - e) The Company will fund the Advantage Benefits Program 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 EPCOR has employees), averaged over the three (3) calendar years preceding the year of the increase (I.E. The increase for 2022 will be based on the 2019, 2020 and 2021 renewal years). Where actual average increases are not available, projected increases as published by the Conference Board of Canada will be used.
 - 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 preceding three (3) renewal years. Where actual average increases are not available, Sunlife’s projected increases will be used.
 - 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 in Alberta and British Columbia averaged over the preceding three (3) renewal years. Where actual average increases are not available, Sunlife’s projected increases will be used.

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

7. Changes to the plan

The parties agree the Company has the sole right to amend the provisions of the Advantage Benefits Plan in order to maintain its competitiveness and sustainability.

- a) Where changes are made to the plan, they will result in written amendments to the Advantage Benefits Handbook.

No party to this Joint Benefits Agreement is permitted to amend any of the provisions within this Joint Benefits Agreement except as provided for in Article 9.

8. Appeal Process

Disputes concerning the adjudication of benefit claims made by individuals pursuant to the Advantage Benefit Plan will be decided pursuant to applicable benefit claim Appeal Process provided for in the terms of the Advantage Benefit Plan. The parties agree that union representation is important to successful outcomes and the Appeal Process will ensure this principle is inherent in the process. Decisions made at the last level of Appeal provided for in the Plan shall be final and binding between the parties to this agreement. Specifically, there will be no recourse permitted to the grievance and arbitration provisions of collective agreements in effect between the Company and Unions to adjudicate disputes concerning individual benefit claims. This agreement does not preclude an individual employee from pursuing alternative recourse, after exhausting the appeal process provided for in the Advantage Benefit Plan and this Joint Benefit Agreement, apart from recourse to grievance and arbitration provisions of collective agreements.

- 9. This Joint Benefits Agreement may be amended or renewed by mutual agreement in writing made between the Company and all of the Unions.

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

SIGNED this 30th day of June, A.D. 2022

THE UNIONS _____ EPCOR

[Redacted signature area]

Witnessed By:

[Redacted witness signature area]